



January 5, 2017

**SUBJECT: REQUEST FOR PROPOSALS (RFP) F-17-01**

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

**INSTALL FLOORING BOTH UP-STAIRS AND DOWN-STAIRS IN THE POLICE DEPARTMENT**

Parties interested in obtaining a complete copy of this RFP F-17-01 may do so by accessing the City of San Bernardino Web Page at [www.sbcity.org](http://www.sbcity.org) > **How do I > Requests> For Bids, beginning January 5, 2017**, 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 RFP F-17-01.

Copies of the RFP may also be obtained by calling Vanessa Slouka at (909)384-5346 or in person at City Hall, 300 N. "D" St., 4th floor Finance Department, 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 12, 2017, at 10:00 A.M.** at 710 N. "D" St. 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:** Proposals must be submitted at or before **3:00 PM, PST, February 2, 2017**, at the address listed above.

Issuance of this RFP and/or receipt of Proposals do not commit the City to award a contract.

Sincerely,  
Vanessa Slouka  
Accounting Assistant

**SECTION I.**

**INSTRUCTIONS TO OFFEROR(S)**

City of San Bernardino, Finance Department  
Purchasing Division

RFP F-17-01

**INSTALL FLOORING BOTH UP-STAIRS AND DOWN-STAIRS IN THE POLICE  
DEPARTMENT**

**Bid Documents to Be Returned**

- Title Page
- Cover Letter / Letter of Introduction
- Project Approach
- Project Staffing
- Vendor Qualifications and Project Experience
- References
- Original Proposal <sup>Vendor Form</sup>
- Three (3) copies of Proposal <sup>Vendor Form</sup>
- Original Firm & Fixed Fee Schedule in a separate SEALED envelop <sup>Vendor Form</sup>
- Authorized Binding Signature(s)
- Proof of Insurance
- Addendum Received (City Form) <sup>IV Forms</sup>
- Non-Collusion Declaration (City Form) <sup>IV Forms</sup>
- Listing of Proposed Subcontractor (City Form) <sup>IV Forms</sup>
- 120 Day Minimum Proposal Validity Statement**
- ~~Copy of Manufacturer's and/or dealer warranty and/or guarantee (if applicable)~~ <sup>VI</sup>  
General Specifications #10
- Copy of Contractor License or other appropriate Licenses where applicable <sup>VI</sup>  
General Specifications #35

Offeror(s) are requested to submit this checklist completed with all bid documents. This list may not be inclusive of all documents needed to submit your RFP.

## I. GENERAL INSTRUCTIONS TO OFFEROR(S)

### A. Mandatory Pre-Proposal Meeting

A mandatory Pre-Bid Job walk will be held on **January 12, 2017**, at **10:00 A.M.**, at **710 N. D St., 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 Proposal Documents

1. By submitting a proposal, the Offeror(s) represents that it has thoroughly examined and become familiar with the items required under this RFP 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 RFPs, for an undetermined period of time, the name of any Offeror(s) for failure to accept a contract, failure to respond to two (2) consecutive RFPs and/or unsatisfactory performance. Please note that a "No Proposal" is considered a response.

### C. Addenda

Any City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP 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 RFP as the result of oral instruction.

For automatic electronic notifications, please visit our website and sign-up for e-Notify.

### D. Clarifications

#### 1. Examination of Documents

Should an Offeror(s) require clarifications of this RFP, the Offeror(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 will be sent to all persons who have requested the RFP.

#### 2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than **January 19, 2017** and be addressed as follows:

City of San Bernardino  
300 North "D" Street  
4<sup>th</sup> Floor, Attn: Vanessa Slouka  
San Bernardino, Ca. 92418  
[Slouka\\_va@sbcity.org](mailto:Slouka_va@sbcity.org)

- b. The 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.
- c. Inquiries received after 3:00 PM January 19, 2017 will not be accepted.

**3. City Responses**

Responses from the City will be communicated in writing to all recipients of this RFP by the close of business **January 26, 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 the Addendum at [www.sbcity.org](http://www.sbcity.org) > How do I>Request > for Bids.

**E. Submission of Proposals**

**1. Date and Time**

All Proposals are to be submitted to City of San Bernardino, Purchasing Department **before 3:00 PM PST February 2, 2017**. Proposals received after **3:00 PM, PST, February 2, 2017** will be rejected by the City as non-responsive.

