



**INVITATION FOR BID
FB 23-02**

BID NAME
Chemicals

Bid Opening
April 21, 2023
At
2:00 p.m.

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB 23-02**

NOTICE IS HEREBY GIVEN THAT the City of Yuba City, in the County of Sutter, State of California, will receive sealed bids for:

Chemicals

- Chemical 1 - Calcium Hydroxide Slurry/Lime Slurry
- Chemical 2 - Liquid Oxygen
- Chemical 3 - Powered Activated Carbon

Specification packets may be obtained from the City of Yuba City website, www.yubacity.net, go to Doing Business, click Request for Bids/Proposal, click General Products and Services and then click on FB 23-02 to access the bid package.

Bids are to be submitted on forms contained in the bid packet. **Bids are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before April 21, 2023 at 2:00 p.m.**, at which time bids will be opened and read at the Office of the City Clerk. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED BID NO: FB 23-02, BID OPENING, April 21, 2023, 2:00 P.M., CITY HALL."

The City will not accept responsibility for delays in receipt of bids sent by mail or other carriers. It shall be the sole responsibility of each bidder to ensure that the City Clerk receives bids no later than the time stated for bid opening. All bids received after said time and date shall be rejected.

The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in the bid.

No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening.

Any questions concerning the bid requirements may be directed to Amarjit Kaur at purchasing@yubacity.net prior to the bid opening. If you do not have access to the website, you may stop by the Finance Department at City Hall, 1201 Civic Center Blvd., Yuba City, Monday thru Friday 8 A.M. to 5 P.M. to obtain a copy of the bid package.

By order of the City Council, City of Yuba City, County of Sutter, State of California.

Date: 3/22/23

Spencer Morrison
Finance Director

PART I
GENERAL CONDITIONS

1. PREPARATION AND SUBMITTAL OF BIDS

- A. Bids not submitted on the Bid Proposal Form may be rejected.
- B. Bids are to be submitted on forms contained in the bid packet. Bids are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before 2:00 P.M., April 21, 2023, at which time bids will be opened and read. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED BID FB 23-02, BID OPENING APRIL 21, 2023, 2:00 P.M., CITY HALL."
- C. All information requested of the bidder shall be entered in the appropriate space on the Bid Form. Failure to do so may disqualify your bid.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the bid.
- F. Time of delivery shall be stated as the number of calendar days following the signing of the contract to the date of delivery and acceptance by the City of Yuba City.
- G. Each bidder shall state the net price for said item/service delivered F.O.B, see below under Part II, Specifications.
- H. Two (2) copy of the bid forms must be submitted/received by the date and at/or prior to the time specified, to be considered. No late bids, fax, email, or telephone bids will be accepted. The City will not be responsible for, nor will accept postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- I. An authorized officer or agent of the bidder shall sign all bids.
- J. All bids, whether accepted or rejected, shall become the property of the City of Yuba City.
- K. The contract awarded by the City Council or City's Purchasing Agent to provide the specified items shall include the City's entire bid packet and specifications, all submittals provided to the City with the bid, any written clarifications to the bid provided by the

City to the bidder, and any addendum issued by the City during the bidding period.

2. BRAND NAMES

- A. Any reference to brand names and numbers in the invitation for bids is descriptive, but not restrictive, unless otherwise specified.
- B. Bids on equivalent items meeting the standards of quality thereby indicated would be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands.
- C. Unless the bidder specifies otherwise in his/her bid, it is understood that the bidder is offering a referenced brand item as specified in the invitation for bids. The City of Yuba City reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the City of Yuba City may require a bidder offering a substitute to supply additional descriptive material.

3. TAXES

- A. Add 7.25% California Sales Tax to the item(s) in your bid (with the exception that no sales tax is added to any orders for the Water Treatment Plant).
- B. If your company is outside California and collects use tax, please state the amount as a separate item if the City of Yuba City is to remit the tax.
- C. Do not include Federal Excise Tax in your bid.

4. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Bidder must state exact payment terms in their bid proposal. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, in triplicate, to the City of Yuba City – Attention: Utilities Department. All invoices must reflect correct bid amounts and only include charges that are on bid proposal forms and agreed upon by the City. Any incorrect invoices will be paid as per bid proposal form.
- C. At the beginning of the contract, a purchase order will be issued for the chemical(s) awarded. The bidder(s) must submit invoice(s) for the ordered chemical(s) and the invoice(s) will be issued against the purchase order.

