



June 22, 2009

SUBJECT: REQUEST FOR QUOTES (RFQ) F-09-18

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

Tree Trimming Services Contract

Parties interested in obtaining a copy of this RFQ F-09-18 may do so by accessing the City of San Bernardino Web Page at www.sbcity.org > **Business > Request for Bids > City Finance on June 22, 2009**, or by faxing their request to (909) 384-5043, Attention Deborah, or Sylvia. Please include the following information in your request: name and address of firm; name, telephone and facsimile number of contact person; specify RFQ F-09-18.

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

Non-Mandatory Pre-Bid Meeting June 30, 2009 at 10:00 AM at San Bernardino City Hall, 300 N. "D" Street, 4th Floor-Finance Department, San Bernardino CA 92418.

Closing Date: Bids must be submitted at or before **3:00 PM, PST, July 21, 2009**, at the address listed above.

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

Sincerely,

Deborah Morrow,
Purchasing Manager

SECTION I.

INSTRUCTIONS TO BIDDER(S)

Bid Documents to Be Returned**RFQ F-09-18
TREE TRIMMING SERVICES CONTRACT**

- ☐ **Copy of Contractor License** ^{III Bid Content and Forms, General Specification #35, Instructions to Bidder(s) / Bidders}
- ☐ **Bidder Experience, Competency, Qualification and Profile (Vendor Document)** ^{III Bid / Bid Content Forms}
- ☐ **Non-Collusion Affidavit (City Form)** ^{Instructions to Bidder(s) / Bidders}
- ☐ **Listing of Proposed Subcontractor (City Form)** ^{III Bid / Bid Content and Forms}
- ☐ **Price Form (City Form)** ^{Instructions to Bidders, III Bid Content and Forms}
- ☐ **Authorized Signatures** ^{Instructions to Bidders}
- ☐ **Bidder Identification** ^{III Bid Content and Forms}
- ☐ **Addendum Received** ^{III Bid Content and Forms}
- ☐ **90 Day Bid Validity Statement** ^{III Bid Content and Forms}
- ☐ **Authorized Signatures** ^{III Bid Content and Forms}
- ☐ **References** ^{III Bid Content and Forms}
- ☐ **Calendar Day Acknowledgment of Delivery of Materials or Services** ^{General Specifications #9}
- ☐ **Proper Identification and Submittal of Bid/Bid Package, and Price Form** ^{Instructions to Bidders}

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

I. INSTRUCTIONS TO BIDDER(S)

A. Non-Mandatory Meeting

Non-Mandatory Pre-Bid Meeting June 30, 2009 at 10:00 AM at San Bernardino City Hall, 300 N. "D" Street, 4th Floor Finance, San Bernardino CA 92418.

B. Examination of Bid Documents

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

C. Addenda

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

D. Clarifications

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, clarifications or comments shall be put ***in writing*** and must be received by the City no later than **July 7, 2009** and be addressed as follows:

City of San Bernardino
300 North "D" Street
4th floor, Purchasing
"NOT AN OFFER"
Attn: Deborah Morrow
San Bernardino, CA 92418

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

The City will also accept questions sent by facsimile machines or email at morrow_de@sbcity.org; however, all faxed or emailed questions must be received by the City no later than **July 7, 2009**. Send facsimile transmissions to (909) 384-5043, attention Deborah Morrow. ***All clarifications, questions, or comments must be in writing, NO EXCEPTIONS.***

- c. Inquiries received after 4:00 PM, PST July 7, 2009 will not be accepted.

3. City Responses

Responses (Addenda) from the City will be communicated in writing by a posting to our website, no later than the close of business on **July 14, 2008**.

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

E. Submission of Bids

1. Date and Time

All Bids are to be submitted to City of San Bernardino, Attention: Deborah Morrow. Bids received after **3:00 PM PST, July 21, 2009**, will be rejected by the City as non-responsive.