**2. Address**

Proposals shall be addressed as follows:

**City of San Bernardino  
300 N D St., 4<sup>th</sup>. Floor  
San Bernardino, CA 92401**

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

**3. Identification of Proposals**

Offeror(s) shall submit a **SEALED** proposal package consisting of:

- a) **one (1) signed original of Offeror Proposal and**
- b) **three (3) copies also**
- c) **one (1) original "Fee Schedule" in a separate SEALED envelope, identified as "Fee Schedule RFP F-17-01 ."**

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

**“RFP F-17-01 :**

**INSTALL FLOORING BOTH UP-STAIRS AND DOWN-STAIRS IN THE POLICE DEPARTMENT**

**4. Acceptance of Proposals**

- a) The City reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b) The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Offeror(s) responding to this RFP.
- c) The City reserves the right to postpone proposal opening for its own convenience.
- d) Faxed or emailed proposals will not be accepted.

**F. Pre-Contractual Expenses**

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

- 1. preparing its proposal in response to this RFP;
- 2. submitting that proposal to City;
- 3. negotiating with City any matter related to this proposal; or
- 4. any other expenses incurred by the Offeror(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 Offeror(s) in the preparation of its proposal. Offeror(s) shall not include any such expenses as part of its proposal.

**G. Contract Award**

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

A signed Vendor (Contractor) / Consultant Service Agreement (VSA/CSA), along with a pre-performance meeting, outlining additional terms and conditions relating to performance, warranty, materials, goods, services, or other items as deemed necessary by the City, may be required prior to the commencement of the job.

**H. Acceptance of Order**

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

**I. 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.

**J. 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 City limits of San Bernardino.

**SECTION II.**

**TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

### INSTALL FLOORING BOTH UP-STAIRS AND DOWN-STAIRS IN THE POLICE DEPARTMENT

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#### TECHNICAL SPECIFICATIONS

See Attachment "A"

#### PROPOSAL REQUIREMENTS

##### A. General Requirements

The following material is required to be received BEFORE 3:00 PM PST, February 2, 2017, for a proposing firm to be considered:

1. A master copy (so marked) of a technical proposal and three (3) copies to include the following:
  - a. Title Page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contact person; the date of the proposal; and request for proposal's number.
  - b. Table of Contents.
  - c. Signed Transmittal Letter briefly stating the vendor's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for sixty (60) days.
  - d. Detailed Proposal following the order set forth in Section VI B of this request for proposals.
  - e. Executed copy of Vendor Warranties & Certifications attached to this request for proposal in Appendix A.
2. The vendor shall submit an original and three (3) copies of a Sealed Dollar Cost Bid in a separate sealed envelope marked as follows:

SEALED DOLLAR COST BID PROPOSAL  
CITY OF SAN BERNARDINO FOR  
**Install Flooring both Up-Stairs and Down-Stairs in the Police Department**  
RFP F-17-01

3. Vendors should send the completed proposal with pricing to the following address:

**City of San Bernardino**  
**PURCHASING DEPARTMENT**  
300 N D St, 4<sup>th</sup> floor  
San Bernardino, CA 92401

## **B. Sealed Dollar Cost Bid**

### **1. Total All-Inclusive Maximum Price**

The Sealed Dollar Cost Bid should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

## **VII. EVALUATION PROCEDURES**

### **A. Review of Proposals**

The City will review each proposal to ensure that it meets all mandatory elements as described in this RFP.

### **B. Final Selection**

The City will select a firm based upon the RFP price and proposal evaluation, which will then be submitted to the Mayor and Common Council for approval.

## **VIII. CONDITIONS AND REQUIREMENTS**

### **A. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right with prejudice to reject any or all proposals.

### **B. Questions related to RFP Process**

1. Inquiries concerning any technical questions regarding this RFP should be directed to Vanessa Slouka [www.slouka\\_va@sbcity.org](mailto:www.slouka_va@sbcity.org)

**2. Any vendors found to be soliciting or contacting other members of City staff, officials or elected Council Members during this RFP process may be automatically disqualified from any further consideration.**

### **C. Right to Request Additional Information**

During the evaluation process, City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from vendors. At the discretion of the City, vendors submitting proposals may be requested to make oral presentations as part of the evaluation process. The City reserves the right to make investigation of the qualifications of the vendor, as it deems appropriate.

#### **D. Right to Reject Any or All Proposals**

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more vendors are deemed equal, the City reserves the right to make the award to one of the two vendors.

#### **E. Contracts/Agreements**

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. In submitting proposals, vendors must indicate that they are prepared to complete a City of San Bernardino Vendor Services Agreement, **(See Appendix C)**. The proposal will become part of the agreement between the City and the successful vendor.

