REQUEST FOR SEALED BIDS
POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 17-038)

BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK PM, THURSDAY, MARCH 15, 2018
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997
# Table of Contents

BIDDER'S CHECKLIST ........................................................................................................... 2

1.0 GENERAL INFORMATION ............................................................................................ 3
1.1 REQUEST FOR SEALED BID ....................................................................................... 3
1.2 INVITATION TO SUBMIT A BID .................................................................................. 3
1.3 LOCAL BUSINESS PREFERENCE ............................................................................. 3
1.4 CONSEQUENCE OF SUBMISSION OF BID ............................................................... 3
1.5 EXAMINATION OF BID MATERIALS ......................................................................... 4
1.6 ADDENDA AND INTERPRETATION .......................................................................... 4
1.7 PRETESTING AND APPROVAL .................................................................................. 4
1.8 DISQUALIFICATION .................................................................................................. 5
1.9 INFORMAL BID REJECTED ...................................................................................... 5
1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED .................. 5
1.11 LICENSING REQUIREMENTS .................................................................................... 6
1.12 INSURANCE REQUIREMENTS ................................................................................... 6
1.13 INDEMNITY AND HOLD HARMLESS ...................................................................... 6
1.14 APPLICABLE LAW .................................................................................................... 7
1.15 METHOD OF PAYMENT ............................................................................................ 7
1.16 NOTICE TO OUT-OF-STATE VENDOR .................................................................... 7
1.17 TERM ........................................................................................................................ 7
1.18 COMPETITIVE PRICING .......................................................................................... 7
1.19 FUNDING ................................................................................................................... 8
1.20 UNCONDITIONAL TERMINATION FOR CONVENIENCE ......................................... 8
1.21 AUDITING OF CHARGES & SERVICES .................................................................. 8
1.22 AWARD ...................................................................................................................... 8
1.23 CHANGES .................................................................................................................. 9
1.24 OTHER GOVERNMENTAL AGENCIES ................................................................... 9
1.25 PRODUCT OWNERSHIP .......................................................................................... 9
1.26 CONFIDENTIALITY .................................................................................................... 9

2.0 GENERAL NATURE OF SERVICE ............................................................................ 10
2.1 SAMPLES OR SPECIMENS ....................................................................................... 12
2.2 CONFORMANCE TO SPECIFICATIONS .................................................................... 12
2.3 SUBSTITUTIONS ......................................................................................................... 12
2.4 DAMAGES .................................................................................................................. 12
2.5 REMOVAL AND REPLACEMENT OF DEFECTIVE MATERIALS ................................ 13
2.6 ADJUSTMENT IN CONTRACT PRICES ..................................................................... 13
2.7 SUCCESSORS AND ASSIGNS ................................................................................... 13
2.8 SAFETY DATA SHEETS ............................................................................................ 13
2.9 INVOICE ..................................................................................................................... 13
2.10 POLICY STATEMENT ............................................................................................... 14

3.0 SPECIFICATIONS ....................................................................................................... 15
3.1 GENERAL .................................................................................................................... 15
3.2 POLYMER BENCH TEST SCREENING ..................................................16
3.3 FULL SCALE PERFORMANCE TESTING ..........................................16
3.4 POLYMER EVALUATION ...................................................................18
BID DOCUMENTS ....................................................................................19
BID TO BE SUBMITTED .........................................................................20
BIDDER'S AGREEMENT .........................................................................21
NON-COLLUSION ...................................................................................22
ATTACHMENT A ....................................................................................23
ATTACHMENT B ....................................................................................26
NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT (PUR 17-038)** in strict accordance with the specifications.

The City of Stockton is seeking competitive bids from qualified vendors interested in a multi-year contract to provide the City with polymer for Belt Filter Press (BFP) dewatering and/or Gravity Belt Thickener (GBT) thickening.

This is a multi-step Invitation to Bid which includes both bench and performance testing of vendor products to determine their ability to meet City’s specifications. Vendors with qualified products will then be invited to submit a bid price for consideration. Interested vendors must submit products for performance testing at the City’s Regional Wastewater Control Facility. Only the vendors whose products have been performance tested and meet City’s specifications, will be invited to submit bids.

