



December 27, 2016

SUBJECT: NOTICE INVITING BIDS (RFQ) F-16-12

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

Nunez Pool Filters Replacement

Parties interested in obtaining a copy of this RFQ F-16-12 may do so by accessing the City of San Bernardino Web Page at www.sbcity.org > **Government > Finance > Request for Bids** > beginning **December 27, 2016** or by faxing their request to (909) 384-5043, attention Vanessa Slouka, Accounting Assistant. Please include the following information in your request: name and address of firm; name, telephone and facsimile number of contact person; specify RFQ F-16-12.

Copies of the RFQ may also be obtained by calling Vanessa Slouka at (909) 384-5346 or in person at City Hall, 300 N. "D" St., 4th floor, Purchasing Division, San Bernardino, CA 92418.

From the issuance date of this Request for Proposal until a Vendor is selected and the selection is announced, Proposers are not permitted to communicate with any City staff or officials regarding this procurement, other than during interviews, demonstrations, and/or site visits, except at the direction of Vanessa Slouka, Accounting Assistant the designated representative of the City of San Bernardino. Contact with anyone not designated will result in elimination from the bid process.

Mandatory Pre-Bid Job walk: A mandatory Pre-Bid job walk will be held on **January 11, 2017**, at **10:00 A.M.** at 247 N. Mt.View Bldg. 100 Park Shop, San Bernardino, Ca 92408. This meeting is to serve as a pre-bid review for prospective bidders. All prospective bidders must attend the entire Pre-Bid Conference/Job Walk to be eligible to bid on this project.

Closing Date: Bids must be submitted at or before **3:00 PM, PST, February 1, 2017** at 300 North "D" Street, 4th Floor, Purchasing, San Bernardino CA 92418.

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

Sincerely,
Vanessa Slouka
Accounting Assistant

SECTION I.

INSTRUCTIONS TO BIDDERS

City of San Bernardino, Finance Department
Purchasing Division

Bid Documents to Be Returned by Bidder

**RFQ F-16-12
NUNEZ POOL FILTERS REPLACEMENT**

- Copy of Contractor License (if applicable)^{III} Bid Content and Forms, General Specification #35, Instructions to Offeror(s) / Bidders
- Bidder Experience, Competency, Qualification and Profile (Vendor Document)^{III} Proposal / Bid Content Forms
- Non-Collusion Affidavit (City Form)^{III} Instructions to Offeror(s) / Bidders
- Listing of Proposed Subcontractor (City Form)^{III} Proposal / Bid Content and Forms
- Cost / Price Form (City Form)^{III} Instructions to Bidders, III Bid Content and Forms
- Authorized Signatures^{III} Instructions to Bidders
- Bidder Identification^{III} Bid Content and Forms
- Addendum Received (City Form)^{III} Bid Content and Forms
- 120** Day Bid Validity Statement^{III} Bid Content and Forms
- Authorized Signatures (City Form)^{III} Bid Content and Forms
- References^{III} Bid Content and Forms
- Proper Identification and Submittal of Proposal/Bid Package, and Price Form^{III} Instructions to Bidders

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

This list may not be reflective of all documents necessary for submittal.

I. INSTRUCTIONS TO BIDDERS

A. Pre-Bid Conference/Job Walk

A mandatory Pre-Bid Job walk will be held on January 11, 2017, at 10:00 A.M., at 247 N. Mt. View, Bldg. 100 Park Shop, San Bernardino, California 92408. This meeting is to serve as a pre-bid review for prospective bidders. Late arrivals will not be accepted.

B. Examination of Bid Documents

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

C. Addenda

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

2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than 3:00 PM, January 18, 2017 and be addressed as follows:

City of San Bernardino
300 North "D" Street
4th floor, Attn: Vanessa Slouka
San Bernardino, CA 92418

- b. The exterior envelope or email Subject line 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, however, all faxed or emailed questions must be received by the City no later than **3:00 PM, PST, January 18, 2017**. Send facsimile transmissions to (909) 384-5043, attention Vanessa Slouka, and emails to: slouka_va@sbcity.org.

- c. Inquiries received *after* 3:00 PM **January 18, 2017** will not be accepted.

3. City Responses

Responses from the City will be communicated in writing to all recipients of this RFP, by a posting to our website, www.sbcity.org by the close of business **January 25, 2017**.

For automatic electronic notifications, please visit our Homepage and register for SB Connect. If you are not registered for SB Connect, you may view or download any Addenda at www.sbcity.org > City Hall > Finance > Request for Bids.

