REQUEST FOR PROPOSAL
BID NO. 20-028
for
ANIONIC EMULSION POLYMER

RFP Posting Date
August 12, 2020

Bid Due Date
August 27, 2020
3:30 P.M.

Submit Proposals to:
City of Turlock
Administrative Services Department
Purchasing Office
Attention: Lisa Quiroga
156 South Broadway, Suite 270
Turlock, CA 95380

Technical Questions can be directed to:
David Huff, Water Quality Control Division Manager
Turlock Regional Water Quality Control Facilities
(209) 668-5599 X 4451 or email at dhuff@turlock.ca.us

CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 20-028
TABLE OF CONTENTS

Page

Request for Proposal Notice 3
Scope of Work 3
City Contact 4
Bid/Proposal Process 4
Bid Evaluation 4
Estimated Schedule Dates 5
Vendor Inquires 5
Job Performance 6

SECTION 1
Specifications 7

SECTION 2
Award of Bid & Execution of Contract 10

SECTON 3
Examination of Documents 11
Bids / Bid Forms 11
Mistake in Bid 11
Competitive Bidding 11
License & Permits 11
Independent Contractor Relationship 12
Change Orders to Specifications and Contract 12

SECTION 4
Term of Contract 13
Contract Compliance 13
Termination of Contract 13
Failure to Perform Satisfactorily 13
Force Majeure 13
Safety 13
Payment 13
Payment Withheld 14
Workmanship 14
Notice to City 14
Insurance Requirements 14
Indemnification 16
Independent Contractor Relationship 16
Preference to Local Merchants 17
Piggyback Provision 17
Performance 17

Exhibits
Exhibit A – Bid Proposal Form/Bid Sheet 18
Checklist 23
Exhibit B – Reference 24
Exhibit C – Questionnaire 25
Exhibit D – Insurance Documents 26
Exhibit E – Request for Preference 27
Exhibit F – Participation 28

CITY OF TURLOCK
TURLOCK CALIFORNIA

REQUEST FOR BID
BID NO. 20-028

ANIONIC EMULSION POLYMER
FOR
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY

Sealed Bids signed and in the original only, subject to the Request for Proposals, Provisions and Specifications, will be received at the Purchasing Office on 156 South Broadway, Ste. 270, Turlock, until 3:30 P.M. on August 27, 2020, for the supply of anionic emulsion polymer and related services, located at 901 South Walnut Road, Turlock, in accordance with this Request for Proposal. Award resulting from this RFP will be firm for a three (3) year term contract upon the Turlock City Council approval.

Please carefully read and follow the instructions.

Proposals must be in a sealed envelope/box with the proposal number and closing date marked on the outside. Proposal shall be delivered and addressed to:

City of Turlock
Administrative Services Purchasing Division
ATT: Lisa Quiroga
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received in the City of Turlock Purchasing Office by the proper time. Proposals must bear original signatures. NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.

CLOSING DATE: 3:30 P.M., ON AUGUST 27, 2020

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 3:31 P.M.

I. SCOPE OF WORK

The Turlock Regional Water Quality Control Facility (RWQCF) is seeking bids to supply anionic emulsion polymer. The polymer is used as a flocculant at the high rate flocculation sedimentation tertiary treatment process. The annual usage is estimated at 3,000 gallons.

The only acceptable polymers are those that have successfully passed a jar test at the City of Turlock RWQCF. In order to participate in testing, contact Antonio Trevino at (209) 668-5599 Ext. 4456 by 1:00 p.m. PST by August 17, 2020 to schedule your test. All tests must be completed by 3:00 pm on August 21, 2020

All equipment, materials, and supplies shall be furnished F.O.B. City of Turlock. Proposals shall be submitted on the bid sheet provided or can be downloaded from the City's Purchasing website at

http://www.ci.turlock.ca.us; such bids shall include all necessary specifications

II. CONTACT FOR TECHNICAL INFORMATION

Bidders may obtain technical bid information from the City by contacting David Huff, Water Quality Control Division Manager at (209) 668-5599 Ext. 4451 or email at dhuff@turlock.ca.us.

