

**PENINSULA LIBRARY SYSTEM  
HVAC PACKAGE UNIT REPLACEMENT  
NOTICE OF REQUEST FOR PROPOSAL**

**Date: 2/1/2021**

**THE PENINSULA LIBRARY SYSTEM (PLS) IS SOLICITING PROPOSALS TO ESTABLISH A CONTRACT FOR THE REPLACEMENT OF AN EXISTING HVAC PACKAGE UNIT AS SPECIFIED IN THIS REQUEST FOR PROPOSAL.**

**PROPOSAL PACKAGES WILL BE RECEIVED UNTIL 5:00 PM March 19, 2021, PST AT THE PENINSULA LIBRARY SYSTEM, 32 W. 25<sup>TH</sup> AVE., SUITE 201, SAN MATEO, CA 94403**

**ANY PROPOSER WHO WISHES THEIR PROPOSAL TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT THEIR PROPOSAL IS RECEIVED BY THE DEADLINE. NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.**

**COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING KEVIN TERADA, ADMINISTRATION AND FISCAL SPECIALIST AT [TERADA@PLSINFO.ORG](mailto:TERADA@PLSINFO.ORG).**

**IMPORTANT**

**Due to the changing statewide Shelter-in-Place Order, the commencement date for the contractual services may be postponed.**

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## INSTRUCTIONS TO PROPOSER

### **SUBMISSION OF PROPOSAL**

Proposals shall be received at the Peninsula Library System, 32W. 25<sup>th</sup> Ave., Suite 201, San Mateo, CA 94403 until **5:00 P.M., PST, MARCH 19, 2021**. Proposals must be submitted on the form(s) provided with this bid package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must be (**see Page 26**) completed, dated, with firm's name and signed by a duly authorized officer of the firm. Proposals not submitted on the form(s) provided may not be considered by the PLS.

**All bids must be submitted in an appropriate package.**

Please submit **one (1) original signature hard copy** to be signed in blue ink (original copy marked as such).

### **KEY EVENTS AND PROJECTED DATES (SCHEDULE)**

Listed below are the target dates by which the Peninsula Library System expects certain events to be complete:

<b>Release of RFP</b>	<b>2/1/2021</b>	
<b>RFP Submission Deadline</b>	<b>3/19/2021</b>	
<b>Onsite Pre-award inspection by Vendors</b>	<b>3/26/2021 to 4/9/2021</b>	
<b>Award of Contract</b>	<b>4/23/2021</b>	<i>(Dates may change due to Shelter-in-Place Order)</i>
<b>Contract Approval</b>	<b>5/7/2021</b>	

Before submitting proposal, proposers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at the proposer's own risk.

It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Proposer shall satisfy himself/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents.

The failure or neglect of the proposer to examine the documents shall in no way relieve him/her from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the PLS may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve them from any

obligations with respect to this Request for Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**PRICES, NOTATIONS, AND MISTAKES**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**INTERPRETATION, CORRECTIONS AND ADDENDA**

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify the contact person as shown under “Responsible Parties” of such concern in writing, either by mail, e-mail or facsimile, and request clarification or modification of the document(s) **no later than ten (10) business days before the deadline as set forth under sub-Section “Proposal Submittal Deadline.”** No further requests for clarification or objections to the Proposal will be accepted or considered after this date.

The Proposer shall sign and date the addendum and submit same with the proposal.

**ADDENDA TO RFP**

Should any question or response require revision to the scope of work as originally published, such revisions will be made in writing, by formal addendum only. During the proposal period, the PLS may issue written addenda to each person, firm, or corporation who has secured a copy of these specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the proposal, and as such addenda shall become a part of the scope of work and contract.

Any changes, additions, deletions, or clarifications to this proposal package, including the general/special provisions and scope of work, shall be made by written addendum to the Request for Proposal.

Addenda issued within five (5) calendar days of the proposal submission date/time may as determined by the PLS to be cause for extension of the submission date, in order to allow prospective proposers sufficient time to prepare their proposals.

