

Solicitation RFQ 101248

SOIL TESTING SERVICES



City of San Jose

Bid RFQ 101248 SOIL TESTING SERVICES

Bid Number RFQ 101248
Bid Title SOIL TESTING SERVICES

Bid Start Date May 21, 2009 3:10:59 PM PDT
Bid End Date Jun 19, 2009 3:00:00 PM PDT
Question & Answer End Date Jun 12, 2009 5:00:00 PM PDT

Bid Contact Greg Seaton, C.P.M.
408-535-7048
greg.seaton@sanjoseca.gov

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 1 year

Bid Comments THE CITY OF SAN JOSE IS SEEKING QUOTATIONS FOR A CONTRACTOR TO PROVIDE LABOR, MATERIALS AND EQUIPMENT TO CONDUCT SOIL & OIL TESTING AND ANALYSIS SERVICES AS REFERENCED IN ATTACHMENT 'A' OF THESE QUOTATION DOCUMENTS. INTERESTED QUALIFIED COMPANIES ARE ENCOURAGED TO VIEW AND DOWNLOAD ALL RFQ DOCUMENTS ON THIS WEBSITE AND TO SUBMIT QUOTATIONS BY THE DESIGNATED DUE DATE AND TIME. LATE SUBMISSIONS WILL NOT BE CONSIDERED FOR AWARD OF A PURCHASE ORDER.

THE CITY WILL AWARD AN OPEN BLANKET PURCHASE ORDER FOR AN INITIAL ONE-YEAR TERM AND RETAIN THE RIGHT TO EXERCISE TWO (2) ONE-YEAR OPTIONS TO RENEW THE AGREEMENT. ANY INCREASES WILL BE REVIEWED ON THE ANNIVERSARY DATE OF THE AGREEMENT AND WILL BE GOVERNED BY A PERCENTAGE "UP TO" THE ANNUAL AVERAGE OF THE CONSUMER PRICE INDEX PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF STATISTICS.

INSURANCE CERTIFICATION FOR GENERAL & AUTOMOBILE LIABILITY AND WORKMAN'S COMPENSATION IS REQUIRED TO DO THIS WORK. IN ADDITION, THE CITY OF SAN JOSE, 200 E. SANTA CLARA ST., SAN JOSE, CA 95113 MUST BE NAMED AS ADDITIONALLY INSURED ON THE CERTIFICATION. PLEASE REFERENCE INSURANCE INFORMATION DOCUMENT INCLUDED WITH THIS QUOTATION FOR A DETAILED EXPLANATION OF INSURANCE REQUIREMENTS.

Added on May 29, 2009:
ADDENDUM #1:

THIS ADDENDUM ARE FOR THE FOLLOWING CHANGES:

1. EXTENDS THE DUE DATE FOR SUBMISSION OF QUOTATIONS TO JUNE 19TH, 2009 AT 3:00PM PACIFIC TIME. QUOTE SUBMISSIONS RECEIVED AFTER THIS DATE AND TIME WILL BE LATE AND NOT CONSIDERED FOR AWARD OF A PURCHASE ORDER.

2. EXTENDS DUE DATE FOR SUBMISSION OF QUESTIONS TO JUN 12TH, 2009 AT 5:00PM PACIFIC TIME.
Added on Jun 12, 2009:
ADDENDUM #2;

THIS ADDENDUM PROVIDES A NEW PRICING ATTACHMENT. PLEASE REFERENCE ATTACHMENT "A-1" AND SUBMIT WITH YOUR QUOTATION.
Added on Jun 15, 2009:
ADDENDUM #3:

THIS ADDENDUM ANSWERS QUESTIONS SUBMITTED VIA EMAIL PRIOR TO CLOSE OF QUESTIONS DATE. REFERENCE ATTACHMENT TITLED ADDENDUM #3 TO VIEW QUESTIONS AND CITY'S ANSWERS.