III. BID PROCESS

Bids will consist of bid proposal, vendor qualifications/experience and references. One original and one copy of the complete bid proposals are required. Supplier's bid proposal will be submitted on Bid Proposal Exhibit 'A'. The Original bid proposals must be clearly marked and contain original signatures (Supplier's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.

Proposals must fully address the evaluation factors, complete references and data to verify qualifications and experience include a statement that the City contract can be executed, and any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. See the specifications for specific submittal requirements. As part of the bid proposal, vendor must evaluate the City's proposal terms and conditions. Any exceptions to the proposal specifications must be submitted on a separate document to the proposal submittal.

Bid Proposals:
Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Bid Proposal, Exhibit 'A'. Sales tax must be applied and itemized only where applicable.

References: Provide on Exhibit 'B', a list of at least five agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number and length of time service has been performed.

Bidders' Qualifications/Experience: Offers will be accepted only from Bidders who have significant experience in providing the goods or services specified herein. In addition to completing the proposal questionnaire Exhibit 'C', a statement of qualification of the firm and a description of the company history and financial capability is required. If known, proposers will provide their Dun & Bradstreet number. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from bidders who have adequate number of trained service personnel employed to provide satisfactory service to all facility locations specified under the proposal specifications and subsequent contract award.

IV. EVALUATION COMMITTEE

A committee will be established to review and evaluate the proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Municipal Services.

(a) Evaluation of Bids: The criteria to be used in the evaluation of Bids will be/but not limited to the following:

Overall responsiveness to the Request for Bids:

1) Bids must be neat, complete, and fully address technical, cost, bidder qualifications, references, and Bid questionnaire and evaluation concerns.

2) Bidder's experience and expertise in the subject industry including number of current employees.

3) Costs: Bid Proposals Exhibit 'A'

4) Bidder's performance of references Exhibit 'B' (A minimum of five is required).

5) Bidder's response to proposal questionnaire Exhibit 'C"

6) City's perception of the Supplier's understanding of the City's stated needs and specifications, as evidenced by bidder's proposal response.

Before a Contract will be awarded for the goods described herein, the City may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this contract. Upon request, the Bidder will submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

All Bids will be extended through the City of Turlock Purchasing Officer or their appointed representative whose name, address and telephone numbers are shown below. Contract negotiations will be conducted by the Purchasing Officer or another party as noticed by the Purchasing Officer. Award will be by City Council. No other officer or agent may obligate or bind the City. In BID PROPOSAL FORM, EXHIBIT 'A' bidders will designate, by name, who will receive offers. The person named will be an authorized agent of the Supplier able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

V. ESTIMATED SCHEDULE

Bid Notice Date ..... August 12, 2020
Deadline Date for Questions..... August 24, 2020
Testing Date ..... August 18 – 21, 2020
Bids due ..... August 27, 2020
Evaluate Bids …….....September 1-4, 2020
Award Contract ..... …October 13, 2020

Note: Award date is approximate.

VI. VENDOR INQUIRIES

For information concerning RFP procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

City of Turlock
Administrative Services Purchasing
Lisa Quiroga, Purchasing Coordinator
156 S. Broadway, Ste.270
Turlock, Ca 95380
(209) 668-5402
FAX (209) 668-5695
equiroga@turlock.ca.us

Note: Deliver or mail bids to the referenced address, only, as indicated above.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFP/Q specifications, terms,

and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications

VII. JOB SITE PERFORMANCE

If the Water Quality Control Division Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the Supplier. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Water Quality Control Division Manager or his designee will correct the deficiency by any means possible and then bill the Supplier.

SECTION 1
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
PRODUCT SPECIFICATIONS

1.1 GENERAL

The polymer to be supplied must be available commercially and not an experimental grade.
The specifications on A3025L or Equal are as follows:

1. 32% active.
2. 1.07 specific gravity.
3. <4500 cp product viscosity.
4. >5000 cp solution viscosity 0.5% in distilled water.
5. 175 cp solution viscosity 0.5% in 10% NaCl brine.
6. Be compatible with plant equipment and procedures.
7. Not cause foaming in the filtrate system.
8. Have a minimum three-month shelf life from date of delivery.
9. Shelf life and storage requirements must be compatible with outdoor Turlock Climate.
10. Be delivered in either a 5-gallon pail, 55-gallon drum or 275-gallon tote.