2. Address

Bids shall be addressed as follows:

**City of San Bernardino
300 N. "D" Street,**

**4th floor, Purchasing
San Bernardino, CA 92418.**

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

3. Identification of Bids

Bidder(s) shall submit a Bid package consisting of:

- a) a signed original of Bid and Price Form
- b) One (1) copy.

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

**RFQ F-09-18:
Tree Trimming Services Contract**

4. Acceptance of Bids

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

F. Pre-Contractual Expenses

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

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

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

G. Contract Award

Issuance of this RFQ and receipt of Bids does not commit the City to award a Purchase Order. The City reserves the right to postpone Bid opening for its own convenience, to accept or reject any or all Bids received in response to this RFQ, and to negotiate with other than the selected Bidder(s) should negotiations with the selected Bidder(s) be terminated. **The City also reserves the right to apportion the award among two or more BIDDER(S).**

H. Acceptance of Order

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

I. Local Preference

The City of San Bernardino gives any formal or informal bid submitted by a local bidder for "contractual services" is a five percent (5%) credit for comparison purposes with other bidders. For the purposes of this section, "local bidders" shall be bidders for which the point of sale of the goods or materials shall be within the City of San Bernardino, as authorized in Municipal Code Section 3.04.125.

SECTION II
TECHNICAL SPECIFICATIONS

City of San Bernardino

TECHNICAL SPECIFICATIONS

RFQ F-09-18
Tree Trimming Services Contract

NOTICE: "SPECIAL INSTRUCTIONS TO THE BIDDER"
PROJECT DESCRIPTION

The Public Services Department, Streets Division is responsible for trimming 52,000 trees citywide. The goal of the Tree Trimming Services program is to keep all city-owned trees trimmed. The intent of this document is to solicit proposals from highly trained and qualified vendors with experience in providing Tree Trimming Services. The City is looking for the most responsive and responsible vendor that will be committed to provide the best level of service in maintaining the City's trees. Through a competitive qualification and bid based procurement process, the City of San Bernardino intends to enter into an agreement with a qualified vendor for Tree Trimming Services.

The vendor will be expected to use its own equipment, tools, traffic control and manpower to trim the City's trees. The vendor will also be responsible for material disposal.

Services:

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

Equipment:

Bidder shall complete right-hand column indicating specific size and or make and model of all components when not exactly as specified. State "As Specified" if item is exactly as set forth in the left-hand column.

FAILURE TO COMPLETE RIGHT HAND COLUMN WILL INVALIDATE BID

Category I	Acceptable / as specified
1. <u>GENERAL SERVICES</u> General services will consist of: 1) street tree trimming 2) street tree aesthetic trimming 3) palm tree trimming	

4) tree and stump removal 5) root pruning 6) tree planting For clarification, street tree trimming is raising the skirt and removing any hazardous limbs. Aesthetic trimming is raising the skirt removing all dead or dying limbs, thinning, shaping, and crown reduction as needed. Please provide a cost breakdown for each section that is serviced in categories 1-6. All trees assigned for trimming in any given month should be trimmed in thirty (30) working days or less. General Services will not include emergency service calls. The trimming will be request-driven and trees will vary in size according to the request. We have mature trees and developing trees and the best way to get a feel for the size of trees is to drive different areas of the City and look at the trees. Approximately 150 trees will be assigned for trimming each month.	
2. <u>SCHEDULE</u> The Contractor shall meet with the City's representative on Monday's between 7:00 AM and 7:30 AM in the Street Division office for the purpose of reviewing the week's work, receiving special instructions, and discussing any problems encountered on the job. A list of the City trees that need work shall be given to the Contractor monthly, or more frequent if deemed necessary, by the City. The City will provide maps and location to all requested trees needing maintenance.	
3. <u>EMERGENCY WORK CALL OUT</u> Three (3) men including all necessary	