The bid specifications and forms can be obtained from the City of Stockton’s website at [www.stocktonca.gov/mubid](http://www.stocktonca.gov/mubid) and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but not later than **2:00 p.m., on Thursday, March 15, 2018.**

The City reserves the right to reject any and/or all bids received.

**Information on Technical Data**  
John Walker, Municipal Utilities Dept.  
(209) 937-8736  
e-mail: john.walker@stocktonca.gov

**Information on Bid Process/Clarification**  
Daniel Garza, Procurement Division  
(209) 937-5496  
e-mail: daniel.garza@stocktonca.gov

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: December 2, 2017

//s// BRET HUNTER, CMC  
INTERIM CITY CLERK OF THE CITY OF STOCKTON
BIDDER'S CHECKLIST

Did You:
*___ Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES 19 to 22, along with any illustrations/brochures):
  *___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
  *___ Complete and sign the "Bid to be Submitted" form.
  *___ Sign the "Bidder's Agreement" form. Include (with bid) name and e-mail address for City contact, if different from signatee
  *___ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
*___ Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) CD with an electronic version of the bid documents.
*___ Review all clarifications/questions/answers on the City's website at [www.stocktonca.gov/mudbid](http://www.stocktonca.gov/mudbid)
*___ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **MARCH 15, 2018, at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date.

Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.

A) POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT
B) (PUR 17-038)
C) MARCH 15, 2018

CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Information on Technical Data</th>
<th>Information on Bid Process/Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Walker, Municipal Utilities Department (209) 937-8736</td>
<td>Daniel Garza, Procurement Division (209) 937-5496</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:john.walker@stocktonca.gov">john.walker@stocktonca.gov</a></td>
<td>e-mail: <a href="mailto:daniel.garza@stocktonca.gov">daniel.garza@stocktonca.gov</a></td>
</tr>
</tbody>
</table>

*If not completed as required, your proposal may be voided.

*DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR PROPOSAL.
1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT (PUR 17-038) for the City of Stockton. The polymer will be used for Belt Filter Press (BFP) dewatering and/or Gravity Belt Thickener (GBT) thickening.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than 2:00 p.m., on Thursday, March 15, 2018, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT for the City of Stockton (PUR 17-038)." Additionally, submit one (1) CD with an electronic version of the bid documents. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 CONSEQUENCE OF SUBMISSION OF BID

A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.

C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing, e-mail is acceptable, and deliverable to:

CITY OF STOCKTON
ATTN: JOHN WALKER
MUNICIPAL UTILITIES DEPARTMENT
2500 NAVY DRIVE
STOCKTON, CA 95206
john.walker@stocktonca.gov

CITY OF STOCKTON
ATTN: DANIEL GARZA
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
daniel.garza@stocktonca.gov

Such request for clarification shall be delivered to the City by December 21, 2017. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at www.stocktonca.gov/mudbid by January 11, 2018, and will become a part of the bid. The bidder should await responses to inquires prior to submitting a bid.

1.7 PRETESTING AND APPROVAL

Bids will be considered only for product that passes the tests described beginning in Section 3.0.
1.8 **DISQUALIFICATION**

Any of the following may be considered cause to disqualify a bidder without further consideration:

A. Evidence of collusion among bidders;
B. Any attempt to improperly influence any member of the evaluation panel;
C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder’s bid submittal and considered non-responsive.
D. A bidder’s default in any operation of a contract which resulted in termination of that contract; and/or
E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.9 **INFORMAL BID REJECTED**

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

A. Any of the bid forms are left blank or are materially altered;
B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.10 **CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
B. If bidder’s supplier(s) and/or subcontractor’s involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.
1.11 **LICENSING REQUIREMENTS**

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

A City of Stockton Business license will be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.12 **INSURANCE REQUIREMENTS**

Bidder, at Bidder’s sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all the insurance requirements listed in Attachment A.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Bidder shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive. Bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with Bidder’s broker to ensure any additional costs are included in the proposal pricing component.

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.13 **INDEMNITY AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.
1.14 APPLICABLE LAW
Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.15 METHOD OF PAYMENT
Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.16 NOTICE TO OUT-OF-STATE VENDOR
The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax can be directed to the City of Stockton’s Procurement Division at (209) 937-8357.