Changes made on May 29, 2009 11:56:04 AM PDT

Previous End Date	Jun 4, 2009 3:00:00 PM PDT	New End Date	Jun 19, 2009 3:00:00 PM PDT
Previous Q & A End Date	May 29, 2009 5:00:00 PM PDT	New Q & A End Date	Jun 12, 2009 5:00:00 PM PDT

Changes made on Jun 12, 2009 8:10:36 AM PDT

New Documents	RFQ 101248 Addendum 2, 6-12-09.pdf RFQ10248 Attachment A-1 6-12-09.pdf
Removed Documents	RFQ10248 Attachment A 5-21-09.pdf

Changes made on Jun 15, 2009 2:51:37 PM PDT

New Documents	RFQ 101248 Addendum 3, 6-15-09.pdf
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Item Response Form

Item	RFQ 101248-1-01 - TOTAL COST OF ALL ITEMS ON ATTACHMENT 'A'
Quantity	1 lot
Unit Price	<input type="text"/>
Delivery Location	City of San Jose <u>CSJ/PW Engr Svcs/Survey</u> 1661 Senter Rd, Bldg A, 1st Fl San Jose CA 95112 Qty 1

Description

PROVIDE THE TOTAL COST FROM ATTACHMENT 'A' ON THIS WEBSITE. THIS WILL BE THE COST USED TO DETERMINE THE AWARD.

BIDDERS ARE TO COMPLETE ATTACHMENT 'A' AND PROVIDE TOTAL COST FROM THE TOTAL SUM OF THE HOURLY RATE COLUMN AND THE TOTAL SUM OF THE UNIT/TEST COLUMN. IF BIDDER LEAVES AN INDIVIDUALLY LISTED ITEM BLANK IT WILL BE CONSIDERED AS A NO-BID. NO-BIDS WILL BE CONSIDERED AS CRITERIA FOR DISQUALIFICATION.

REQUEST FOR QUOTATION (RFQ) – INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE QUOTATION:

Your response to this Request may be submitted electronically on-line or in hard copy by mail or fax. Please follow the instructions below.

(a) **Electronic Submission.** The City of San José "CITY" prefers that quotes be submitted electronically. Suppliers must register with RFP Depot and complete the required supplier registration and the supplemental supplier qualifications that are specific to the CITY. The link to RFP Depot may be located through the City's Bidline web site at www.sanjoseca.gov. Electronic quotes may be submitted through a secure mailbox until the date and time as indicated in this RFQ. It is the sole responsibility of the supplier to ensure their quote reaches RFP Depot, LLC before the closing date and time. **There is no cost to the supplier to receive or submit electronic quotes using RFP Depot.**

(b) **Hard Copy Submission.** If the supplier chooses to submit the quote directly in writing: This form must be signed in ink and delivered to CITY, 200 East Santa Clara Street, 13th floor, San José, CA 95113 or faxed to (408) 292-6480 by the due date and time. The "Request for Quotation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item quoted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing quotation. Unit price will govern, if there is an error in the extension. Faxed quotes are submitted at the sole option and risk of the supplier. Access to the Purchasing fax machine is on a "first come first served" basis and CITY does not guarantee the supplier's access to the machine at any particular time.

2. QUOTATION PREPARATION:

(a) The time stated as the deadline for response submittal is critical and must be adhered to as specified.

(b) Unless specifically stated as "no substitutions allowed", whenever an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by CITY. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. The CITY reserves the right to test and evaluate the product. At supplier's expense, Supplier bears sole responsibility for providing any information, test data or document required by the CITY to fully evaluate the acceptability of the "or equal." At Supplier's expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities. If the supplier lists a trade name and/or catalog number in the quote, CITY will assume the item meets the specifications unless the quote clearly states otherwise, and describes specifically how it differs from the item specified. All products are to be of new, unused condition, unless otherwise requested in this solicitation.

(c) By submitting the quotation the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, that prices quoted are correct, and the supplier agrees to comply with the terms, conditions and specifications in this document.