equipment/disposal fees included and zero material markup. Emergency response should be within 24 hours. A cost per hour per emergency shall also be proposed. This must include all manpower, equipment, tools, traffic control and disposal costs. The emergency call out includes travel time	
4. <u>STANDARDS OF PERFORMANCE</u> Services shall be performed under the Contract in a skillful and competent manner; consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The vendor represents and maintains that it is highly skilled in the professional calling necessary to perform Tree Trimming Services. The vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them.	
5. <u>QUALIFICATIONS/LICENSES</u> Qualified personnel shall perform all services. The vendor represents that it, its employees and subcontractors have all licenses, including the State of California contractors license, permits, certifications, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Contract.	
6. <u>SUBCONTRACTORS</u> The vendor must disclose all subcontractors prior to being awarded the bid.	
7. <u>EQUIPMENT AND PERSONNEL</u> The vendor will provide all equipment, and trained personnel to provide timely tree trimming services. Provide a feedback mechanism to keep the City informed on the status of each tree that is trimmed or completed work. The vendor must have the	

following equipment and personnel: 1. Dump truck & chipper with operator 2. 60' Aerial Tower with operator 3. Stump grinder with operator 4. 910 Front End Loader with operator 5. 12 Ton Crane with operator 6. Roll-off Truck with operator (<i>does not include dump fees</i>) The Crew leader must be a certified Arborist.	
8. <u>FIXED FEE</u> Provide a pricing proposal that is a fixed fee per tree. Also include a cost per inch of trunk diameter on complete tree and stump removals. Prevailing wage must be paid for the term of this contract. Prevailing wage reports shall accompany all invoices.	
9. <u>EXPERIENCE</u> The vendor shall be knowledgeable of matters pertaining to tree trimming services. The vendor must have a minimum of five-(5) years' experience in providing quality tree trimming services. All crewmembers performing trimming services must also have an arborist license. The City of San Bernardino desires a vendor that considers tree-trimming services a high priority.	
10. <u>WASTE DISPOSAL</u> All tree branches, brush, tree trunks and other materials produced as a result of the Contractor's operations under this contract become the property of the contractor. The Contractor will be required to reduce, reuse, recycle and/or transform all materials whenever possible. Their materials shall not be deposited in a landfill. Ensure all waste materials generated from the services are properly disposed of in accordance with all applicable laws and regulations. All costs for waste disposal are to be included in the Contract	

price. Provide details of method of disposal or name and license number of the company that will provide these services for you. The vendor must turn in all dump and weight slips for waste disposal.	
11. <u>BROCHURES</u> The Contractor will provide brochures that are suitable to the Public Services Director, or his designee, that describe the tree trimming process and should be readily accessible to the citizens of San Bernardino. These brochures should be available in both English and Spanish. A sample brochure <u>must</u> be included with your bid submission.	
12. <u>BILLING</u> Billing is to be by address, Council Ward, and include tree species, caliper, variety (botanical and common), trim date, condition and appropriate data acceptable to the Public Services Director, or his designee.	
13. <u>TREE INVENTORY DATABASE</u> The Street Division maintains a database of the existing trees in the City. The Contractor will be responsible for providing the City with information to keep the system current and accurate.	
14. <u>PICTURES</u> The Contractor is to supply, at no cost to the City; some representative pictures of “before” and “after” trimming that are suitable for reproduction when requested by the City.	
15. <u>CONTRACT LENGTH</u> The length of this contract shall be for one (1) year with three (3) one-year extensions at the City's option.	

16. <u>REFERENCE LIST</u> Provide three (3) local government agencies and/or company's previous or current contact references that support your ability to provide Tree Trimming Services.	
17. <u>CONTRACTOR NON-COMPLIANCE</u> A. If the Public Services Director, or his designee, determines that there are deficiencies in the performance of this Agreement, the Public Services Director, or his designee, will provide a written notice to the vendor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be at least a 30 day notice or as determined by the Public Services Director, or his designee, to correct the specified deficiencies. <u>B.</u> Should the vendor fail to correct any deficiencies within the stated time frame, the Public Services Director, or designee, may exercise the following measures: 1. Deduct from the vendor's payment the amount necessary to correct the deficiency, including City overhead costs and impose a deficiency deduction. 2. Withhold the entire or partial payment 3. Terminate the contract	