1.2 TRAINING

The successful bidder shall provide up to six (6) hours of safety training per year for each member of the Water Quality Control Division requesting training. The training shall consist of safe handling of anionic emulsion polymer and emergency response**.**

1.3 QUANTITY

Last year approximately 3,000 gallons of anionic emulsion polymer was required. The supplier shall deliver the required amount whether greater or smaller than the estimated quantity. Orders for delivery will be placed as required.

1.4 TESTING

1. To arrange an appointment for a jar test you must call the Water Quality Control Facility Supervisor, Antonio Trevino at (209) 668-5599 Ext. 4456.
2. On the day of the jar test the supplier will provide the sufficient polymer needed for jar testing. The City will supply the ACH coagulant needed for the test.
3. During the jar test, samples will be taken of the filtrate. The City' Lab. will run turbidity and TSS remove to determine the efficiency of the polymer.
4. If the supplied polymer causes operational problems, or does not perform as up to standards set by Water Quality Control Facility staff, the test will be terminated. The City of Turlock will not pay for unused product.

The jar tests will be conducted during the week of August 18-21. To arrange your test date, contact:

Antonio Trevino, Water Quality Control Supervisor
City of Turlock Regional Water Quality Control Facility
901 S. Walnut Road
Turlock, CA 95380
(209) 668-5599 Ext. 4456
By: 1:00 p.m. PST on August 17, 2020

All tests must be completed by 3:00 pm on August 21, 2020.

1.5 ORDER CONTACT

Each bidder shall indicate on the Bid Sheet the name, telephone number, fax number and email address

of the City's contact for placing of orders.

1.6 DELIVERY

Deliveries are to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Waste Water Treatment Plant. Deliveries are to be made within ten working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:30AM and 3:00PM Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity**.** Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Container Requirements
Polymer must be delivered in either a 5-gallon pail, 55-gallon drum or 275-gallon tote.

1.7 SAFETY

Delivery of emulsion polymer will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for emulsion polymer. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading emulsion polymer. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals.

The successful bidder must be prepared to provide safety training on the safe handling and use of the emulsion polymer and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. This training will be offered at no charge to the City.

1.8 QUALITY ASSURANCE

All bids submitted must include material specifications (components with analysis) with typical properties. A quality assurance analysis may be run to check the quality of the Chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of Chemical.

1.9 MATERIALSAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

1.10 PRICING

Pricing submitted on the bid sheet for anionic emulsion polymer is firm for the term of the contract.

Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid. All costs incidental to the provision of emulsion polymer must appear on the bid sheet, including delivery costs.

Any costs invoiced that were not included on the bid proposal sheet will not be paid; therefore, bidders must insure that all costs are included even though the bid proposal sheet may not specifically list them, such as pallet charges, cleaning or repair charges, etc. If, it is determined during the contract year, the successful bidder's contract with any other political subdivision within the County of Stanislaus at prices lower than those quoted herein, such lower prices are to be extended to the City.

This bid will be awarded on an all or nothing basis.

1.11 PRODUCT EVALUATION

Anionic Emulsion Polymer will be evaluated for:

1. Anionic emulsion polymer will be selected based on consideration of cost and compatibility with plant equipment and handling procedures.
2. A 60-day plant evaluation period of the apparent low bid product will be conducted after award of the contract. The following requirements must be met; Consistent Turbidity and TSS removal equivalent to jar testing results.
3. Only bidders whose products pre-qualified may submit bids. Pre-qualification will be determined by the results of the jar test.
4. Bidders shall submit a bid for the emulsion polymer used in the one-day jar test. The bid proposals shall be a delivered (F.O.B. Turlock) price per gallon.
5. If product fails to satisfy specifications, product will be rejected and plant evaluation will be done on the product with the next lowest bid.

SECTION 2
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
AWARD AND EXECUTION OF CONTRACT

2.1 AWARD OF BID

If the CITY deems that the acceptance of the most responsible bid or bids is not in the best interests of the CITY, the City may reject all bids. If the agreement is awarded, it shall be to the most responsible bidder whose Bid complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after bid opening.