(d) The City may designate incomplete quotes as non-responsive.

3. **LABOR COMPLIANCE:** If Living and/or Prevailing Wage is required for this procurement, supplier shall be required to sign and submit a hardcopy of the Labor Compliance Addendum within ten days after notification of award. The addendum and all wage requirements will be included with each RFQ as applicable.
4. **INSURANCE REQUIREMENTS:** CITY's insurance requirements are included with this document. The supplier recommended for award must provide proof of insurance within ten calendar days after notice of award.

5. LOCAL AND SMALL BUSINESS PREFERENCE

It is the policy of the City of San José to encourage local and small business activity in accordance with Municipal Code Section 4.12.320.

(a) Suppliers responding electronically to this solicitation must register with RFP Depot and complete the "Qualifications for this Agency" under the "Steps for Placing a Bid" section of the on-line solicitation. In order to request the Preference in an on line submission, Suppliers must complete the required on-line form and submit to the City for consideration.

(b) Suppliers submitting written quotes must complete and sign the Local and Small Business Preference form attached. If this form is not properly completed and submitted with the quote, suppliers will not be granted the preference, even if the supplier would otherwise qualify.

(c) If the basis of award is price determinative (awarded to the low supplier) then the amount of the preference shall be 2.5% of cost for Local and an additional 2.5% of cost for Small.

(d) If the basis of award is points determinative ("best value") then the amount of the preference shall be 5% of total points for Local and an additional 5% of total points for Small.

6. **RFQ AMENDMENTS:** Answers to questions submitted through RFP Depot shall be considered addenda to the RFQ. All addenda and notices related to this procurement will be posted by CITY on RFP Depot. In the event this RFQ is obtained through any means other than RFP Depot, CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFQ, as received by Supplier.

7. AWARD OF CONTRACT

(a) The results of the RFQ process may be publicly reviewed after award on RFP Depot.

(b) Suppliers will receive a notification of award via RFP Depot. At such time, suppliers may protest the award recommendation by following the protest procedure described in Section 8 of this document.

(c) The recommended winning supplier shall have ten calendar days from the notification of award to provide verification of insurance and complete and submit the Labor Compliance Addendum, if required for the RFQ. If required documentation is not received within ten calendar days after notification of award, CITY may declare the recommended winning supplier's quote non-responsive and award the purchase order to the second low or second most advantageous supplier.

(d) After receipt of all required documentation, CITY will issue a Purchase Order or Agreement for the required products and/or services. Supplier shall not provide any service.

ship product, or invoice CITY until such time that a properly executed Purchase Order or Contract has been issued by CITY. Failure to do so may result in returning product at the supplier's expense or non-payment of services provided.

(e) For price determinative solicitations, CITY may accept any item or group of items, or the overall low quote.

(f) CITY reserves the right to cancel part or the entire RFQ at any time prior to issuance of a purchase order or execution of an agreement.

(g) CITY reserves the right to reject any or all quotes or waive any informality or technicality in any quote received.

(h) Before or after the award of a contract CITY has the right to inspect the supplier's premises and all business records to determine the supplier's ability to meet contract requirements.

(i) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount.

(j) Multiple purchase orders or agreement may be awarded if CITY determines it would be in its best interest.

(k) For quotations with renewals, all renewals shall be considered as options to renew and will be exercised at the sole discretion of the City.

8. OBJECTIONS AND PROTESTS

(a) Suppliers objecting to the specifications contained in the RFQ must contact the procurement officer listed in the RFQ in writing (e-mail or fax are acceptable) as soon as possible. Objections must be as specific as possible and identify the item number as well as a description and rationale for the objection.

(b) If an unsuccessful supplier wants to dispute the award recommendation, the Protest must be submitted in writing to the Chief Purchasing Officer no later than ten calendar days after announcement of the successful supplier. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of quote requirements and specifications, which must be addressed in accordance with Section 8.(a) above. The Chief Purchasing Officer's decision regarding the protest is final.