D. Submission of Bids

1. Date and Time

All bids are to be submitted to the City of San Bernardino, Attention: Vanessa Slouka, Accounting Assistant. Bids received after **3:00 PM, PST, February 1, 2017**, will be rejected by the City as non-responsive.

2. Address

Bids shall be addressed as follows:

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

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

3. Identification of Bids

Bidder shall submit a SEALED bid package consisting of:

- a) one (1) signed original of Quote and Price Form**
- b) two (2) copies of each**

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

**RFQ F-16-12:
"Nunez Pool Filters Replacement"**

4. Acceptance of Bids

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

E. Pre-Contractual Expenses

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

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

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

F. Contract Award

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

G. Acceptance of Order

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

H. Business License

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

I. Local Vendor Preference

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

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

SECTION II.

TECHNICAL SPECIFICATIONS

CITY OF SAN BERNARDINO
PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT
FILTER REPLACEMENT AT NUNEZ POOL
1717 W. 5TH STREET, SAN BERNARDINO, CA 92401

The Parks, Recreation and Community Services Department has a need to remove six (6) aged EPD filtration tanks at the main Nunez pool, and replace/ install six (6) donated Miami filtration .

1. **SCOPE OF WORK**

The scope of work for this bid item shall include all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

Removal and replacement of existing EPD filtration tanks, with City owned Miami filtration tanks, at main pool at Nunez Pool, 1717 W. 5th Street, San Bernardino, CA 92401 furnishing all labor, materials, equipment, and incidentals, unless otherwise specified, to construct the Work and complete the Contract in compliance with the Specifications and to the satisfaction of the City of San Bernardino. The bidder is required to carefully examine the site of work, Proposal Forms, and Specifications for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the Contract Documents.

2. **Addenda**: Any addenda issued during the time of bidding shall be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those bidders subscribing to the City's plan holders list.

3. **REMOVAL OF EXISTING FILTRATION SYSTEM**

Power down existing system. Isolate EPD Filter system for the main and wet play pool. Insure isolation valves fully closed and isolated before moving forward with removal of existing filtration tanks. Cut circulation plumbing at designated point of connection. Demo filter manifold and all associated plumbing, dispose of scrap off-site. Remove filter media. Remove old EPD filter tanks and associated material, dispose of scrap off-site. Clean and prep area for new filtration system.

4. **INSTALLATION OF CITY PROVIDED FILTRATION TANKS**

Lower Miami filter tanks into basement. Position and mount filter tanks. From POC plumb influent, effluent, main circulation plumbing, filter manifold, backwash line and all associated miscellaneous plumbing. Support plumbing using stanchion supports and Unistrut pipe clamps in accordance with building code. Rebuild six (6) backwash valves. Install new filter laterals. Install new drain port gaskets. Provide filtration sand and load the filter media. Install new manway gaskets and seal filter tanks. Install and rig new backwash multiport controller. Start-up system insuring proper operation and leak free use.

5. **PROVIDE POOL FILTER SAND**

Contractor is responsible for providing pool filter sand of a size, amount, and consistency as needed for six (6) tanks as recommended by the manufacturer.

6. **SITE MAINTENANCE**

Throughout the period of removal and installation, the CONTRACTOR shall maintain the work site in a safe, neat, and orderly condition free of any hazardous conditions, trash, debris, surplus materials and objectionable matter of any kind, to the satisfaction of the Community Recreation Manager or their designee.

7. **PREVAILING WAGE**

This is a prevailing wage contract. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

8. REFERENCE LIST

Provide three (3) local governmental agencies and/or company's previous or current contact references that support your ability to provide the removal and installation of filter tanks.

9. LICENSES AND EXPERIENCE.

The work requires a Class "C-53" (Swimming Pool Contractor) State of California Contractor's License. The CONTRACTOR represents that it has current CSLB licensing, Department of Industrial Relations registration, City of San Bernardino Business License, General Auto Liability Insurance naming the City as an Additional Insured via an endorsement, and Worker's Compensation Insurance. Contractor must have three years of experience under their current C-53 license and business name within the past three years.

10. CONTRACTOR NON-COMPLIANCE

- A. If the Parks, Recreation and Community Services Department, or their designee, determines that there are deficiencies in the performance of this Contract, the Parks, Recreation and Community Services Department Director, or their designee, will provide a written notice to the CONTRACTOR stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks, Recreation and Community Services Department Director, or their designee, to correct the specified deficiencies.
- B. Should the CONTRACTOR fail to correct any deficiencies within the stated time frame, the Parks, Recreation and Community Services Department Director, or their designee, may exercise the following measures:
 - 1. Impose a deficiency deduction and deduct from the CONTRACTOR'S payment the amount necessary to correct the deficiency, including City overhead costs.
 - 2. Withhold the entire or partial payment.
 - 3. Terminate the contract and award to second bidder.