SECTION III

BID CONTENT AND FORMS

III. BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT**1. Presentation**

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

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

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

2. Exceptions/Deviations

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

3. Appendices

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

B. LICENSING AND CERTIFICATION REQUIREMENTS

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

C. COST AND PRICE FORMS

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

Bidder(s) shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

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

PRICE FORM

REQUEST FOR RFQ: RFQ F-09-18

DESCRIPTION OF RFQ: Tree Trimming Services Contract

BUSINESS NAME/ADDRESS:

NAME
AUTHORIZED REPRESENTATIVE

TELEPHONE:

EMAIL:

FAX:

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specifications.

A. GENERAL SERVICES

1. Cost per Street Tree Trimming \$

2. Cost per Street Tree Aesthetic Trimming \$

3. Cost per Palm Tree Trimming \$

4. Cost per Inch of Trunk Diameter on Tree
and Stump Removal \$

5. Cost per Root Pruning \$

6. Cost per Tree Planting \$

B. EMERGENCY WORK

1. Call Out Cost per Hour

(includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markup.)

\$ _____

C. OTHER:

\$ _____

Attach additional pages, if necessary for other services not listed above.

ANNUAL PURCHASE ORDER

Effective on or about August 1, 2009 through June 30, 2010 plus three (3) single-year options, for City's partial requirements, on an as-needed basis, with no guaranteed usage for Contract Tree Trimming Service.

Option year one, if exercised, shall be effective July 1, 2010 through June 30, 2011.

Option year two, if exercised, shall be effective July 1, 2011 through June 30, 2012.

Option year three, if exercised, shall be effective July 1, 2012 through June 30, 2013.

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

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

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

Have you included in your Bid all informational items and forms as requested?

Yes / No (circle one). If you answered "No", please explain:

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

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

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

In signing this Bid, Bidder(s) warrants that all certifications and documents requested herein are attached and properly completed and signed.

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

Verification of Addenda Received

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

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE:

DATE SIGNED: _____

COMPANY NAME & ADDRESS:

PHONE: _____ FAX: _____

EMAIL: _____

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

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NON - COLLUSION AFFIDAVIT

TO: THE COMMON COUNCIL, CITY OF SAN BERNARDINO

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

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive Bid in connection with **RFQ F-09-18**.

Business Name _____

Business Address _____

Signature of Bidder(s) _____

Place of Residence

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

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

My commission expires _____, 20__.

SECTION IV
EVALUATION AND AWARD

SECTION IV. EVALUATION AND AWARD

A. EVALUATION CRITERIA

1. Capabilities of Firm to Effectively Complete the Project Requirements - 30%

Depth of Offeror's understanding of, and ability to manage, City's requirements; ability to meet task deadlines; utility of suggested enhancements or technical innovations.

2. Qualifications of Firm/Related Experience - 30%

Experience in providing services similar to those requested herein; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; qualifications of project staff; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment.

3. Reasonableness of Cost and Price - 25%

Reasonableness of the individual firm-fixed prices, and competitiveness of quoted prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

4. Completeness of Response - 15%

Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements which the Offeror cannot or will not accommodate; other relevant factors not considered elsewhere.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. Additional sub-criteria beyond those listed may be considered by the evaluators in applying the major criteria to the proposals. During the evaluation period, the City may require an on-site visit and/or tour of the Offeror's place of business. Offerors should be aware, however, that award may be made without vendor visits, interviews, or further discussions.

C. AWARD

Depending on the dollar amounts of the offers received, City staff will either select the vendor best meeting the above-specified criteria or submit to City Council, for consideration and selection, the offer(s) judged by staff to be the most competitive.

The City reserves the right to withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract(s) will be awarded to any Offerors responding to this RFP. The City expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

The City also reserves the right to award its total requirement among two or more Offerors as City staff may deem to be in its best interests. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain the Offerors most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

D. NOTIFICATION OF AWARD

Offerors who submit a proposal in response to this RFP shall be notified regarding the firm(s) who was awarded the agreement. Such notification shall be made within a reasonable time after the date the agreement is awarded.