(c) The address for submitting protests is:

CITY of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113
Attn: Chief Purchasing Officer

9. PROTECTED INFORMATION: All material becomes the property of CITY. Quotes submitted may be reviewed and evaluated by any persons at the discretion of CITY.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. CITY also encourages

contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFQ.

- 11. ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Suppliers are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products. CITY also encourages contractors to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
- 12. CITY BUSINESS TAX:** If the Supplier is not currently doing business in San José, the supplier shall have to pay a CITY Business License Tax prior to any commencement of work. For more information, you may contact the Business Tax Office at (408) 535-7055 to determine costs, or Web Site: <http://www.csjfinance.org/>

Supplier Acknowledgement Page

RFQ Number: RFQ 101248

RFQ Name: SOIL TESTING SERVICES

Electronic Submission: If you are submitting an on-line quotation, you must complete the required information in this form, and electronically sign the document.

Hard Copy Submission: If you are submitting a paper quotation, you must print this form, and complete and sign the required information.

The undersigned supplier hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this quotation have been carefully reviewed and are submitted as correct and final. Supplier further certifies that it is authorized to make this response and agrees that it can and will furnish all products/services meeting the specifications of this Request for Quotation upon which prices are extended at the unit price offered, and upon the City's Standard Terms and Conditions.

Supplier Name:

Name (signature):

Name (print):

Title:

Executed at: City, State

Date:

**CITY OF SAN JOSE
SERVICE ORDER TERMS and CONDITIONS**

1. **DEFINITIONS:** CITY shall mean the City of San Jose or any department thereof. SERVICE ORDER means that certain contract for services, which includes these Terms and conditions as well as the information, contained on the completed form appearing on the reverse of these Terms and Conditions. References in quotes refer to the designation on the reverse. CONTRACTOR shall mean the business as designated under "VENDOR".
2. **SCOPE OF SERVICES:** CONTRACTOR shall perform those services specified in detail in "DESCRIPTION OF SERVICES." CONTRACTOR will supply all tools and instrumentality's required to perform this SERVICE ORDER
3. **DATA AND FACILITIES:** CONTRACTOR acknowledges that it has in its possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable CONTRACTOR fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth. CONTRACTOR represents that it now has or can readily procure without assistance of CITY all personnel, facilities, machinery and equipment necessary for the performance of this SERVICE ORDER.
4. **CONTRACT:** This SERVICE ORDER constitutes CITY's offer to CONTRACTOR and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by CONTRACTOR either by acknowledgement or commencement of performance. Any terms or conditions by CONTRACTOR is accepting CITY's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by CITY in writing.
5. **SCHEDULE OF PERFORMANCE:** CONTRACTOR's services shall be completed according to the schedule set forth in "DESCRIPTON OF SERVICES." Time is of the essence in this SERVICE ORDER
6. **TERM:** the term of this SERVICE ORDER shall be as set forth in "DESCRIPTION OF SERVICES."
7. **COMPENSATION:** The compensation to be paid and the method of payment for CONTRACTOR for services provided shall be as set forth in the "DESCRIPTION OF SERVICES." Unless otherwise provided for under "DESCRIPTION OF SERVICES." CONTRACTOR shall be responsible for all costs and expenses incident to the performance of this SERVICE ORDER, including all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR, and all other of CONTRACTOR's costs of doing business.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that CONTRACTOR shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of CITY. As an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this SERVICE ORDER.
9. **INSURANCE REQUIREMENTS:** CONTRACTOR agrees to have and maintain the policies set forth in Exhibit A, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk

Manager of the City of San Jose as to form and content. These Requirements are subject to Amendment or waiver if so approved in writing by the Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this SERVICE ORDER.

