CITY OF SAN LEANDRO

REQUEST FOR BID

SUBMIT BID TO:	**FOR FURTHER INFORMATION CALL:**
City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	Sally M Perez Acting Purchasing Agent (510) 577-3377 fax (510) 577-3312 sperez@ci.san-leandro.ca.us

BID NO:	**DATE MAILED:**	**THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE:**
06-07.024	October 23, 2006	3:00 P.M. , Thursday, November 2, 2006

QTY.	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
	Clean-up and Removal of Debris on Eden Road **Notice to Bidders** Labor and material as required to provide general clean-up and removal of debris and concrete at Eden Road, San Leandro, CA. The City reserves the right to waive minor variations in specifications bid. The service area shall include: **clean-up and removal of debris and concrete from Eden Road, from 75 feet west of Doolittle Drive to the west end of Eden Road; south limits to the north limits up to the private lines and to the street fence (all of City property). Work to be completed within 21 working days, weather permitting.** Piggyback provision: Other agencies may piggyback on the pricing, terms, and conditions in this bid package with mutual agreement between that agency and vendor. The City's Streets Division of the Public Works Department is in charge of this project. The project administrator is Ron May and he can be reached at 510-577-3449. This project requires the payment of prevailing wages. Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to **3:00 p.m., on Thursday, November 2, 2006** at which time they will be publicly opened and read.		**$_____** **Total**

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The successful bidder shall submit a certificate of insurance showing compliance with the enclosed insurance requirements. This insurance shall be maintained at all times during the course of any resulting agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, any part of a bid, or to waive any informality or minor irregularity in the bids.

Payment shall be within 30 days following date of invoice.

To bid, complete and return these bid documents in a sealed envelope prior to the above-listed due date/time. The envelope shall be marked with the bid name and number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

Project location is:
Eden Road, San Leandro, CA 94577

Firm_____ Date: _____

Address_____ Phone:_____

_____ FAX:_____

By (Signature)_____ Print Name: _____

Email for sending electronic purchase order:_____

Title:_____

_____
Sally M Perez
Acting Purchasing Agent

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

   A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)

   B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

   C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

   A. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   B. Automobile liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of $1,000,000 per accident.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of

the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

i. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.

ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self - insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VIII.

6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

City of San Leandro, CA

1.0 STATEMENT OF POLICY

It is the policy of the City of San Leandro to:

- institute practices that reduce waste by increasing product efficiency and effectiveness,

- purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and

- purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use chlorine free manufacturing processes, and are lead-free and mercury-free.

2.0 PURPOSE

This Policy is adopted in order to:

- conserve natural resources,
- minimize environmental impacts such as pollution and use of water and energy,
- eliminate or reduce toxics that create hazards to workers and our community,
- support strong recycling markets,
- reduce materials that are landfilled,
- increase the use and availability of environmentally preferable products that protect the environment, and
- identify environmentally preferable products and distribution systems.

3.0 SPECIFICATIONS

3.1 Source Reduction

3.1.1 The City of San Leandro shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or workplace quality.

3.1.2 The City of San Leandro shall purchase remanufactured products such as toner cartridges, tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.

3.1.3 All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.

3.1.4 Products that are durable, long lasting, reusable or refillable are preferred whenever feasible.

3.1.5 The City of San Leandro requests vendors to eliminate packaging or use the minimum amount necessary for product protection, to the greatest extent practicable.

3.1.6 Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist.

3.1.7 Vendors shall be encouraged to take back and reuse pallets and packaging materials.

3.1.8 Suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be encouraged to take back equipment for reuse or environmentally safe recycling when the City of San Leandro discards or replaces such equipment, whenever possible.

3.2 Recycled Content Products

3.2.1 All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.

3.2.2 Copiers and printers purchased shall be compatible with the use of recycled content products.

3.2.3 In accordance with California Public Contract Code, Sec. 10409, the City of San Leandro shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment. This section shall not prohibit the purchase of virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit the use of products containing recycled oil.

3.2.4 When specifying asphalt, concrete, aggregate base or portland cement concrete for road construction projects, the City of San Leandro shall use recycled, reusable or reground materials when practicable.