1.17 TERM
The contract term will be for a period of five (5) years. The selected bidder will be required to sign a City of Stockton Agreement for the Purchase of Goods and Services (Attachment B).

1.18 COMPETITIVE PRICING
Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic, or product terms or warranties.
1.19 **FUNDING**

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.20 **UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant contract for convenience by providing a thirty (30) calendar day advance notice unless otherwise stated in writing.

1.21 **AUDITING OF CHARGES & SERVICES**

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.22 **AWARD**

Upon conclusion of the bid process, a contract may be awarded for the purchase of POLYMER for BFP Dewatering and GBT Thickening for the City of Stockton. The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Bids will be compared and contract awarded based on lowest total cost to the City. The polymer evaluation formula for BFP dewatering consists of the following:

Polymer Dosing Cost Factor (PDCF):

\[ (0.144 \text{ MGD}) \times (8.34) \times (X) \times (P) \]

**TOTAL ANNUAL POLYMER COST**

\[ (PDCF) \times 365 \]

**CHEMICAL ACTIVATION SYSTEM TURNKEY**

*Includes lump sum cost for capital, installation, and 5-year maintenance, complete in place.*

\[ = \]

Where

- \( X \) = Polymer Dosage, mg/L
- \( P \) = Polymer Price per Bid $/LB

The polymer evaluation formula for GBT thickening consists of the following:

Polymer Dosing Cost Factor (PDCF):

\[ (0.216 \text{ MGD}) \times (8.34) \times (X) \times (P) \]

\[ = \]
CITY OF STOCKTON
REQUEST FOR SEALED BIDS
POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT
PUR 17-038

TOTAL ANNUAL POLYMER COST
(PDCF)*365 = ______________

CHEMICAL ACTIVATION SYSTEM TURNKEY
Includes lump sum cost for capital, installation, and 5-year maintenance, complete in place. = ______________

Where
X = Polymer Dosage, mg/L
P = Polymer Price per Bid $/LB

1.23 CHANGES
The City’s Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder’s project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.24 OTHER GOVERNMENTAL AGENCIES
If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.25 PRODUCT OWNERSHIP
Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.26 CONFIDENTIALITY
If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.
2.0 GENERAL NATURE OF SERVICE
The City of Stockton is seeking competitive bids from qualified vendors interested in a multi-year contract to provide the City with polymer for Belt Filter Press (BFP) dewatering and/or Gravity Belt Thickener (GBT) thickening.

This is a multi-step Invitation to Bid which includes both bench and performance testing of vendor products to determine their ability to meet City’s specifications. Vendors with qualified products will then be invited to submit a bid price for consideration. Interested vendors must submit products for performance testing at the City’s Regional Wastewater Control Facility. Only the vendors whose products have been performance tested and meet City’s specifications, will be invited to submit bids.

2.01 DELIVERY
Price quoted shall include all delivery and unloading charges.

TERTIARY TREATMENT FACILITY
3307 HIGHWAY 4 at JOHN TURK ROAD
STOCKTON, CA

WASTEWATER TREATMENT PLANT
2500 NAVY DRIVE
STOCKTON, CA

All deliveries may not be limited to these sites. It will be the responsibility of the bidder to provide adequate assistance and/or equipment necessary to load and unload their products at the delivery site. No fee or additional charge will be accepted for split loads or multiple deliveries. Deliveries of chemicals shall be made within one week (5 business days) of notification (excluding weekends and holidays) of the time of order. However, in cases of critical need, shorter delivery times, including possible weekend and holiday deliveries may be required. Delivery is to be between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. The vendor with the particular plant destination shall pre-arrange any variance from these days and hours.

2.02 BENCH TESTING
Contact John Walker at (209) 937-8736 to arrange testing at the Regional Wastewater Control Facility in accordance to the specifications. Bidders will be notified of their test results. **ONLY BIDDERS WHO SUCCESSFULLY COMPLETE THE TEST WILL BE PERMITTED TO BID. SAMPLES ARE TO BE PROVIDED AT NO COST TO THE CITY.**
2.03 INSPECTION AND ACCEPTANCE AT DESTINATION
Final inspection and acceptance shall be at destination. Although source
inspection by the City is not anticipated, the City reserves the right to conduct such
inspection as it deems appropriate.