#### **F. Proper Submission and Completeness of Proposals**

Receipt of complete proposal by the due dates as outlined in the **PROPOSAL SCHEDULE**. Late submissions or delivery via facsimile will not be considered. Late proposals will be returned to vendor unopened.

#### **G. Contract Negotiations**

After a review of the proposals, and possible oral presentations, the City intends to enter into contract negotiations with the selected vendor. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked vendor.

#### **H. Execution of Contract**

If the selected vendor does not execute a contract with the City within ten (10) business days after notification of selection, the City of San Bernardino may give notice to that vendor of the City's intent to select from the remaining vendors or to call for new proposals, whichever the City deems appropriate.

The selected vendor shall not commence the services covered by this Request for Proposal until execution of the contract document, at which time the vendor shall proceed with the implementation plan as provided and accepted by the City.

#### **I. Termination of Contract:**

The contract may be terminated, prior to the expiration of its term, only in the following manner:

1. By the written mutual agreement of both parties; or
2. Immediate termination by the City for violation of any provision of the RFP or Vendor Services Agreement; or
3. By the vendor, with or without cause, upon 60 days written notice to the City; or
4. By the City, with or without cause, upon 30 days written notice to the vendor.

## **J. Personnel**

Engagement partners, managers, other supervisory staff and specialists may be changed if these personnel leave the vendor, are promoted or are assigned to another office. The personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Vendor specialists identified in response to the proposal can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements. Other staff personnel may be changed at the discretion of the vendor provided that replacements have substantially the same or better qualifications or experience.

## **K. Rights to Submitted Materials**

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor will become the property of the City and a matter of public record.

The City reserves the right to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the City and the vendor selected.

## **L. Proposal Changes or Revisions**

The City reserves the right to amend, alter, or revoke this proposal in any manner prior to an award. Any modifications, clarifications, additions or changes to this RFP by the City will be sent to each vendor or individual to whom an RFP has been sent as an addendum to the original RFP. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

## **M. License to Practice in California**

An affirmative statement should be included indicating that the vendor and all assigned key Vendor staff are properly registered/licensed to practice in California. The successful bidder will be required to have the following California current and active California contractor's license at the time of submission of the Bid: C15 License (Flooring and Floor Covering).

## **N. Insurance Requirements**

For the duration of the contract, the vendor must procure and maintain insurance against loss of property. The cost of such insurance is the vendor's responsibility. Detailed insurance requirements are listed in the Vendor Services Agreement.

## **O. Additional Services**

The general service requirements describe the minimum work to be accomplished. Upon final selection of the vendor, the scope of service may be modified and refined during negotiations with the City.

## **P. Undue Influence**

The vendor declares and warrants that no undue influence or pressure is used against or in concert with any officer, Council Member, or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer, Council Member, or employee of the City will receive compensation, directly or indirectly, from the vendor, or from any officer, employee, or agent of the vendor, in connection with the award of the Agreement or any work to be conducted as a result of this RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

## **Q. Non-Discrimination**

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the City within the limits imposed by law or City policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the contract between the City and the Contractor, and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code. No contractor or subcontractor, regardless of tier, may be listed on a bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of San Bernardino maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation or medical condition. Upon acceptance of a proposal, the city may request that the selected vendor sign a statement affirming their compliance with this policy.

## **R. Right to Conduct Personal Interviews**

The City reserves the right to conduct personal interviews or require oral presentations of any or all vendors prior to an award recommendation.

## **S. Understanding of Service to Be Performed**

By submitting a proposal, the vendor certifies that they have fully read and understand the "Request for Proposal" and have full knowledge of the scope, nature, quality, and quality of service to be performed.

**T. Proposal Preparation Costs**

There is no express or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

**SECTION III.**  
**BID CONTENTS 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) 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.

Proposer to enclose pages 17 & 18 (Annual Purchase Order) along with signed and dated Firm & Fixed "Fee" (in a separate SEALED envelope.) See Section I. E.3.c.

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

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Please indicate any elements of the Proposal Specifications that cannot be met by your firm. \_\_\_\_\_

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

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

Terms and conditions as set forth in this RFP apply to this proposal.

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

In signing this proposal, Offeror(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 RFP. Below, please indicate all Addenda to this RFP 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: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IF SUBMITTING A "NO PROPOSAL", 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 and CSLB license #

\_\_\_\_\_ 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 minor irregularities in a bid or bids not affected by law, if to do seems to best serve the public interest.

NON - COLLUSION Declaration

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:

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).