3.2.5 The City of San Leandro shall specify and purchase recycled content transportation products, including signs, cones, parking stops, delineators, and barricades.

3.2.6 All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content.

3.3 Energy and Water Savings

3.3.1 Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

3.3.2 When practicable, the City of San Leandro shall replace inefficient lighting with energy-efficient equipment.

3.3.3 All products purchased by the City of San Leandro and for which the U. S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

3.3.4 The City of San Leandro shall purchase water-saving products whenever practicable.

3.4 Green Building – Construction and Renovations

3.4.1 All building and renovations undertaken by the City of San Leandro shall consider Green Building practices for design, construction, and operation, where appropriate, as described in the LEED™ Rating System.

3.5 Landscaping

3.5.1 All landscape renovations, construction and maintenance performed by the City of San Leandro, including workers and contractors providing landscaping services for the City of San Leandro, shall employ Bay Friendly Landscaping or sustainable landscape management techniques for design, construction and maintenance practices whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

3.5.3 Hardscapes and landscape structures constructed of recycled content materials are encouraged. The City of San Leandro shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

3.6 Toxics and Pollution

3.6.1 When maintaining buildings and landscapes, the City of San Leandro and its contractors shall manage pest problems through prevention and physical, mechanical and biological controls. The City of San Leandro may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.

3.6.2 When maintaining buildings, the City of San Leandro shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.

3.6.3 To the extent practicable, the City of San Leandro shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that meet Green Seal certification standards for environmental requirements.

3.6.4 To the extent practicable, the City of San Leandro shall purchase paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives.

3.6.5 The City of San Leandro will prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, furniture and flooring, whenever practicable.

3.6.6 The City of San Leandro shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, the City of San Leandro shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.

3.6.7 When replacing vehicles, the City of San Leandro shall consider less-polluting alternatives to diesel such as compressed natural gas, biobased fuels, hybrids, electric batteries, and fuel cells, as available.

4.0 PRIORITIES

4.1 The City of San Leandro has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free.

4.2 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.

4.3 Nothing contained in this policy shall be construed as requiring the City of San Leandro, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

5.0 IMPLEMENTATION

5.1 The Finance Director and the Public Works Director, or their designees, shall coordinate implementation of this policy.

5.2 Successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.

5.3 Purchasers shall attempt to include businesses certified by the Bay Area Green Business Program in requests for products and services.

5.4 Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the City of San Leandro, where practicable.

6.0 PROGRAM EVALUATION

6.1 The Directors of Finance and Public Works shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

7.1 "Agricultural Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.

7.2 "Bay Area Green Business Program" is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses.

7.3 "Bay-Friendly Landscaping" means working with the natural ecosystems of the San Francisco Bay Area to foster soil health, to reduce runoff and pollution, prevent and reuse plant waste, and conserve water and other natural resources. Bay-Friendly Landscaping practices are described in the forthcoming *Bay-Friendly Landscape Guidelines*, by the Alameda County Waste Management Authority & Recycling Board.

7.4 "Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

7.5 "Chlorine free" means products processed without chlorine or chlorine derivatives.

7.6 "Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City of San Leandro or serves in a subcontracting capacity with an entity having a contract with the City of San Leandro for the provision of goods or services.

7.7 "Energy Star" means the U.S. EPA's energy efficiency product labeling program.

7.8 "Energy-Efficient Product" means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.

7.9 "Federal Energy Management Program" is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.

7.10 "Green Seal" is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

7.11 “Integrated Pest Management” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

7.12 “LEED™ Rating System” means the self-assessing system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.

7.13 “Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).

7.14 "Postconsumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

7.15 “Practical” and “Practicable” mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

7.16 “Preconsumer Material” means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

7.17 “Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.

7.18 “Recycled Content” means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.

7.19 “Recycled Content Standard” means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as “recycled products.”

7.20 “Recycled Product” means a product that meets the City of San Leandro’s recycled content policy objectives for postconsumer and recovered material.

7.21 “Remanufactured Product” means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

7.22 “Reused Product” means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.

7.23 “Source Reduction” refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

7.24 “U.S. EPA Guidelines” means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.

7.25 “Water-Saving Products” are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

8.0 EFFECTIVE DATES

8.1 This policy shall take effect on 10/4/04.