2.04 ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)
The Vendor agrees to furnish all quantities ordered by the City during the contract
period.

The City agrees to place orders with the Vendor for all its requirements for those
items awarded except as followed:
   a. Quantities of items needed under conditions of emergency or public
      exigency if unable to arrange delivery from contracted Vendor.
   b. Quantities of items where Federal funds are involved and other action
      are warranted for Federal regulatory compliance purposes.

2.05 GUARANTEE
By submitting a bid, bidder guarantees that the polymer they propose to furnish
shall be of the highest quality and shall meet the intent of the specifications free
from defects in material and workmanship. The City shall have the right to reject
any product, which does not conform to such guarantee, and return same, at
Vendors’ expense, for correction or replacement

2.06 SAFETY STANDARDS
Unless otherwise stipulated in the bid, all manufactured items or fabricated
assemblies shall comply with applicable requirements of Occupational Safety and
Health Act and any standards thereunder.

If any of the ingredients of the product bid is a Carcinogen as shown on the most
current list prepared by the International Agency for Research on Cancer (IARC),
bidder shall separately identify such ingredients as a Carcinogen. Bidder is
advised that the product will not be accepted unless: (1) the product may be used
safely, and (2) no acceptable Non-Carcinogen Substitute is available.

The polymer shall not create any problem with reuse options for the Bio-Solids Wet
Cake nor pose any health threats to operations personnel. Use of Polymer shall
not cause excessive concentrate foaming or result in scale formation in Polymer
Distribution Lines. Addition by the vendor, of the appropriate scale inhibitor may
be required at no cost to the City.

2.07 STORAGE CONDITION
Unless otherwise stipulated in the bid, all manufactured items or fabricated
assemblies shall comply with applicable requirements of Occupational Safety and
Health Act and any standards there under.
2.08 SERVICE AND WARRANTY

Unless otherwise specified, the Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendor must explain on an attached sheet to what extent warranty and service facilities are provided.

2.1 SAMPLES OR SPECIMENS

The supplier shall submit samples or prepare test specimens of such materials to be furnished as the City may require. Each bidder shall submit, with their bid, a complete set of specifications describing the equipment or material which they propose to furnish. Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with Vendor’s name, manufacturer’s brand name and number, contract number and item reference.

2.2 CONFORMANCE TO SPECIFICATIONS

All materials must be of the specified quality and equal to the approved sample, if samples have been required. It shall be the duty of the supplier to call attention to apparent errors or omissions in the specifications and request instructions before proceeding. The City may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the supplier as though contained in the original specifications. All materials furnished must be satisfactory to the City. Material not in accordance with these specifications, in the opinion of the City, shall be made to conform thereto. Unsatisfactory material will be rejected by the City.

2.3 SUBSTITUTIONS

Unless qualified by the provision “NO SUBSTITUTIONS,” any manufacturers’ names, trade name, brand names, information, and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The Vendor may offer any brand for which they are the authorized representative, which meets or exceeds the specification for any item(s). If bid is based on equivalent products, indicate on the bid form the manufacturers’ name and number. Vendor shall submit with their bid, sketches, descriptive literature, and complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these are subject to rejection.

2.4 DAMAGES

Until material has been furnished in accordance with these specifications, all loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered, or from any action of the elements, or from
any act or omission not authorized by these specifications on the part of the supplier or any agent or person employed by them, shall be sustained by the supplier.

2.5 **REMOVAL AND REPLACEMENT OF DEFECTIVE MATERIALS**

The supplier shall remove and replace, at their expense, any part of the material that has been improperly provided. If they refuse or neglect to replace such defective material, it may be replaced by the City at the expense of the supplier.

2.6 **ADJUSTMENT IN CONTRACT PRICES**

If, during this contract, the contract supplier(s) posted or advertised price of the item or items bid should be below the price bid, the City may receive a reduction in its contract prices to conform to such posted or advertised prices.