If the most responsible bidder refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible bidder. Such award will normally be made within sixty (60) days after the opening of Bids. If the second most responsible bidder refuses or fails to execute the agreement, the City may award the agreement to the third most responsible bidder. Such award will normally be made within seventy-five (75) days after the opening of the Bids. The above time period may be changed by agreement between the City and the bidder concerned.

2.2 AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this bid unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 3
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
SPECIAL INSTRUCTIONS

3.1 EXAMINATION OF DOCUMENTS
The bidder is responsible for making all necessary examinations and reviews of the documents relating to supplying anionic emulsion polymer. Failure to do so will not act to relieve any requirement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.

3.2 BIDS
Bids shall be sealed and filed with the Purchasing Officer in accordance with the Request for Bid.

No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City.

This Request for Bid shall result in a firm, fixed price contract.

3.3 BID FORM
All bids must be submitted on the attached bid form, Exhibit A. It is the responsibility of the bidder to ensure that the bid documents are delivered to the place detailed in the Request for Bid prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

3.4 MISTAKE IN BID
A bidder shall not be relieved of its bid without the consent of the CITY nor shall any change in the bid be made because of a mistake. The CITY may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the CITY in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

3.5 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 Bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

3.6 LICENSES AND PERMITS
A City of Turlock Business License and all others required shall be provided by the Supplier and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

3.7 INDEPENDENT CONTRACTOR RELATIONSHIP

The parties hereto agree that the relationship of SUPPLIER to the City is that of an independent Supplier and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the SUPPLIER, in the performance of this Agreement, are employees of the SUPPLIER and not officers, employees or agents of the CITY.

3.8 CHANGE ORDERS TO SPECIFICATIONS AND CONTRACT

The City reserves the right to make changes to the specifications and contract prior to opening bids if such changes are mailed by certified mail to all parties listed on the City's bid list at least seven (7) days prior to bid opening. In lieu of sending change orders by certified mail, the CITY may convey change orders personally if receipt is received.

SECTION 4
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
GENERAL CONDITIONS

4.1 TERM OF CONTRACT
The term of this contract shall be for three (3) years, plus any extensions granted by the City.

4.2 CONTRACT COMPLIANCE
The City shall reserve the right to audit the records of the Supplier (related to this agreement) at reasonable times during normal working hours to determine compliance by Supplier of their obligations pursuant to this agreement.

4.3 CANCELLATION OF CONTRACT
Whenever in the opinion of the City's representative said service is not satisfactory, the Supplier shall be advised of the reasons in writing. If the Supplier fails to correct unsatisfactory conditions within 24 hours, the City's representative may declare the contract terminated and so advice the Supplier in writing. The City may then contract with another Supplier or provide maintenance service in any manner elected.

4.4 TERMINATION OF CONTRACT
The City reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. City shall give Supplier thirty (30) days written notification prior to the effective date of termination. The Supplier may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the Municipal Services Purchasing at 156 S. Broadway, Suite 270, Turlock, CA 95380.

4.5 FAILURE TO PERFORMED SATISFACTORILY
It is agreed and understood that if the Supplier fails to perform the work as specified herein, the Purchasing Officer may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, or (2) may have such required work done by City Forces or otherwise, and charge the cost thereof to the Supplier. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

4.6 FORCE MAJEURE
Supplier shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.7 SAFETY
Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by the City.

4.8 PAYMENT
Itemized invoice/statement will be rendered by the vendor upon providing all materials, equipment and services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City. Supplier shall be paid for service work on a monthly basis, in arrears.

(a) Payment term: It is understood and agreed by the SUPPLIER that the City's payment terms shall be NET 30 days from the receipt of invoice or orders received complete,

whichever is later.

4.9 PAYMENT WITHHELD
The City withholds payment to such extent as may be necessary to protect the City from loss due to:

(1) Defective or incomplete work not corrected.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Supplier to make payment properly to subcontractor or for materials or labor.
(4) A reasonable doubt that the contract can be completed for the balance then unpaid.