- 10. CONTRACTOR'S DEFAULT:** CITY's Director of Finance or the Director's authorized designee may, by written notice to CONTRACTOR, cancel this SERVICE ORDER, in whole or in part: (i) if the CONTRACTOR fails to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the Services performed do not conform to contractual requirements or if CONTRACTOR fails to perform any of the other provisions of this SERVICE ORDER, or fails to make progress so as to endanger performance of this SERVICE ORDER, in accordance with its terms; or (iii) if the CONTRACTOR becomes insolvent or commits an act of bankruptcy. If this SERVICE ORDER is canceled, CITY, in addition to all other rights afforded by law for CONTRACTOR's breach of contract, shall have the right to charge CONTRACTOR the amount by which the costs of obtaining the services canceled from another source exceed the prices specified herein, and CITY may set off any such charge against any amounts which may become payable to CONTRACTOR under this SERVICE ORDER or otherwise. Notwithstanding CITY'S right to cancel this SERVICE ORDER for delay, CONTRACTOR shall not be liable to CITY for any damages therefore if (i) CONTRACTOR's delay is due to causes beyond its control, and without its fault or negligence, provided CONTRACTOR promptly notifies CITY of the conditions causing the delay, (ii) CONTRACTOR's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor of supplier and without the fault or negligence of either of them, and the articles or services to be furnished by them were not obtainable from other sources insufficient time to permit CONTRACTOR to meet the required schedule.
- 11. NON-FUNDING:** Each payment obligation of CITY is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by CONTRACTOR, the product or service directly or indirectly involved in the performance of that function may be terminated by CITY at the end of the period for which funds are available. CITY shall notify CONTRACTOR at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue for CITY in the event this provision is exercised, and CITY shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall be construed so as to permit CITY to terminate this SERVICE ORDER or any products or services in order to acquire similar equipment or service from another party. CONTRACTOR agrees to render any assistance which CITY may seek in effecting a transfer of any right of CITY in this SERVICE ORDER, or any part hereof, that is required of CITY pursuant to the securing of financing hereunder.
- 12. COMPLIANCE WITH LAW:** CONTRACTOR shall in the performance of this SERVICE ORDER comply with all applicable Federal, State and local laws and regulations.
- 13. GOVERNING LAW:** CITY and CONTRACTOR agree that the law governing this Contract shall be that of the State of California.
- 14. VENUE:** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States district Court. Northern District of California, San Jose, California
- 15. ASSIGNMENT OF CONTRACT:** CONTRACTOR shall not assign any of the work to be performed under this SERVICE ORDER nor shall CONTRACTOR subcontract for work without CITY's prior written consent.

- 16. WAIVERS:** Failure by CITY to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this SERVICE ORDER, or to exercise any right hereunder, shall not be construed as a waiver of relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but obligation of CONTRACTOR with respect to such future performance shall continue in full force and effect.
- 17. CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this SERVICE ORDER are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.
- 18. OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.
- 19. CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by this service order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of Finance or Director's authorized designee. Upon receipt of any such notice CONTRACTOR shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the service order modified in writing accordingly. CONTRACTOR shall promptly deliver to CITY, and any event within thirty (30) days after receipt of such notice, a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of CONTRACTOR to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.
- 20. TERMINATION:** The performance of work under this Service Order may be terminated in whole or from time to time in part by CITY. CITY's Director of Finance is empowered to terminate this service order on behalf of CITY.
- 21. CONTRACTOR'S BOOKS AND RECORDS:** CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to CONTRACTOR pursuant to this SERVICE ORDER. CONTRACTOR shall maintain all documents and records which demonstrate performance under this SERVICE ORDER for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this SERVICE ORDER. Any records or documents required to be maintained pursuant to this SERVICE ORDER shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONTRACTOR's business CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any part authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.
- 22. NON-DISCRIMINATION:**
- a. Prohibition on Discrimination and Preferential Treatment,

CONTRACTOR shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin. This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing. Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

b. Compliance Reports.

If directed by the Director of Office of Equality Assurance of the City, CONTRACTOR shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and filed at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office Equality Assurance to determine whether CONTRACTOR or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Contract and Chapter 4.08 of the Municipal Code.

c. Failure to comply With Nondiscrimination Provisions.