Manufacturers’ price increases or other increases in the cost of doing business may not be passed on to the City unless so specified in the Bid. Nor may the Vendor withdraw or cancel the contract or any part of the contract for these reasons. Vendors may cancel contract only if a Vendor cancellation clause is included as a part of the Bid and then only if the contractual obligation has been fulfilled by the Vendor in accordance with the terms stated in the Bid. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City. There will not be a price increase within the first year of the contract.

2.7 **SUCCESSORS AND ASSIGNS**

City of Stockton and supplier each bind themselves, their partners, successors, assigns, and legal representatives to this agreement without the written consent of the others. Supplier shall not assign or transfer any interest in this agreement without prior written consent of the City. Consent to any such transfer shall be at the sole discretion of the City of Stockton.

2.8 **SAFETY DATA SHEETS**

Safety data sheets shall be furnished by the successful bidder and shall be included in each delivery.

2.9 **INVOICE**

The following information must be provided on the invoice for each delivered shipment.

1. Order date, time and person placing order.
2. Delivery date and time.
3. Liquid pounds of Polymer delivered.
4. Total solids concentration of Polymer delivered.
5. Dry pounds of Polymer delivered.
6. Price of Polymer
7. Total charge for Polymer delivery.
8. Purchase Order Number.

Each Polymer delivery shall be accompanied by one representative sample of the delivered batch (500ml) which is given to the Operator accepting the shipment. The sample shall include the name of the vendor, polymer brand, date and purchase order number.

2.10 POLICY STATEMENT

Each bidder is required to state their policy regarding demurrage, if any.
3.0 SPECIFICATIONS

Any exceptions to the specifications must be noted. Details concerning the exceptions must be clearly explained. The following is a list of the minimum specifications. Bidder to note compliance or deviation on a separate sheet attached to the bid form.

3.1 GENERAL

The polymer pre-qualification bench test screening will be conducted January 22 through January 25, 2018. Vendors are to contact John Walker at (209) 937-8736 to schedule a test session(s). There will be a maximum of two (2) test sessions scheduled per day, Monday through Thursday. The morning session will begin 8:00 AM and end at 12:00 PM. The second session will begin at 1:00 PM and end at 5:00 PM.

No jar test samples will be allowed to be drawn prior to Vendors scheduled day of polymer bench test screening. Vendors will be allotted a four-hour block of time to complete all jar work and testing.

Vendors are expected to attend their scheduled session, and be completely prepared to begin and end at their scheduled time. Test session(s) may be suspended at City discretion if Vendors are not prepared to start on time, or are exceeding their time allowed.

At least one week prior to pre-qualification testing, the Vendor must provide to the City all insurance requirements as outlined in Section 1.11 Insurance Requirements, the Safety Data Sheet and Product Bulletin for each proposed polymer. The Product Bulletin shall include the total solids and viscosity of the material. A Certificate of Analysis to include percent aluminum as AL2O3, percent polymer, pH, and specific gravity shall be provided along with the Technical Product Bulletin.

Polymers supplied shall be clean and free of foreign substances. Vendors must provide a certificate of analysis for each delivery of product. Product must be a homogenous mixture free from any stratification and have a guaranteed shelf life for performance and stability for six (6) months.

Vendors will be expected to provide their own equipment if specialized equipment is needed for administering the polymer during jar, or full-scale testing. If modifications to the City’s polymer system are required the vendor shall provide pricing that includes a turnkey package for chemical activation and storage, as well as polymer cost. The vendor shall supply storage that meets high demand periods without excessive delivery schedules and to optimize bulk pricing. The total price for the turnkey installation of a polymer storage, delivery, and activation system shall be included on the bid form. The equipment will be the sole property of the City of Stockton.
City of Stockton thirty (30) days after the contract commences and the system shall be fully installed and programmed in the City SCADA system prior to the first chemical delivery. The City will provide programmer and the vendor will pay programmer for integration into the City system. The vendor has 30 days to fully optimize programming and dosing once the system is installed. The vendor shall provide seasonal optimization quarterly for each year of the contract.

3.2 POLYMER BENCH TEST SCREENING

Vendor to supply all necessary equipment to make down polymer solutions and perform jar tests. City will supply five to ten (5-10) gallons of BFP or GBT feed sample. Vendors will be allowed to pre-qualify and select one polymer product only for testing full scale on the BFP or GBT.