4.10 WORKMANSHIP
It is the intention of the City to call for the highest level of quality in services compatible with standard price. All service shall be performed by a trained, qualified and experienced, in providing goods or services. The Supplier shall cooperate with the City's representative to enable the City's representative to determine the Supplier's conformity to these specifications and the adequacy of the services being performed.

4.11 NOTICES TO CITY
All notices, reports and information from the Supplier or the Supplier's representatives or employees shall be directed to the City's Purchasing Officer at 156 S. Broadway, Ste 270, Turlock, CA.

4.12 SUPPLIER'S INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER shall procure and maintain for the duration of this Agreement 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 SUPPLIER, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance: SUPPLIER shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: $1,000,000 per accident or bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) SUPPLIER shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SUPPLIER; and with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Supplier's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, Supplier's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of Supplier's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverage, the insurer, broker/producer, or SUPPLIER shall provide CITY with sixty (60) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: SUPPLIER shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by SUPPLIER, its agents, employees, independent Suppliers and subcontractors. CON-SULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: SUPPLIER shall include all subcontractors as insureds under its

policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.13 INDEMNIFICATION: To the fullest extent permitted by law, SUPPLIER agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or in any manner related to any work performed or services provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require SUPPLIER to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

4.14 INDEPENDENT SUPPLIER RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent Suppliers and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances is construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent Suppliers and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

It is understood and agreed that as an independent Supplier and not an employee of CITY neither the SUPPLIER or SUPPLIER'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent Supplier, SUPPLIER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an

employer-employee relationship exists by reason of this Agreement.

4.15 PREFERENCE TO LOCAL MERCHANT: The City Council may, in its discretion, grant qualified local vendors a bidding preference of 3% not to exceed a limit of $3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-09(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such bids from local merchants must still meet quality requirements and the responsible bidder requirements.

4.16 "PIGGYBACK" PROVISION
Vendor are requested to indicate on the Bid Proposal Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

4.17 PERFORMANCE: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO 20-028

BID DUE DATE: AUGUST 27, 2020 AT 3:30 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"ANIONIC EMULSION POLYMER"

1) Return original bid to: **City of Turlock**
Administrative Services Department
Purchasing Division
ATT: Lisa Quiroga
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) Price shall be F.O.B. Destination or for the service rendered.

3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.

4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: _____

Address: _____

Telephone Number_____ **Fax Number**_____

E-Mail Address_____

Authorized Representative (print) _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for anionic emulsion polymer at the prices indicated herein.

1st Year			
Anionic Emulsion Polymer	**5-Gallon Pail**	**55-Gallon Drum**	**275-Gallon Tote**
Unit Price			
3,000 Gallons Annually Extended Price			
Sales Tax 7.875%			
1st Year Total			

2nd Year			
Anionic Emulsion Polymer	**5-Gallon Pail**	**55-Gallon Drum**	**275-Gallon Tote**
Unit Price			
3,000 Gallons Annually Extended Price			
Sales Tax 7.875%			
2nd Year Total			

3rd Year			
Anionic Emulsion Polymer	**5-Gallon Pail**	**55-Gallon Drum**	**275-Gallon Tote**
Unit Price			
3,000 Gallons Annually Extended Price			
Sales Tax 7.875%			
3rd Year Total			

List any extra charges not described above:

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount
A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes No
If yes, number: _____

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☐ No

Order Contact
Provide the following information about the City's contact for orders.

Name:	
Phone Number:	
Fax Number:	
Cell Number:	
Email Address:	

Delivery
Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes ____ NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms
1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, SUPPLIER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SUPPLIER shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No._____ Expiration Date: _____
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

_____
Company Name

_____ _____
Signature of Authorized Representative Federal Tax ID Number

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

CHECK LIST
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
ANIONIC EMULSION POLYMER

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in it's entirely.

1. _____ Bid Proposal, Exhibit A of the Request for Bid has been signed (original signature) and completed.

2. _____ One (1) original and one (1) copies of the RFP Proposal have been provided.

3. _____ Addenda, if any, have been completed, signed and included in the bid package.

4. _____ The completed Reference List, Exhibit B as provided with this RFP is included in the bid package.