BIDDER INFORMATION:

DATE: _____

STATE CONTRACTOR'S LIC. NO. _____

CLASS OF LICENSE: _____

EXPIRATION DATE: _____

Name on license must agree with company name shown at right.

DIR Registration Number: _____

CITY BUSINESS TAX REGISTRATION (if available)

BIDDER'S NAME, ADDRESS & PHONE

TELEPHONE: _____

(Area Code)

IS BIDDER A CERTIFIED DBE: Y N

(Circle One)

Bidder hereby certifies that Bidder is currently the holder of a valid license as a Contractor in the State of California, and that the license covers the proposed work. When the appropriateness of a particular license is in question, Bidder understands that the determination of the State of California, Department of Consumer Affairs, Contractors State License Board shall govern. These terms and conditions shall also apply to any subcontractors listed by Bidder.

Bidder is: (check one)

An Individual Owner _____

A Joint Venture _____

A Partnership _____

A Corporation _____

The Bidder shall be required to provide a signed copy of the following documents to the Purchasing Department prior to bid opening:

- Bid Proposal documents and any other documents required
- Non-Collusion Declaration
- Any other documents called out in the specifications

Any Bidder who fails to acknowledge all addenda will be declared non-responsive and their bid will not be considered.

**Acknowledge any addenda received here:

**NON-COLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative therefor, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury of the laws of the State of California that the above information is true and correct and that this declaration is executed on _____ (date) at _____(city), _____(state).

Contractor: _____

By: _____(Signature)

Title: _____

BID ADJUSTMENT SHEET

Please use the space provided to specify any changes to line item pricing or subcontractor pricing. Be sure to show the new bid total after the adjustment(s).

The Purchasing Division will apply any adjustments shown below to the prices listed in your submitted bid package and evaluate all other bids prior to posting results.

Pricing updated on this sheet shall be considered final.

NOTE: PLEASE BE SURE CLEARLY PRINT ALL INFORMATION

Adjustment to Bid	Adjusted Price
_____	_____
_____	_____
_____	_____
_____	_____
	Adjusted Bid Total
	\$ _____

Authorized Signature/Title:

Contractor _____

Date

SUBCONTRACTOR INFORMATION SHEET

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), the following subcontractors are listed:

SUBCONTRACTORS NAME
AND BUSINESS ADDRESS

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

WORK TO BE SUBCONTRACTED, LICENSE NUMBER, DIR REGISTRATION (if applicable)
SUBCONTRACTED AMOUNT

License No.: _____

Subcontracted Amount: _____

DIR Registration Number: _____

Work to be Performed: _____

Certified DBE (Yes or No): _____

License No.: _____

Subcontracted Amount: _____

DIR Registration Number: _____

Work to be Performed: _____

Certified DBE (Yes or No): _____

License No.: _____

Subcontracted Amount: _____

DIR Registration Number: _____

Work to be Performed: _____

Certified DBE (Yes or No): _____

License No.: _____

Subcontracted Amount: _____

DIR Registration Number: _____

Work to be Performed: _____

License No.: _____

Subcontracted Amount: _____

DIR Registration Number: _____

SECTION III.

BID CONTENT AND FORMS

A. **BID FORMAT AND CONTENT**

1. **Presentation**

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

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFQ addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than **120** days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

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

2. **Exceptions/Deviations**

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

3. Qualifications, Related Experience and References of Bidder

This section of the bid should establish the ability of Bidder to satisfactorily perform the required work by reasons of experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client reference.

Bidder shall:

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

4. Appendices

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

B. LICENSING AND CERTIFICATION REQUIREMENTS

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

C. COST AND PRICE FORMS

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

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

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

PRICE FORM

REQUEST FOR QUOTES: RFQ F-16-12

DESCRIPTION OF RFQ: Nunez Pool Filters Replacement

COMPANY NAME: _____

ADDRESS: _____

NAME OF AUTHORIZED REPRESENTATIVE _____

PRINT NAME _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Provide pricing that is a *Firm Fixed Price*. This must include all labor, materials, tools, equipment, permit fees and supplies required to remove and replace the existing City Yards Fuel Island Standby Nunez Pool Filters Replacement.