3.3 FULL SCALE PERFORMANCE TESTING

BFP Dewatering, to be conducted February 19 through February 22, 2018
GBT Thickening, to be conducted February 26 through March 1, 2018

Each Vendor will be allowed to full scale trial one (1) pre-qualified product. If Vendors have more than one product pre-qualified, they must make the decision as to which product they will submit for the full scale test. Bidders will be allowed a maximum of eight (8) hours to complete testing. The bidder shall provide polymer identical to the product pre-qualified from the bench test at no cost to the City.

The neat polymer delivered by the bidder must not contain solidified masses of polymer and must be 100 percent in solution when mixed by means of the City's polymer solution batch mixing procedure. Polymer not meeting this specification can cause clogging in the City's polymer feed system and will automatically be rejected by the City. The trial polymer will be batched to a concentration selected by the bidder. Mixed polymer will be fed to one BFP or GBT.

For the BFP, Vendor shall provide an optimum polymer dose at a constant flow rate of approximately 100 gallons per minute (GPM) through on BFP. Steady conditions will be achieved and samples will be collected to analyze BFF fed solids, cake solids and filtrate and associated polymer dose.

For the GBT, Vendor shall provide an optimum polymer dose at a constant flow rate of approximately 150 gallons per minute (GPM) through one GBT. Steady conditions will be achieved and samples will be collected to analyze GBT fed solids, cake solids and filtrate, and associated polymer dose.

Each vendor will be given 1 hour to find their optimal dosage rate that meets the performance requirements given below before testing begins.
The minimum polymer performance requirements are:

**Belt Filter Press**
- Cakes solids (%) of 20
- Solids Capture (%) of 92

**Gravity Belt Thickener**
- Cakes Solids (%) of 6
- Solids Capture (%) of 85

**Test Procedure:**

1. The Vendor shall submit one (1) product for trial. The Vendor must deliver enough polymer for eight (8) hours of continuous testing.

2. Immediately before the test begins, tank level for the neat test polymer will be recorded.

3. Once the Vendor is ready, the polymer feed to one BFP or GBT, will begin. Then the polymer will be adjusted accordingly to produce the best performance, Vendor will make all necessary adjustments. The Vendor is allowed a maximum of 1 hour to optimize the dosage before the test begins.

4. Thirty minutes after the trial starts, feed solids, cake solids, and filtrate solids samples will be taken by City Operators.

5. Thereafter, the City will collect the samples every thirty (30) minutes for the duration of the eight-hour trial period.

6. Immediately after the test ends, tank level for the neat test polymer will be recorded. Vendors must make every effort to ensure that testing stays within their scheduled session. If the Vendor is unable to complete the testing within their scheduled session, the City may, at their discretion, either schedule another test session or disallow any further testing. Should some unforeseen situation occur that is the responsibility of the City, i.e., City owned equipment failure, the City will allow the Vendor to re-schedule a session.

7. Polymer trial information, and any discrepancies noted by either party, will be recorded and signed by the Vendor and the City representative. The City Laboratory may conduct an analysis on total polymer active substance. Testing will be conducted in accordance with Standard Methods for Examination of Water and Wastewater, 21st Edition, Method 2540G (total, fixed, and volatile solids in solid and semi-solid samples). Vendors shall utilize the data provided to them by the City, to assist them in completing their bid proposal.
The City Laboratory will conduct analysis on all samples collected for the trial and the resulting data will be used to determine the polymer product performance for purposes of the dosage used to award the low bid.

Vendors shall have their polymer containers removed within five (5) days after their trial. Vendor’s equipment shall be removed by the end of the day of completion of their trial. Any containers or equipment that is not removed within the time frame specified will be removed by the City and the Vendor billed for the expense.

### 3.4 POLYMER EVALUATION

Dosing points in the sample set which meet established minimum performance requirements would be considered a qualifying point. The following polymer evaluation formula will be utilized to assist in determining the award of bid. The polymer dosage which results in the lowest overall cost will be used for bid evaluation purposes.