Each proposal shall include specific acknowledgement in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

**AWARD OF PROPOSAL**

Award of proposal, if awarded, shall be made by PLS to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria herein. Award will not be based on price alone. The criteria are not listed in any order of preference. An evaluation process will be established by the PLS and/or its representatives or agents. An evaluation team will evaluate all proposals received in accordance with the Evaluation Criteria. The PLS reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The PLS is not obligated to accept the lowest proposal but will make an award in the best interests of the PLS after all factors have been evaluated. Receipt of the official PLS Professional Services contract or Purchase Order shall indicate award of the proposal.

**METHOD OF AWARD**

The successful contractor will be determined on the basis of both cost and criteria outlined elsewhere in this solicitation. Although cost is an important factor, it is not the only factor that will be considered. The contractor to whom the award is made will be notified at the earliest possible date. The PLS, however, reserves the right to reject all proposals, and to waive any informality in proposals received whenever such waiver is in the best interest of the PLS. It also reserves the right to reject the proposal of a vendor who has previously failed to perform properly or complete on time contracts of similar nature, or the proposal of a vendor who is not in the position to perform the contract.

## EVALUATION PROCESS

Each proposal will be carefully reviewed by the evaluation team based on the assigned criteria. A quantitative score will be assigned to each proposal based on a scale of 100. Discussions/interviews may, at the PLS’ sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the PLS will not disclose information derived from proposals submitted by competing Proposers.

- **The highest overall score proposal will be accepted.**

EVALUATION CRITERIA	PERCENTAGE
Company’s Background (size, structure of firm, location of current operations offices, etc.), history and experience in performance of comparable work; including any dedicated courier drivers providing delivery services to only one entity	30%
Cost – Although not the primary criteria, PLS will assess the cost.	35%
Provide three (3) current business references, preferably with experience similar to scope of services in this procurement.	25%
Proposal submission – <u>Clarity, compliance, and completeness</u> relative to the information requested in the RFP. Otherwise, list exceptions	10%

### **AWARD AUTHORITY**

The PLS and/or its representatives or agents, shall be the sole judge of the quality and suitability of the proposal offered in its determination of the successful vendor.

### **TERMS OF THE OFFER**

The PLS reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer’s proposal, and all modifications and clarifications that are submitted at the request of the PLS during the evaluation process.

**COST OF PREPARATION OF OFFERING**

The PLS will not pay cost incurred in the offering preparation, printing, demonstration, or negotiation process. All costs shall be borne by the proposing vendor.

**CONFIDENTIALITY OF DOCUMENTS**

All documents submitted as part of the vendor's offering will be deemed confidential during the evaluation process. Vendor offerings will not be available for review by anyone other than the evaluation team or its designated technical and operational representatives. Following award of contract, all offerings become public documents and are available for public viewing upon written request.

**PROPOSER IS SOLE POINT OF CONTACT**

The Successful Proposer will be the sole point of contact. The PLS will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for non-performance of any or all subcontractors.

**SPECIFICATIONS DEFINED**

The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including but not limited to the Request for Proposal, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form(s), General Provisions, Special Provisions, Experience Statement, and Required Insurance Certificates.

## **GENERAL PROVISIONS**

### **THE SCOPE OF WORK**

The Peninsula Library System is issuing a Request For Proposal for work on its HVAC system on its building located 32W. 25<sup>th</sup> Ave in San Mateo, California. Specifically, the replacement of one 5 Ton Capacity roof mounted package unit and three roof mounted Heat Pumps with 5 Ton Capacity.

### **ASSIGNMENT AND SUBCONTRACTING**

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting Professional Services contract or Purchase Order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of PLS. Neither the Professional Services contract nor Purchase Order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by PLS.

