

Title: LANPAC- XL High Efficiency Tower Packing



PROPOSAL DOCUMENT

CITY OF BEVERLY HILLS
PURCHASING DIVISION
455 NORTH REXFORD DRIVE BEVERLY HILLS, CALIFORNIA
90210 (310) 285-2440

LEGAL NOTICE - PROPOSALS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

- SECTION I:** REQUEST FOR BIDS
- SECTION II:** GENERAL INFORMATION AND INSTRUCTION
- SECTION III:** DETAIL SPECIFICATIONS
- SECTION IV:** BID FORM

(IF YOU CHOOSE NOT TO SUBMIT A PROPOSAL, PLEASE COMPLETE PAGE)

Sealed proposals will be received only at the **Office of the City Clerk**, 455 North Rexford Drive, Beverly Hills, until 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I - REQUEST FOR PROPOSAL

Date of Request: June 2, 2014

Bid Number: 14-39

**Item Description: LANPAC- XL High Efficiency Tower Packing
(NSF Certified of Drinking Water Equipment)**

Bid Opening: Thursday, June 12, 2014 at 2:00 p.m.

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - Electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID

PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID

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**THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL PROPOSALS
WITHOUT CAUSE AND/OR ELECT NOT TO AWARD A PROPOSAL.**

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. Proposal deposits of unsuccessful bidders will be returned after the proposal has been awarded. A successful bidder's proposal deposit will be returned after he has entered into a written contract, or after a performance bond, if required, has been executed and accepted by the City.
2. The vendor's proposal may be withdrawn at any time prior to the proposal opening. No proposal may be withdrawn after the proposal opening. Violation of this policy may cause forfeiture of the bid deposit and removal from qualified Bidder's List.
3. Bidders are advised to become familiar with all conditions, instructions and specifications governing this proposal. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.
4. Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
5. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from his obligation nor change the terms of the contract.
6. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
7. Bidder shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the proposal and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
8. Each bidder shall submit in full this completed original PROPOSAL DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
9. Bidders shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
10. Cash discounts shall be considered in the evaluation of the proposals, except that payment periods of less than thirty (30) days will not be considered in award of this proposal. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

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11. Upon the award of the proposal to the successful bidder, insurance will be required by the terms of this proposal, the City will require evidence of such coverage be furnished within fourteen (14) days of notification of proposal award. The amounts and types of coverage will be specified in Section VIII of this proposal. **All insurance forms must be in a format acceptable to the City.** See ATTACHMENT A, the City's Insurance Form.
12. The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this agreement.
13. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
14. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.
15. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
16. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.
17. Quantities specified in Section III are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
18. "Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."
19. For any questions regarding this bid, please contact Kevin Watson, Water Operations Manager, at (310) 285-2495.

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SECTION III – DETAIL SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

BRIEF DESCRIPTION: LANPAC-XL High Efficiency Tower Packing NSF Certified for Drinking Water Equipmet

This tower packing is used in the City's Reverse Osmosis Water Treatment Plant air strippers and air scrubbers for VOC removal. This tower packing was specified in the original design and no substitute shall be considered. The specifications are attached.

The City's Water Treatment Plant usage is approximately 2,000 cu. ft. of tower packing per year.

The following items must be included in the quote.

1. All transportation and delivery fees including freight charges, fuel surcharges or any related charges.
2. Quote must include price per 2000 cu. ft. and any delivery charges.
3. The vendor shall enter into an agreement with the City to provide the cartridge filters at a fixed price for a period of one year with an option to renew the agreement for a period of three additional years with no increase in price.
4. Describe how long of an advance notice will be required in placing an order for the cartridge filters to be delivered by a certain date.

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SECTION IV - BID FORM

(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, at prices indicated below:

Bid Proposal: \$ _____

Payment Terms _____

Warranty _____ Exceptions or Deviations attached YES NO

Delivery _____(Number of Days)

Company Name _____ Telephone _____

Address _____

Person submitting bid _____
Print Name Title

Signature

F.O.B.

All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All bid proposals shall be exclusive of tax; City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

INSURANCE (applicable to successful bidder who may come into the City)

- (1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
- (2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.
- (3) **Workers Compensation** Insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 (One Million Dollars) per accident.

All insurance coverages shall be provided by insurers with a rating of B+; VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Work on City property covered by a purchase order cannot be commenced until certificates of insurance have been approved.

Please use the official City of Beverly Hills certificate of insurance form (attached). If you use another form, the following requirements must be met to make the certificates acceptable to the City:

1	name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability; and
2	have at least thirty (30) days written notice of cancellation.

All certificates of insurance must remain current until the purchase order expires or is sooner cancelled.

AFTER THE ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL UPON RECEIPT OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

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If your response is "**NO BID**", please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

Signature

Title

Date

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CA 90210