

CITY OF SAN LEANDRO

REQUEST FOR BID

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| SUBMIT BID TO: City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577 | FOR FURTHER INFORMATION CALL: Don Brockman Purchasing Agent (510) 577-3376 fax (510) 577-3312 dbrockman@ci.san-leandro.ca.us |
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| BID NO: 06-07.039 | DATE MAILED: June 27, 2007 | THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE: 3:00 P.M. , Tuesday, July 24, 2007 |
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| QTY. | DESCRIPTION | UNIT PRICE | EXTENSION |
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| | <p>Digester #4 Boiler Project</p> <p>Notice to Bidders</p> <p>Scope of Work:</p> <p>This project is to replace Digester #4 at the City of San Leandro Water Pollution Control Plant located at 3000 Davis Street, San Leandro, CA.</p> <p>There will be a MANDATORY pre-bid walkthrough on Wednesday, July 11th, 2007 at 10:00 am at the Water Pollution Control Plant at the above address.</p> <p>Sealed bids must be received in the Purchasing Department at the San Leandro City Hall, 835 E. 14th Street, San Leandro, CA 94577 by <u>3:00 PM Tuesday, July 24, 2007.</u></p> <p>All labor, materials and equipment to be supplied by contractor.</p> <p>Contractor to:</p> <ol style="list-style-type: none"> 1. Review location. 2. Meet all local, state and federal safety regulations on confined space, fall protection etc. 3. All clean-up related to each job site. <p>Remove and dispose of existing unit and all necessary piping.</p> <p>Perform all prep work, retrofitting and modification of existing hook-ups (electrical, piping, etc.)</p> | | <p>\$ _____</p> <p>Lump Sum Bid</p> |

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| | <p>Set new boiler in place, connections to the modified hook-ups.</p> <p>Installation of new boiler per the following specifications:</p> <p>Boiler must be all steel constructed; firetube design; scotch or firebox style with the ability to operate with positive pressure combustion chamber; the following equipment is specified for purposes of standardization and continuity: “BURNHAM” Model 4F-209-50-GO-GP digester/natural gas fired hot water heating boiler equipment with a “Gordon-Piatt” Model R10.8 forced draft burner that will fire on either natural or digester gas. The burners to be equipped with “Maxon” digester gas valves, dual manifold gas head automatic fuel changeover with automatic restart on natural gas only on power loss. “Honeywell” RM7840L series flame safeguard controls to be included. The voltage supply to be 460 volts – 3ph with a control circuit transformer. A Bell & Gossett Series B-LS vertical pressurized expansion tank to be provided to accompany boiler.</p> <p>The expansion tank shall be pre-charged with a heavy duty replaceable bladder designed to absorb the expansion forces of the heating /cooling system water while maintaining the proper system pressure under varying cooperating conditions.</p> <p>The City reserves the right to waive minor variations in specifications bid.</p> <p>Contractor license required. Ca. License No. : _____</p> <p>The project manager is Laura Anholt and she can be reached at 510-577-6039.</p> <p>This project requires the payment of prevailing wages.</p> <p>Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to <u>3:00 p.m., on Tuesday, July 24, 2007</u> at which time they will be publicly opened and read.</p> | | |
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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: **City of San Leandro – Purchasing Department, 835 East 14th Street, San Leandro, CA 94577** by 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:
San Leandro Water Pollution Control Plant
3000 Davis Street
San Leandro, CA 94577

Firm _____
Address _____

By (Signature) _____

Date: _____
Phone: _____
FAX: _____
Print Name: _____



Title: _____

Don Brockman
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.

City of San Leandro

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY (APPLICABLE SECTIONS ONLY)

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.

- 3.6.2 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 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.

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.