If the Director of Office of Equality Assurance determines that the CONTRACTOR has not complied with the nondiscrimination or nonpreference provisions of this Contract, CITY may terminate or suspend this Contract, in whole or in part. Failure to comply with these provisions may also subject CONTRACTOR and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontractors.

CONTRACTOR shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Contract so that such provisions are binding upon each of its subcontractors.

e. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Contract may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the CONTRACTOR has its own nondiscrimination requirements or is bound in the performance of this Contract by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONTRACTOR or other governmental agency are substantially the same as those imposed by CITY.

23. GIFTS: CONTRACTOR represents that it is familiar with the CITY's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity. CITY may terminate this SERVICE ORDER for such breach.

24. CONFLICT OF INTEREST: CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this SERVICE ORDER

25. DISQUALIFICATION OF FORMER EMPLOYEES: CONTRACTOR is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door

Ordinance

- 26. WARRANTY AGAINST INFRINGEMENT:** If any article or service provided to CITY hereunder is covered, or is purported to be covered, by any patent or copyright, CONTRACTOR agrees to defend, indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all suits, claims judgments and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by CITY in violation or claimed violation of any rights under patent or copyright.
- 27. INDEMNITY: CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND LIABILITY, INCLUDING EXPENSES, FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF CONTRACTOR, ITS AGENTS, SUPPLIERS OR EMPLOYEES, IN THE PERFORMANCE OF THIS SERVICE ORDER.**

INSURANCE REQUIREMENTS FOR CONTRACTORS

(Standard for Contractors)

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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including products and completed operations, and X, C, U where applicable; and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. 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.

C. 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 insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees, agents and contractors; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The CITY, its officials, employees, agents and contractors are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of, the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased 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 protection afforded to the CITY, its officials, employees, agents and contractors.
- b. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officials, employees, agents or contractors shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees, agents, or contractors.
- d. Coverage shall state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

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

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

F. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements affecting 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.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose – Human Resources
Risk Management
200 East Santa Clara St. 2nd Floor Wing
San Jose, CA 95113-1905

Phone: 408-535-7063
Fax: 408-286-6492

G. Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

City of San José
Request for Contracting Preference for Local and Small Businesses

Suppliers Note: You do not need to complete this form if you are submitting an electronic response to a City solicitation (Request for Quotation, Request for Bid, Request for Proposal) on the RFPDepot system, completed the City of San José Supplemental Qualifications, and checked the appropriate LBE/SBE check-boxes on the Supplemental Qualifications. Contact RFPDepot directly at 1-800-990-9339, if you have any questions in completing this information.

You do need to print and complete this form, if you are submitting a paper response to a City solicitation and want to be considered for the preference.

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials, equipment, services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate License and have an office in Santa Clara County with at least one employee.

If you qualify as an LBE you may also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer. With respect to quotes, bids, or proposals submitted by partnerships or joint ventures, the number of employees for purposes of qualifying as a SBE shall be determined by the total number of employees of each of the members of the partnership or joint venture combined.

There are two ways in which the preference can be applied:

1) In solicitations where price is the determinative factor (*i.e. there are no other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the response submitted. For example, a non-local vendor submits a response to a City solicitation of \$200 per item and a LBE submits a response of \$204 per item. The LBE receives a 2.5% credit on the response, which equals approximately \$5 and thus the LBE will win the award because the response is evaluated as if it had been submitted as \$199.

2) In solicitations where there are a variety of factors evaluated to determine which response best meets the City's needs, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San José Business Tax License Number

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

***SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*):

Local Business Enterprise Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California

Date: _____

Signature _____

Print name _____

Environmentally Preferable Procurement Program (EP³)

Please complete the following information regarding the product and/or service offered. The City is interested in understanding positive environmental attributes as outlined below.