5. LIABILITIES

- A. The bidder shall hold the City of Yuba City, its officers, agents, and employees harmless from liability of any nature or kind because of use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the City of Yuba City or himself/herself because of the unauthorized use of such articles.

6. AWARD/TERMINATION OF CONTRACT – PURCHASE ORDER

A. Competitive Bidding

If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or effect the awarding of this bid is in violation of competitive bidding requirements, and may render any bid under such circumstances void.

B. Award of Bid

The award of this bid will be based on the lowest responsive bidder, meeting all of the City's specifications and conditions, subject to the right of the City to award the contract to a bidder which is not the lowest responsive bidder when the City determines it would be in the best interest of the City. If the bid is under \$50,000, the bid may be awarded by the City's Purchasing Agent. If the bid is under \$100,000, the bid may be awarded by the City Manager. If the bid is over \$100,000 it shall be presented to the City Council for award. It is at the sole discretion of the City to determine the equipment and bidder best suited in meeting those needs.

- C. Within sixty (60) days after the bid opening, a contract will be awarded by the City's Purchasing Agent or City Council. The time for awarding the contract may be extended by the City's Purchasing Agent or City Council for a reasonable time beyond sixty (60) days, as may be required to evaluate bids, or for such other purposes as the Council may determine. The "lowest responsive bidder" is defined as follows:

1. Bid offered
2. The ability of the service and contract offered to provide the quality, fitness and capacity for the required usage
3. The ability, capacity and skill of the bidder to perform the contract or provide the service required

4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past purchases by the City
 5. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required
 6. The quality of performance and/or quality of products provided in previous contracts or services
 7. Other information secured and having bearing on the decision to award the contract
 8. Continuity of service
- D. The City of Yuba City reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the bid, with the successful firm. The City of Yuba City's decision shall be final.
- E. In all purchases by the City of Yuba City, availability and accessibility of warranty service and service after warranty will be considered in determining the awarded bidder.
- F. If a contract shall be entered into by the bidder and the City of Yuba City, such contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Yuba City.
- G. If, in the opinion of the City, the service is not satisfactory, the Contractor shall be advised in writing by the City. Specific reasons may include, but are not limited to, the handling of the services, safety, care of City equipment, response to the City needs, measures to take corrective actions if required, ability to handle problems, the ability to provide accurate reports and invoicing, and other factors which involve the chemical purchases and usage.

7. CHANGES IN PURCHASING ORDER/CONTRACT

- A. No changes may be made in the purchase order/contract without written authorization of the City of Yuba City Purchasing Agent.

8. TERMINATION FOR CAUSE

- A. In the event the Contractor fails to meet the bid specifications of the contract, as determined solely by the City, the City may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment

and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

9. TERMINATION FOR CONVENIENCE

- A. City may terminate the contract at any time and for any reason by giving specific written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. If the contract is terminated by the City as provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

10. STATEMENT OF INTENT

- A. It is the intent of City of Yuba City that the contract is in full compliance with the specifications.

11. INSURANCE

- A. The bidder must provide proof of insurance as outlined in the attached insurance requirements. Bidders must submit a letter at time of bid from the bidder's insurance carrier indicating that the insurance company has read the insurance requirements stated herein and will be able to provide the certificate and endorsements for the coverage required. A copy of bidder's insurance policy will not satisfy this requirement.
- B. The Contractor shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain all the insurance required under this Section and, prior to executing the contract, shall furnish the City of Yuba City with satisfactory proof that the requirements of this Section have been fully complied with.

12. CONFLICT OF INTEREST

- A. Bidder warrants and covenants that no official or employee of the City of Yuba City, nor any business entity which an official of the City of Yuba City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Yuba City.
- B. The relationship of the Contractor to the City will be that of an independent contractor and not as an officer, employee or agent of the City.

13. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The City of Yuba City reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

14. NON-DISCRIMINATION/HARASSMENT/RETALIATION

- A. The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. It is the policy of the City of Yuba City that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

15. OTHER AGENCY “PIGGY-BACK” PROCUREMENTS

- A. Other municipalities, fire districts, or public agencies may be interested in participating in this bid. Such “piggy-back” awards will be made independently by each agency, and the City is not an agent, partner or representative of these agencies and is not obligated or liable for any action

of debts that may arise out of such independently negotiated “piggy-back” procurements. The bid proposal form includes a space for the bidder to indicate their willingness to allow other agencies the opportunity to “piggy-back”.

16. ADDENDUMS

- A. The bidder is responsible for checking the City’s website or calling the Finance Department at 530-822-4659 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate if addendum(s) released by the City were incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the City reserves the right to reject the bid.

17. SPECIAL CONDITIONS

- A. Bidders are hereby notified that each chemical shall be considered and awarded separately. Bidders may opt to bid in as many or as few categories as they wish.
- B. The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating the City of Yuba City to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. City of Yuba City reserve the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased.

18. PRICING

- A. Only those charges that are identified on the bid proposal form and agreed upon by the City will be allowed. All surcharges, fees, etc. need to be identified on the bid proposal form and will not be paid if they are not identified on the bid proposal form. Charges shall remain for the period of the contract.

19. BUSINESS LICENSE

- A. All businesses doing work in the City of Yuba City should verify with the Finance Department if they are required to be registered for and pay the Yuba City Business Tax(es) and/or License. The Contractor and/or subcontractor(s) who is/are awarded the bid shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and

effect during the term of this Contract. Additional information and business licenses can be obtained by calling (530) 822-4618 or emailing the City at businesslicense@yubacity.net. You are also welcome to stop by City Hall at 1201 Civic Center Blvd, Yuba City, CA 95993.

20. STANDARD AGREEMENT/TERM OF CONTRACT

- A. The initial term begins on July 1, 2023 and runs through June 30, 2024, with an option to extend the contract on a year-to year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the City of Yuba City and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the City of Yuba City and the successful bidder.
- B. A copy of the City of Yuba City Standard Agreement is attached for review. After the awardee has been determined, the Standard Agreement will be completed and signed by both parties. A final copy will be mailed or electronically mailed to your company for your records.

21. DELIVERY OF WRONG MATERIAL/CHEMICAL

- A. In the event that a material or chemical other than that which was ordered is off loaded into a bulk storage container/tank, it is the contractor's responsibility to install temporary equipment to keep the facility operational while contractor removes material, cleans container/tank and new material is delivered.

PART II SPECIFICATIONS

CHEMICAL 1 CALCIUM HYDROXIDE SLURRY/LIME SLURRY

GENERAL

The estimated usage of calcium hydroxide slurry/lime slurry is expected to be 200 tons intended for use at the Yuba City Water Treatment Facility.

CHEMICAL AND PHYSICAL NATURE

Calcium hydroxide slurry shall have a minimum solids content of 35 percent. One hundred percent of particles shall pass a number 20 mesh sieve and 95 percent shall pass a number 100 mesh screen. A specific gravity of 1.35 and pH of 12.5 (Buffered)

BID REQUIREMENTS/GUARANTEES

THE BIDDER SHALL SUBMIT WITH THE BID DOCUMENTS: 1. A certified chemical analysis of the calcium hydroxide slurry, 2. an affidavit to Yuba City that the material to be furnished under this contract and at the time of unloading complies with the applicable requirements of the City's specifications, and 3. Certification from an ANSI accredited organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals – Health Effects that the calcium hydroxide slurry is certified as suitable for contact with or treatment of drinking water.

REJECTION

If sampling and analysis tests confirm the failure of the material to meet specifications, the entire shipment shall be removed and replaced with material, which meets the specifications at the sole expense of the contractor. The City may, in lieu of rejection and at its option, agree to a price adjustment.

DELIVERY

Calcium hydroxide slurry shall be furnished F.O.B. Yuba City Water Treatment Facility, 701 Northgate Drive, Yuba City, CA 95991. All deliveries shall be in minimum quantities of 4000 gallons and be accompanied with a weight certificate, certification of strength, and a representative sample. The sample will be used to confirm solution strength and other specification compliance. Deliveries will be made every one (1) to two (2) weeks. Normal delivery shall be within three days of order placement. Deliveries will be made on a specified date within three (3) days after request by the City. Normal delivery shall be Monday through Friday, between 7:00 a.m. and 2:00 p.m.