### **FORCE MAJEURE**

Time extension for delay may be allowed the Proposer by PLS for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of PLS, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

### **TERMINATION FOR DEFAULT – TIME EXTENSION FOR DELAY**

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to insure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and contract, PLS, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the PLS's option. The proposer and its sureties shall be liable to PLS for liquidated damages, or if no liquidated damages are so provided, then for any damages to the PLS resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

### **GOVERNING LAWS**

This request for proposal and the resulting contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, and the California State



Department of Health Services. This contract shall be in accordance with the substantive and procedural laws of the State of California.

**DAMAGES**

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by the PLS.

**DEBARMENT AND SUSPENSION CERTIFICATION**

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, please attach explanation on separate sheet of paper. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of the Certification.

**INDEPENDENT PROPOSER**

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the PLS. The proposer is an independent solely responsible for proposer's acts. The resulting awarded contract shall not be construed as an agreement for employment with the PLS.

**NON-APPROPRIATION OF FUNDS**

The PLS warrants that it has funds available to remit payments on the resulting Professional Services contract or Purchase Order at the time the agreement is executed. Should appropriated

funds during the term of the agreement become unavailable, PLS may cancel the Professional Services contract or Purchase Order by providing the proposer with written notice. Such notice shall release both the PLS and proposer from all obligations under the Purchase Order or Professional Services contract, and proposer shall refund the PLS the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the PLS.

### **EXAMINATION OF DOCUMENTS**

It is the responsibility of the proposers to carefully, thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, and addenda (if any). Proposers shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified. The failure or neglect of the proposer to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgement upon which the PLS may rely that the proposers have thoroughly examined and are familiar with the documents. The failure or neglect of the proposers to receive or examine any of the documents shall in no way relieve them from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

### **CONFORMITY WITH LAW AND SAFETY**

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save PLS harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

This Request for Proposal and the resulting contract/purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, NFPA, the California State Department of Health Services, and the County of San Mateo Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

B. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Purchase Order or Professional Services contract, Vendor shall immediately notify the PLS administration by telephone. Vendor shall promptly submit to PLS a written report, in such form as may be required by PLS Administration, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- (1) Name and address of the injured or deceased person, and
- (2) Name and address of Proposer's subcontractor (if any), and
- (3) Name and address of Proposer's Liability Insurance Carrier, and
- (4) A detailed description of accident and whether any of PLS's equipment or material was involved.

**ATTORNEY'S FEES**

If any action at law or inequity is brought to enforce or interrupt the provisions of the Purchase Order or the Professional Services contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**BIDDER AGREEMENT TO TERMS AND CONDITIONS**

Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

**RIGHT TO AUDIT**

PLS shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for PLS to audit these records.

**TAXES**

Successful bidder shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the agreement and shall indemnify and hold harmless the PLS from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**COMPLIANCE OR DEVIATION TO SPECIFICATIONS**

Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the bidder's response and listed as such under **Exceptions to the Scope of Work – Page 20**.

## REQUIREMENTS FOR CONTRACTORS

### 1. LICENSES

All Contractors and their Subcontractors shall be licensed by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

### 2. TAXES

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by Local, City, State or Federal law, and shall include such expenses in the total amount bid.

### 3. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

A contractor or subcontractor may not be qualified to bid on or be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor must comply with all applicable California Labor Code provisions and related regulations, including, but not limited to the following: Labor Code Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815; Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations (8 CCR 16451 et seq.).

This project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code, as well as the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**X\_\_\_\_\_ If initialed by PLS representative, the above paragraph has been determined by the PLS to be inapplicable on the basis that the services to be provided under this contract do not require registration with the California Department of Industrial Relations pursuant to Labor Code Section 1771.1(a). It is the Contractor's responsibility to correct this determination if it believes the conclusion to be inaccurate.**

#### 4. PAYING OF PREVAILING WAGE RATES

Pursuant to Section 1773 of the Labor Code, the General Prevailing Wage Rates for where the work is to be done have been determined by the Director of the California Department of Industrial Relations. The General Prevailing Wage Rates are available at the Department of Public Works, and are also available at the State of California Division of Labor Statistics and research web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards.