Product or Service Environmental Profile:	Yes	No	Detailed Product/Service Information
1. Are the Products offered certified by independent certification programs such as Energy Star, Green Seal, EcoLogo, or EPEAT?	€	€	<input type="text"/>
2. Do the Products contain recycled material content?	€	€	<input type="text"/>
3. Do the Products offered reduce energy consumption?	€	€	<input type="text"/>
4. Do the Products offered reduce toxicity, including emissions?	€	€	<input type="text"/>
5. Do the Products offered reduce water consumption?	€	€	<input type="text"/>
6. Do the Products offered reduce waste?	€	€	<input type="text"/>

Background

The City of San José has adopted an Environmentally Preferable Procurement (“EPP”) Policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed.

The City’s Finance Department encourages the use of products that minimize adverse environmental and health effects and take into consideration both the costs associated with the full product life cycles.

What Is Environmentally Preferable Procurement (EPP)?

Environmentally Preferable Procurement (EPP) is a process for selecting products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. In the simplest terms, EPP means adding environmental considerations to purchasing decisions along with such traditional factors as performance, price, health, and safety. EPP considerations include:

- Ø durability
- Ø energy and water efficiency
- Ø remanufactured parts and recycled content
- Ø ability to reuse or recycle
- Ø existence of harmful or dangerous chemicals.

The EPP process builds on these single attributes and encourages purchasers to examine multiple attributes such as energy efficiency *and* recycled content *and* toxicity *and* the use of renewable resources *and* other environmental attributes. The mix of attributes will depend on the specific product or service being evaluated.



**NOTICE OF REQUEST FOR QUOTATION (RFQ)
RFQ 101248**

ADDENDUM 2

SOIL TESTING

JUNE 12, 2009

ADDENDUM 2
RFQ 101248
SOIL TESTING

1. This Addendum provides Attachment A-1 which replaces Attachment A. Bidding companies are to use this form when submitting quotations. Please reference the pdf form titled RFQ 101248 Attachment A-1 on this website.

ATTACHMENT 'A-1'
RFQ 10248

PROFESSIONAL SERVICES	HOURLY RATE	DAILY RATE	COST PER TEST/UNIT
Staff - Professional			
Project - Professional			
Principal - Professional			
Senior Professional Engineer			
Expert Witness - Deposition (4 hr. minimum)			
Expert Witness - Court (4 hr. minimum)			
Associate Professional Engineer			
Geotechnical Engineering Technician			
Field Supervisor			
Special Inspector			
Laboratory Technician			
Word Processing			
DSA Certified Technician			
Soil Sampling			
EQUIPMENT & ADDITIONAL CHARGES			
Drill Rig			
Field Technicians Equipment Surcharge			
Vehicle Charge			
Seismograph			
Mileage			
Facsimile Copies			
File Retrieval Years			
Report Surcharge			
Final report			
SOIL & AGGREGATE TESTS:			
Sample Preparation			
Atterberg Limits-(Liquid Limits)			
ASTM, D4318 ASTM 1141			
Atterberg Limits-Plastic Limits			
Atterberg Limits-Plastic Index			
Atterberg Limits-Shrinkage Limits			
Short Hydrometer Analysis (ASTM D422)			
Long Hydrometer Analysis (ASTM D422)			
Sand Equivalent (ASTM 2419)			
Sieve Analysis, Coarse or Fine (ASTM C136)			
Sieve Analysis, Pit Run w/ 200 wash			
Wash Analysis thru #200 Sieve			
L.A. Abrasion and Impact (ASTM C131)			
Moisture Content/Density/Visual Classif. ASTM D2216, D2488)			
Specific Gravity-Soils (ASTM D854)			