CHEMICAL 2 LIQUID OXYGEN

GENERAL

This specification covers the purchase of approximately 560,000 gallons of Liquid Oxygen intended for use at the Yuba City Wastewater Treatment Plant. It is anticipated that the usage will be approximately equally distributed throughout the year.

INSPECTION

The City's equipment for the liquid oxygen must be inspected by vendor at the beginning of the contract prior to any deliveries being made. This is to be an annual inspection.

CHEMICAL AND PHYSICAL NATURE

Liquid oxygen shall be commercial grade and shall be suitable for use in wastewater treatment.

BID REQUIREMENTS/GUARANTEES

THE BIDDER SHALL SUBMIT WITH THE BID DOCUMENTS: 1. A certified chemical analysis on the liquid oxygen to be supplied, and 2. Ability to install/provide a Remote Terminal Unit (RTU) or Cellular Monitoring System (CMS) to track LOX tank level to be supplied, and 3. An affidavit to the City of Yuba City that the material to be furnished under this contract and at the time of unloading complies with all applicable requirements of the City's specifications.

REJECTION

If sampling and analysis tests confirm the failure of the material to meet specifications, the entire shipment shall be removed and replaced with material, which meets the specifications at the sole expense of the contractor. The City may, in lieu of rejection and at its option, agree to a price adjustment.

DELIVERY AND SHIPMENT

Liquid Oxygen will be furnished F.O.B. Yuba City Wastewater Treatment Facility, 302 Burns Drive, Yuba City, CA 95991. Normal deliveries shall be Monday through Friday between 7:00 a.m. and 5:00 p.m. All deliveries will be in minimum quantities of four thousand (4,000) gallons and be accompanied by a weight certificate. Deliveries will be made two (2) times a week for the course of the contract. Normal delivery requirements will be met within three (3) consecutive days of request. Special deliveries in the case of equipment failure could reduce the required delivery time to 24 hours. During this time, the daily oxygen consumption could increase to as much as 3,000 gallons per day. In this case, there would be a need to provide as much as 4,000-gallon load of oxygen every 32 hours. This need would continue as long as the equipment was inoperative. The storage tank available for liquid oxygen is 9000 gallons. The size of the tank shall have no bearing on delivery. The City shall dictate the delivery times and amounts. The City reserves the right to set the delivery frequency in the case of an emergency. The chemical delivery must be delivered within the allotted time frame. If the City of Yuba City's liquid oxygen offloading connection is not compatible with the successful bidder's, it will be the responsibility of the contractor to provide a compatible offloading connection. Additional safety devices, which are not industry standard or required by law but required by the contractor are the responsibility of the contractor and must be identified in bid submittal and installed prior to the effective starting date of the contract.

CHEMICAL 3
POWDERED ACTIVATED CARBON (AQUA NUCHAR)

GENERAL

This specification covers the purchase of approximately 40,000 pounds of powder activated carbon intended for use at the Yuba City Water Treatment Facility.

CHEMICAL AND PHYSICAL NATURE

The powder activated carbon shall be commercial grade, and shall be suitable for use in the purification of water for human consumption. Powder activated carbon has to have Geosmin/MIB removal capabilities. No substitution allowed.

STANDARD USED

Powder activated carbon furnished shall comply with ANSI/AWWA Standard B600-05, or its latest revision or addenda.

BID REQUIREMENTS/GUARANTEES

THE BIDDER SHALL SUBMIT WITH BID DOCUMENTS: 1. A certified chemical analysis on the powder activated carbon to be supplied. The analysis shall include at a minimum all impurities listed in standard B600-05, section 2.3, and 2. An affidavit to the City of Yuba City that the material to be furnished under this contract and at the time of unloading complies with all applicable requirements of the standard (ANSI/AWWA B600-05) and the City's specifications. 3. Must be NSF approved.

DEMURRAGE AND CONTAINER DEPOSIT

Any demurrage shall be included in the price bid per gallon. Bidders will state the amount of money, which will be charged to the City of Yuba City during the contract period for replacement or loss on damaged containers.