SECTION V.

GENERAL SPECIFICATIONS

V GENERAL SPECIFICATIONS

1. Each Bid shall be in accordance with **Request for Bids (RFQ) Number F-09-18**. All specifications are minimum. BIDDER(S) are expected to meet or exceed these specifications as written. Bidder(s) shall attach to their Bid a complete detailed itemization and explanation for each and every deviation or variation from the RFQ specifications and requirements. Conditional Bids, or those that take exception to the RFQ specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all Bids and to award a contract to the Bidder(s) whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices Bid.
4. Bids shall be firm offers, subject to acceptance or rejection within **90** days of the opening thereof.
5. Regular dealer. No Bidder(s) shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for Bid consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each Bidder(s) shall submit with their Bid a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino, or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each Bidder(s) must state in their Bid the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.
10. Each Bidder(s) shall list in their Bid all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the Bid.
11. Successful Bidder(s) (Contractor) shall furnish and deliver to the City complete equipment as proposed and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be Bid F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Bid shall include California sales tax, where applicable, **(effective April 1, 2009)** computed at the rate of **9%**, (this will normally be shown as a separate line item on the price form).
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any Bid. BIDDER(S) furnishing Bids under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly excepted in the Bid.

15. The items which the Bidder(s) proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to this RFQ specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a Bid, each Bidder(s) agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Division of the City of San Bernardino. The City shall not unreasonably refuse such extension.
19. Contract. Each Bid shall be submitted and received with the understanding that acceptance by the City of San Bernardino of Bid in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the prices proposed and in complete accordance with all provisions of **RFQ No. F-09-18**. In most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.
20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4(commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
21. One Document. These specifications, the Request for Bid, RFQ F-09-18, the Contractor's Bid, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
22. The City of San Bernardino reserves the right to accept or reject any and all Bids.
23. Prompt payment. Each Bidder(s) may stipulate in their Bid a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. **NOTE: prompt payment discounts will only be used during Bid evaluation in the case of ties.**
24. Inquiries. Direct all inquiries to Deborah Morrow at 909-384-5086. *Technical questions may be sent via fax to 909-384-5043, or email to morrow_de@sbcity.org.* The answers to material questions will be posted to our website www.sbcity.org by the dates contained in this document.
25. Bid/Price forms. No Bid will be acceptable unless prices are submitted on the pricing forms furnished herein, and all required forms are completed and included with Bid. Deliver all Bids, signed and sealed, to the Purchasing Division, Finance Department at 300 North "D" Street,

4th Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFQ SPECIFICATION TITLE "Tree Trimming Services Contract "AND NUMBER F-09-18 ON THE OUTSIDE OF THE ENVELOPE.**

26. **Time.** All Bids must be received in the Purchasing Division no later than **3:00 PM PST, July 21, 2009**, where at such time and said place Bids will be publicly opened, examined and declared. Any Bid may be withdrawn by Bidder(s) prior to the above scheduled time for the opening of Bids. Any Bid received after that time and date specified shall **NOT** be considered.
27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.
28. **Equipment.** In the purchase of equipment, Contractor shall be required to furnish one (1) OPERATORS MANUAL and one (1) PARTS MANUAL for all equipment Bid.
29. In submitting a Bid to a public purchasing body, the Bidder(s) offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder(s) for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder(s).
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Division prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten-(10) day notification to the City if said policies are terminated or materially altered.
- ~~32. FAITHFUL PERFORMANCE BOND. Not required. The Contractor will be required to furnish a cashier's check, certified check or faithful performance bond made payable to the City of San Bernardino in an amount equal to 100% of the Bid price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.~~
33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFQ.
34. City may, at its discretion, exercise option year renewals for up to 3 years, in one-year increments.
35. By submitting a Bid, Bidder(s) warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by Bidder(s), and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Bidder(s)'s response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**
36. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.