6/12/2009

ATTACHMENT 'A-1'
RFQ 10248

Moisture Density Curve (ASTM D1557, ASTM D698) 4" Mold		
Moisture Density Curve (ASTM D1557, ASTM D698) 6" Mold		
Rock Correction, MD Curve w/Oversize Particles (ASTM 4718)		
California Impact (Cal 216)		
R-Values, Soil (CT301)		
Direct Shear Test		
Consolidation, Per Load Increment		
Expansion Index		
Moisture Determination		
Swell Test, 3 Point w/ Plot		
Unconfined Compression Test (ASTM D2166)		
Duribilty Index (ASTM D3744)		
Permeability		
Triaxial Compression, Unconsolidated (ASTM D2850)		
CHEMICAL TESTING:		
Water Soluble Sulfate, Mg S04/Kg Soil		
Water Soluble Chloride, Mg/Kg Soil		
Organic Impurities (ASTM C40)		
pH (CT 643)		
Corrosivity Package (pH, Sulfate, Chloride, Resistivity)		
Resistivity, ohm - cm (CT 643)		
ASPHALT TESTING:		
S-Value - (ASTM D1560)		
Specific Gravity		
Rice Gravity		
Bitumen Content		
Gradation of Extracted AC Sample		
REINFORCEMENT		
Reinforcing Steel Bend Test (Size 14-18)		
Reinforcing Steel Bend Test (Size 3-7)		
Reinforcing Steel Bend Test (Size 8-11)		
Reinforcing Steel Tencile Test (Size 3-7)		
Reinforcing Steel Tencile Test (Size 8-11)		
Reinforcing Steel Tencile Test (over 11)		
CONCRETE		
Concrete/ Shotcrete Inspection		
Concrete Sampling		
Block/Reinforcing/Mortar/Grout Placement Inspection		

6/12/2009

ATTACHMENT 'A-1'
RFQ 10248

Mortar/ Grout Sampling		
Masonry Coring		
Concrete/ Shotcrete Coring		
Concrete Cores		
Concrete Cylinder Compression Testing		
Concrete Mix Design Review		
Laboratory Trial Batch		
Concrete Drying Shrinkage Test		
Shotcrete Compression Test		
Moisture Emission Through Concrete		
Grout Compression Test (ASTM C109)		
Mortar Compression Test		
Masonry Grout Compression (ASTM C39)		
Composite Prism Assemblies (ASTM E447)		
Block Compression Test (ASTM C140)		
Block Absorption Test		
Block Linear Drying Shrinkage (ASTM C426)		
Block Dimensions Equivalent Web Thickness		
Block Unit Weight (ASTM C90)		

TOTAL COST ALL ITEMS:

\$ _____ -

\$ _____ -

**TOTAL COST OF HOURLY RATE AND COST
PER UNIT: (Added Together)**

\$ _____ -

**PERCENTAGE OF MARKUP ON COST FOR
SUPPLIES & MATERIALS:****0%**



**NOTICE OF REQUEST FOR QUOTATION (RFQ)
RFQ 101248**

ADDENDUM 3

SOIL TESTING

JUNE 15, 2009

ADDENDUM 3
RFQ 101248
SOIL TESTING

1. This Addendum provides answers to questions submitted via email.

QUESTION 1: Attachment A-1 the bid form shows “Aggregate Tests” as well as “Chemical Testing” under the daily rate column. Since these individual tests are not quoted on a daily basis are bidders to assume that you the City will want per test rates?

ANSWER Q1: Bidders are to provide pricing in only clear cells. The hourly and daily rate columns for the above mentioned items are “grayed out” . This means you should be putting your rates in the clear column titled “Unit Test”.

QUESTION 2: Mileage is also showing in the hourly rate column. Does the City want the per mile rate or an equivalent hourly rate in this area?

ANSWER Q2: As above the hourly and daily rate columns are “grayed out” for mileage. Bidders should be entering their per mile charge in the clear cell with the column header titled “Per Unit” .

Question and Answers for Bid #RFQ 101248 - SOIL TESTING SERVICES

OVERALL BID QUESTIONS

There are no questions associated with this bid.

Question Deadline: Jun 12, 2009 5:00:00 PM PDT