5. _____ The Quotation Schedule as provided with this RFP has been completed, priced reviewed for accuracy and any corrections initialed in ink.

6. _____ The completed Questionnaire, Exhibit C as provided with this RFP is included in the bid package.

7. _____ The Insurance Documents, Exhibit D has been completed signed and included.

8. _____ The Request for Preference for local vendors within the city limited, as defined on Exhibit E. Submit if you qualified as a local vendor.

9. _____ The Participation page, Exhibit F, as provided within this RFP has been signed and included. (Copy of the City of Turlock Business License)

10. _____ Bidder to complete pages as provided with this RFP.

11. _____ Lastly, on the LOWER LEFT-HAND CORNER of the sealed envelope, box, etc. transmitting your bid include the following information.

City of Turlock RFP No.	***20-028***
Closing Date:	***AUGUST 27, 2020***
Closing Time:	***3:30 P.M.***
Commodity or Service:	***Anionic Emulsion Polymer***

THIS CHECKLIST DOES NOT NEED TO BE RETURNED WITH YOUR

EXHIBIT 'B'
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
ANIONIC EMULSION POLYMER

REFERENCES

Indicate below, or on a separate sheet, at least five (5) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account.

Account Name:			
Address:			
Contact Name & Title:			
Phone Number:		Fax Number:	
Number of years servicing this account:			

Account Name:			
Address:			
Contact Name & Title:			
Phone Number:		Fax Number:	
Number of years servicing this account:			

Account Name:			
Address:			
Contact Name & Title:			
Phone Number:		Fax Number:	
Number of years servicing this account:			

Account Name:			
Address:			
Contact Name & Title:			
Phone Number:		Fax Number:	
Number of years servicing this account:			

Account Name:			
Address:			
Contact Name & Title:			
Phone Number:		Fax Number:	
Number of years servicing this account:			

EXHIBIT 'C'
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028
ANIONIC EMULSION POLYMER
QUESTIONNAIRE

1. How many years has your company been in the business of providing anionic emulsion polymer and what geographical areas does your firm provide this product to.

_____
_____
_____
_____

2. Describe the type(s) of training your employees have had in the safe handling procedure of this product requested under this Request for Proposals.

_____
_____
_____
_____

3. What is the current number of employees working for your firm?

_____
_____

4. What has been the employee turnover rate for your firm in the past year?

_____
_____
_____
_____

5. How many field supervisors does your firm intend to assign to the City's contract.

_____
_____

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

_____
_____
_____
_____

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also include the person's title, telephone number, address and Internet E-Mail address.

_____
_____
_____

* Attach additional pages if needed

EXHIBIT 'D'
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 20-028

CITY OF TURLOCK
ANIONIC EMULSION POLYMER

BID PACKET
INSURANCE DOCUMENTS

Name of Bidder: _____

Business Address: _____

Please read your contract for particular insurance specifications and requirements. In general, the following documents are required upon award of bid:

A Certificate of Insurance accompanied by the following Endorsements:

General Liability Additional Insured (CG 20 10 11 85 or equivalent)
Automobile Liability Additional Insured
Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
Primary and Non-Contributory
General Liability Waiver of Subrogation
Workers' Compensation Waiver of Subrogation

The undersigned, as bidder, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified in the contract.

Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE BID WILL BE REJECTED.

The undersigned, as broker or insurance agent for bidder, declares that he/she has carefully examined the insurance requirements in the contract for the proposed work and will furnish, provide, and execute on behalf of bidder all necessary insurance certificates and endorsements or other documents specified in the contract.

Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE BID WILL BE REJECTED.

EXHIBIT E

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO.20-028
ANIONIC EMULSION POLYMER

REQUEST FOR PREFERENCE

For

LOCAL BUSINESS

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths ($3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

☐ **Request for 3% local preference**

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 'F'
CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO.20-028
ANIONIC EMULSION POLYMER

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:
City of Turlock is requesting that you indicate on this form, Exhibit F, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.
Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding he City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

☐ No, we will not extend contract terms to any agency other than the City of Turlock.

_____
(Authorized Signature)

_____
Title