#### 5. INDEMNIFICATION

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless the Peninsula Library System, their officers, agents, and employees, from any liability as a consequence of any willful act or negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold harmless PLS, their officers, agents, and employees from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public. The duty to defend shall include, but is not limited to, the payment of court costs, expert witness fees, and attorney's fees (whether or not handled "in-house" by the PLS) and shall further include attorney's fees for separate counsel if there exists an actual or potential conflict between PLS and Contractor.

Consistent with Civil Code Section 2782, this provision does not impose upon Contractor liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole negligence, or willful misconduct of the PLS or their agents, servants, or independent contractors who are directly responsible to the PLS, or for defects in design furnished by those persons. In addition, consistent with Civil Code Section 2782, this provision neither imposes upon Contractor, nor relieves PLS of liability arising from the active negligence of the PLS.

**6. INSURANCE**

The Contractor shall maintain a commercial general liability insurance policy in the amount of **one million dollars (\$1,000,000.00)**. If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. The **“Peninsula Library System”** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to PLS prior to commencement of work.

**X\_\_\_\_\_ By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

Nothing herein shall be construed as a limitation of Contractor's liability, and PLS agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, PLS may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. WORKERS' COMPENSATION**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to PLS prior to commencement of work.

Contractor will have Workers' Compensation insurance as required by the State of California and Employers Liability Insurance with limit of \$1,000,000 shall be maintained. If any work shall be performed on, in, or under a body of water and governed by U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify the PLS for all claims arising out of such an injury.

**X\_\_\_\_\_ By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

**8. NONDISCRIMINATORY EMPLOYMENT**

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and Local statutes, regulations and ordinances.

**9. DEBARMENT AND SUSPENSION**

The Contractor under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**10. GENUINE BID**

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that he has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that he has not in any manner sought by collusion to secure himself an advantage over any other bidder.

**Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.**

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**Contractor (Firm Name)**

---

**Authorized Signature**

---

**Date**



**INVOICING AND PAYMENT**

Vendor shall submit an invoice to the following address:

**Peninsula Library System  
Attn: Accounting  
32 W. 25<sup>th</sup> Ave., Suite 201  
San Mateo, CA 94403**

Payment by PLS to Vendor shall be made in full, per invoice, with no partial payments allowed within thirty (30) calendar days after receipt of a correct invoice.



**ATTACHMENT A**  
**COMPANY REFERENCES**

Proposers shall provide the following information which will be used by the PLS in evaluating the proposal

1. Number of years in business: \_\_\_\_\_

2. Current average number of employees: \_\_\_\_\_

3. List three (3) previous projects

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

**ATTACHMENT B**

**SCOPE OF WORK**

- 1) The scope of services will consist of the replacement of an existing 5 ton, roof-mounted Package unit and three heat pumps on a wood platform on the building roof located on 32W. 25<sup>th</sup> Ave, San Mateo. The current package unit is a Rheem RRGE-05N24JK gas/electric (maximum 1045 CFM Capacity) mounted on a roof platform of a two-story building. The three heat pumps are York E4CP060 (maximum 2,000 CFM Capacity) one services an area approximately 2,400 square feet, the remaining two service areas of 1,000 square feet each. The contractor's services shall include all necessary plans, permits for the installation of the new energy-efficient units including the removal/disposal of the existing units, the procurement and installation of the new energy-efficient HVAC units, which will involve connection to existing building ductwork (may require some duct routing), utilities, wiring, ventilation, and controls.
  
- 2) The contractor's services shall include:
  - a. All personnel, labor, overhead, equipment, and services required to complete the work
  - b. All licenses, permits, inspections, etc., and their related fees
  - c. All administrative costs (postage, printing, deliveries, etc.)
  - d. All required insurance and certificates
  - e. All design drawings and plans (including structural engineering & design)
  - f. All required completion close-out documents (e.g. lien waivers, inspection documents, etc).
  - g. All equipment warranties (minimum period of 10 Years for parts).
  - h. HVAC contractor 12-month installation warranty for parts and labor.
  - i. All work will be completed by agreed-upon completion date. A schedule will be submitted showing all tasks and durations. This schedule will include any possible downtime to utilities or other building services.
  