(date) at \_\_\_\_\_ (city).

**Contractor:** \_\_\_\_\_

**By** \_\_\_\_\_ **(Signature)**

**Title:** \_\_\_\_\_

**SECTION IV.**

**GENERAL EVALUATION CRITERIA**

## **IV. GENERAL EVALUATION CRITERIA**

### **A. EVALUATION CRITERIA**

#### **1. Capabilities of Firm to Effectively Complete the Project Requirements - 35%**

Depth of Offeror(s)'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 - 45%**

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 - 10%**

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 - 5%**

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

#### **5. Local Vendor Preference - 5%**

As approved in Executive Order 2003-01--Offeror(s)'s which possess a fixed office or distribution point with at least one owner or employee located within the City of San Bernardino, and possessing all valid and current permits, and licenses required to transact such business, including, but not limited to a City Business Registration Certificate shall receive a five percent (5%) preference. [Unless contrary to Federal, State or Local Law (such as contracts for the construction of public works projects), or unless contrary to the requirements mandated by the funding source for such contractual services (such as the Federal Government or other source which requires award to the lowest responsible Offeror(s.)

### **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)'s place of business. OFFEROR(S) 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 OFFEROR(S) responding to this RFP. The City expressly reserves the right to postpone proposal opening for its own convenience, to waive minor 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 OFFEROR(S) as City staff may deem to be in its best Interests.** In addition, negotiations may or may not be conducted with OFFEROR(S); therefore, the proposal submitted should contain the OFFEROR(S) most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror(s).

### **D. TIE PROPOSALS**

If the final evaluation scores (after applying the local preference allowance) result in a tie score, then the recommendation for award will be given to the local vendor.

### **E. NOTIFICATION OF AWARD**

OFFEROR(S) 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 proposal shall be in accordance with **Request for Proposal (RFP) Number RFP F-17-01**. All specifications are minimum. Offeror(s) are expected to meet or exceed these specifications as written. Offeror(s) shall attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from the RFP specifications and requirements. Conditional Proposals, or those that take exception to the RFP 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 Proposals and to award a contract to the Offeror(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 proposal.
4. Proposals shall be firm offers, subject to acceptance or rejection within **120** days minimum of the opening thereof.
5. Regular dealer. No Offeror(s) shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for proposal 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 Offeror(s) shall submit with their proposal 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 Offeror(s) must state in their proposal 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 Offeror(s) shall list in their proposal 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 proposal.
11. Successful Offeror(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 quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Proposal 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 proposal. OFFEROR(S) furnishing Proposals 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 proposal.
15. The items which the Offeror(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 RFP 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 proposal, each Offeror(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 proposal shall be submitted and received with the understanding that acceptance by the City of San Bernardino of proposal 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 **RFP F-17-01**. 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 Proposal, **RFP F-17-01** the Contractor's proposal, 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 Proposals.
23. Prompt payment. Each Offeror(s) may stipulate in their proposal 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 proposal evaluation in the case of ties.**
24. Inquiries. Technical questions may be emailed to: Vanessa Slouka, at [Slouka\\_va@sbcity.org](mailto:Slouka_va@sbcity.org). The answers to material questions will be provided in writing by Addendum(s) to all potential Offeror(s) by a posting to the City's website.
25. Proposal/Fee Schedules. No proposal will be acceptable unless fees/prices are submitted on the pricing forms furnished by the contractor herein, and all required forms are completed and included with proposal. Deliver all Proposals, SIGNED and SEALED, to the Purchasing Division, Finance Department at 300 North "D" Street, 4<sup>th</sup> Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFP SPECIFICATION TITLE: INSTALL FLOORING BOTH UP-STAIRS AND DOWN-STAIRS IN THE POLICE DEPARTMENT and NUMBER RFP F-17-01 ON THE OUTSIDE OF THE ENVELOPE.**
26. **Time.** All Proposals must be received in the Purchasing Division no later than **3:00 PM, PST, February 2, 2017**, where at such time and said place Proposals will be publicly opened, examined and declared. Any proposal may be withdrawn by Offeror(s) prior to the above scheduled time for the opening of Proposals. Any proposal 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 proposal.
29. In submitting a proposal to a public purchasing body, the Offeror(s) offers and agrees that if the proposal 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 Offeror(s) for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Offeror(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 proposal 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 RFP.
34. City may, at its discretion, exercise option year renewals for up to 3 years, in one-year increments.
35. By submitting a proposal, Offeror(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 RFP are currently held by Offeror(s), and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Offeror(s)'s response. **Proposals 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.