DELIVERY AND SHIPMENT

Powder activated carbon will be furnished F.O.B. Yuba City Water Treatment Facility, 701 Northgate Drive, Yuba City, CA 95991. Minimum deliveries to be 10,000 lbs. potentially every month in 1,000lb supersacks with long necks.

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB 23-02**

CHEMICAL 1 – CALCIUM HYDROXIDE SLURRY/LIME SLURRY

NAME OF BIDDER*: _____

ADDRESS*: _____

TELEPHONE: _____

EMAIL: _____

TAX I.D. NO.: _____

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Request for Bid, Conditions, and Specifications, the undersigned declares that the materials offered are in accordance with all requirements of the City detailed therein and all charges are included in below bid as per section 18 of the bid specifications. Further, the undersigned declared that he/she is authorized to enter into an agreement on behalf of the above-named business.

<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>
Calcium Hydroxide Slurry/Lime Slurry 200 dry tons	DRY TONS* (including Shipping)	\$ _____

*Do not include sales tax. Used for potable water treatment plant. Estimated quantity base upon past use. Subject to quantity variance based upon City's needs at price quoted above for the duration of this agreement.

F.O.B. Yuba City Water Treatment Plant, 701 Northgate Drive, Yuba City 95991.

Signature _____

Printed Name _____

Title _____

Addendums considered
(initial and indicate addendum number) _____

Addendums NOT considered
(initial and indicate addendum number) _____

Bid Item Available for Other Agency "Piggy-Back" Procurement:

Yes _____ No _____

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB 23-02**

CHEMICAL 2 –LIQUID OXYGEN

NAME OF BIDDER*: _____

ADDRESS*: _____

TELEPHONE: _____

EMAIL: _____

TAX I.D. NO.: _____

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Request for Bid, Conditions, and Specifications, the undersigned declares that the materials offered are in accordance with all requirements of the City detailed therein and all charges are included in below bid as per section 18 of the bid specifications. Further, the undersigned declared that he/she is authorized to enter into an agreement on behalf of the above-named business.

<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>
Liquid Oxygen	Gallon (including shipping/fees):	\$ _____
560,000		
Approximately equally distributed	Sales Tax:	\$ _____
	Total Per Gallon:	\$ _____

Estimated quantity base upon past use. Subject to quantity variance based upon City's needs at price quoted above for the duration of this agreement.

F.O.B. Yuba City Wastewater Treatment Facility, 302 Burns Drive, Yuba City 95991

Signature _____

Printed Name _____

Title _____

Addendums considered _____
(initial and indicate addendum number)

Addendums NOT considered _____
(initial and indicate addendum number)

Bid Item Available for Other Agency "Piggy-Back" Procurement:

Yes _____ No _____

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB 23-02**

CHEMICAL 3- POWDERED ACTIVATED CARBON (AQUA NUCHAR)

NAME OF BIDDER*: _____

ADDRESS*: _____

TELEPHONE: _____

EMAIL: _____

TAX I.D. NO.: _____

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Request for Bid, Conditions, and Specifications, the undersigned declares that the materials offered are in accordance with all requirements of the City detailed therein and all charges are included in below bid as per section 18 of the bid specifications. Further, the undersigned declared that he/she is authorized to enter into an agreement on behalf of the above-named business.

<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>
Powered Activated Carbon (Aqua Nuchar)	Pound (including shipping/fees):	\$ _____
	Sales Tax:	\$ _____
	Total Per Ton:	\$ _____

Estimated quantity base upon past use. Subject to quantity variance based upon City's needs at price quoted above for the duration of this agreement.

F.O.B. Yuba City Water Treatment Facility, 701 Northgate Drive, Yuba City 95991

Signature _____

Printed Name _____

Title _____

Addendums considered _____
(initial and indicate addendum number)

Addendums NOT considered _____
(initial and indicate addendum number)

Bid Item Available for Other Agency "Piggy-Back" Procurement:
Yes _____ No _____



**APPENDIX A
STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____ 20 ____ in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and _____, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor. Should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance
_____.

APPENDIX B INSURANCE REQUIREMENTS FOR MOST CONTRACTS

(Not for Professional Services or Construction Contracts)

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*