- 3) Documents, Licenses and Permits
  - a. Contractor will submit a current State of California License and provide copies of licenses of all sub-contractors.
  - b. Contractor will be responsible for obtaining and paying for all permits required for this project.
  - c. Contractor will provide certificates of insurance for General Liability and Workers' Compensation.
  
- 4) Contractor shall protect all existing equipment, structures, trees, shrubbery, and landscaping from damage. Contractor shall be responsible for satisfactory replacement or repair of any damage that occurs because of this contracted work. Contractor shall clean up all work debris and legally dispose of all debris off-site. Accumulation of debris will not be permitted.

- 5) Contractor is solely responsible for the safety of all workers, tenants and public present during the execution of the work.
- 6) All work shall be performed in a professional manner. Work must comply with all governing Federal, State, County, City, electrical, plumbing, HVAC, including fire Safety Codes. All work requiring licensed mechanics by code or regulation shall be done only by the employees having such licenses. Unless otherwise specified, all work will comply with Local and State Building and Fire Safety codes.

\*\*\*END OF SCOPE OF WORK\*\*\*

**ATTACHMENT C**

**EXCEPTIONS TO THE SCOPE OF WORK**

Vendors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Attach an additional sheet if more space is necessary. Any exception taken shall be fully described to allow PLS to evaluate its acceptance.

Specification Section or  
Page number

Description of Exception

=====

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**\*\*End of Exceptions\*\***

**ATTACHMENT D**  
**EXISTING SYSTEM IMAGES**



Existing Roof Deck





Heat Pump Suite 2471



Heat Pump Suite 2477





Heat Pump Suite 100



**Building Views**



**ATTACHMENT E**

**OFFER**

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF AWARD OF CONTRACT OR MUTUALLY AGREED DATE OF COMMENCEMENT, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT WITHIN THE TIME SPECIFIED. DISCOUNTS WILL NOT BE CONSIDERED IN THE EVALUATION OF ANY QUOTATION, UNLESS OTHERWISE STATED IN THIS INVITATION.

**REPRESENTATIONS AND CERTIFICATIONS**

PROPOSER CERTIFIES THE FOLLOWING: (CHECK APPROPRIATE ONE)

THAT THEY ARE A \_\_\_\_\_ DEALER IN THE BID ITEMS BID UPON  
 \_\_\_\_\_ MANUFACTURER OF THE ITEMS BID UPON

THAT THEY OPERATE AS AN \_\_\_\_\_ INDIVIDUAL  
 \_\_\_\_\_ PARTNERSHIP  
 \_\_\_\_\_ CORPORATION

INCORPORATED IN THE  
 STATE OF \_\_\_\_\_

**BIDDER NAME:** \_\_\_\_\_

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

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:**

**REQUIRED**      **X** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_



## **PROPOSAL DOCUMENTS TO BE SUBMITTED**

The following forms must be completed and submitted on or before the Submittal Deadline.

**PLEASE PROVIDE ONE (1) COPY WITH ORIGINAL SIGNATURES.**

The following forms must be completed and submitted on or before the Submittal Deadline.

- |    |                                 |         |
|----|---------------------------------|---------|
| 1. | Requirements for Contractors    | Page 12 |
| 2. | Attachment A – References       | Page 17 |
| 3. | Exceptions to the Scope of Work | Page 20 |
| 4. | Attachment E -Signed Offer      | Page 26 |

Successful Proposer shall furnish:

1. Certificate of Liability Insurance naming Peninsula Library System
2. Additional Insured Endorsement naming Peninsula Library System as additional insured
3. A signed IRS W-9 Federal Tax ID Certification