Nunez Pool Filters Replacement	Cost
Labor to remove six (6) existing EPD filtration tanks, and install six (6) City-provided Miami Filters filtration units.	\$
Pool Filter Sand	\$
Miscellaneous plumbing, pipe, fittings, valves, miscellaneous filter parts, laterals, backwash valve rebuild kit, manway gaskets, drain port gaskets, miscellaneous hardware, flange hardware, pipe clams, pipe supports, Unistrut.	
Misc. items (if any) not listed	\$
Grand Total	\$

PRICE LIST (continued)

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

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

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

This offer shall remain firm for **120** days from RFQ close date.

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

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

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

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

Verification of Addenda Received

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

PRICE LIST (continued)

This bid has been reviewed and found to be correct and final. The undersigned is authorized to providing pricing:

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Web Address: _____

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

SUBCONTRACTOR'S LIST

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

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

Print Name

Signature of Bidder

Company Name: _____

Address: _____

REJECTION OF BIDS

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

NON - COLLUSION AFFIDAVIT

TO: THE COMMON COUNCIL, CITY OF SAN BERNARDINO

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

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with **RFQ F-16-12**.

Business Name_____

Business Address_____

Signature of bidder X_____

Place of Residence

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

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

My commission expires _____, 20__.

SECTION IV.

GENERAL SPECIFICATIONS

IV. GENERAL SPECIFICATIONS

1. Each bid shall be in accordance with **Request for Quotes (RFQ) Number F-16-12**. All specifications are minimum. Bidders are expected to meet or exceed these specifications as written. Bidder shall attach to their bid a complete detailed itemization and explanation for each and every deviation or variation from the RFQ specifications and requirements. Conditional bids, or those that take exception to the RFQ specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all bids and to award a contract to the bidder whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices bid.
4. Bids shall be firm offers, subject to acceptance or rejection within **120** days of the opening thereof.
5. Regular dealer. No bidder shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for bid consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each bidder shall submit with their bid a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino, or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each bidder must state in their bid the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.
10. Each bidder shall list in their bid all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the bid.

11. Successful bidder(s) (Contractor) shall furnish and deliver to the City complete equipment as bid and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Bid shall include California sales tax, where applicable, **(effective January 1, 2013)** computed at the rate of 8.25%, (this will normally be shown as a separate line item on the price form).
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any bid. Bidders furnishing bids under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly accepted in the bid.
15. The items which the bidder proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to these RFQ specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a bid, each bidder agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Manager of the City of San Bernardino. The City shall not unreasonably refuse such extension.
19. Contract. Each bid shall be submitted and received with the understanding that acceptance by the City of San Bernardino of bid in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the price bid and in complete accordance with all provisions of **RFQ No. F-16-12**. In most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.

20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4(commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
21. One Document. These specifications, the notice inviting bids, **RFQ F-16-12**, the Contractor's bid, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
22. The City of San Bernardino reserves the right to accept or reject any and all bids.
23. Prompt payment. Each bidder may stipulate in their bid a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. **NOTE: prompt payment discounts will only be used during bid evaluation in the case of ties.**
24. Inquiries. Direct all inquiries to Vanessa Slouka at 909-384-5346. Technical questions may be sent via fax to 909-384-5043. The answers to material questions will be provided to all potential bidders.
25. Bid/Price forms. No bid will be acceptable unless prices are submitted on the pricing forms furnished herein, and all required forms are completed and included with bid. Deliver all bids, SIGNED and SEALED, to the Purchasing Division, Finance Department at 300 North "D" Street, 4th Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFQ SPECIFICATION TITLE: NUNEZ POOL FILTERS REPLACEMENT and Number F-16-12 ON THE OUTSIDE OF THE ENVELOPE.**
26. Time. All bids must be received in the Purchasing Division no later than **3:00 PM, PST, February 1, 2017**, where at such time and said place bids will be publicly opened, examined and declared. Any bid may be withdrawn by bidder prior to the above scheduled time for the opening of bids. Any bid received after that time and date specified shall **NOT** be considered.

27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.
28. Equipment. In the purchase of equipment, Contractor shall be required to furnish one (1) OPERATORS MANUAL and one (1) PARTS MANUAL for all equipment bid.
29. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) day notification to the City if said policies are terminated or materially altered.
32. ~~FAITHFUL PERFORMANCE BOND/BID BOND. The Contractor will be required to furnish a cashier's check, certified check or faithful performance bond / bid bond made payable to the City of San Bernardino in an amount equal to **100%** / 10% of the bid price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.~~
33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFQ.
34. City may, at its discretion, exercise option year renewals for up to three (3) years, in one-year increments.

35. By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.
36. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.
37. Vendor (Contractor)/ Consultant services agreement(s) (VSA/CSA). A signed vendor/Consultant service agreement may be required between both parties prior to commencement of the job.