The polymer evaluation formula for BFP dewatering consists of the following:

\[
\text{Polymer Dosing Cost Factor (PDCF):} \\
(0.144 \text{ MGD}) \times (8.34) \times (X) \times (P) \\
\text{TOTAL ANNUAL POLYMER COST} \\
(PDCF) \times 365 \\
\text{CHEMICAL ACTIVATION SYSTEM TURNKEY} \\
\text{Includes lump sum cost for capital, installation, and 5-year maintenance, complete in place.} \\
\text{Where} \quad X = \text{Polymer Dosage, mg/L} \\
P = \text{Polymer Price per Bid $/LB}
\]

The polymer evaluation formula for GBT thickening consists of the following:

\[
\text{Polymer Dosing Cost Factor (PDCF):} \\
(0.216 \text{ MGD}) \times (8.34) \times (X) \times (P) \\
\text{TOTAL ANNUAL POLYMER COST} \\
(PDCF) \times 365 \\
\text{CHEMICAL ACTIVATION SYSTEM TURNKEY} \\
\text{Includes lump sum cost for capital, installation, and 5-year maintenance, complete in place.} \\
\text{Where} \quad X = \text{Polymer Dosage, mg/L} \\
P = \text{Polymer Price per Bid $/LB}
\]
BID DOCUMENTS

A) BID – POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT

B) PUR 17-038

C) March 15, 2018

COMPANY NAME: _________________________________

CONTACT NAME: _________________________________

ADDRESS: ______________________________________

_________________________________________________________________

TELEPHONE NUMBER: ____________________________

EMAIL: __________________________________________
BID TO BE SUBMITTED

The bidder hereby agrees to furnish the materials listed below in accordance with the specifications and the foregoing Special Instructions for the amount quoted. Quantities stated herein are approximate -- increases or decreases shall depend on City of Stockton requirements and are subject to City fiscal year appropriations.

Brand Name Quoted: __________________________________________________

Price per pound (Wet Weight): ___________________________________________ $/LB

FOB Destination

Price to include De-scaling Agent, if required

Dosage: ___________________________

Chemical Activation System Turnkey ______________________________________
Lump sum cost including for capital, installation, and 5-year maintenance, complete in place.

<table>
<thead>
<tr>
<th>Total Annual Cost</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________________</td>
<td>$_______</td>
</tr>
</tbody>
</table>

PRICE ADJUSTMENTS

Annual increase not to exceed 3% for each succeeding year. In the event that the supplier increases base price in succeeding years, supplier shall produce evidence that they have experienced a cost increase and by what amount costs have increased.

This contract shall be awarded to one supplier on the basis of the above total bid after the appropriate price adjustment costs have been applied over the term of this contract.

Any questions regarding specifications should be directed to John Walker, Municipal Utilities Department, at telephone (209) 937-8736.

FIRM __________________________________________ ADDRESS ________________________________

SIGNED BY __________________________________ TITLE OR AGENCY ___________________________

DATE ______________________ ( ) TELEPHONE __________________________

NOTE: Bidders are to mark their sealed bids to clearly indicate the content as:

A) POLYMER FOR WASTEWATER TREATMENT AT MAIN PLANT
B) PUR 17-038
C) MARCH 15, 2018
BIDDER’S AGREEMENT

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.

2. They have reviewed and understand all clarifications/questions/answers on the City’s website at www.stocktonca.gov/mudbid

3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.

4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.

5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be “A Jurat” notarization.

_________________________________________    ________________________________
FIRM                                      ADDRESS

_________________________________________    ________________________________
SIGNED BY                                  TITLE OR AGENCY

_________________________________________
E-MAIL ADDRESS

Bids shall be labeled as instructed, mailed or delivered on or before 2:00 p.m. March 15, 2018, where they will be publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK’S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK’S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.
No. 1
AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA, (insert) ss.
County of (insert)

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of __________ , 20___ by __________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 2
AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA, (insert) ss.
County of (insert)

being first duly sworn, deposes and says: That they are the (insert) of a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of __________ , 20___ by __________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 3
AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, (insert) ss.
County of (insert)

being first duly sworn, deposes and say: That they are a member of the firm, association or co-partnership, designated as (insert) who is the party making the foregoing bid; that the other partner, or partners, are (insert) that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of __________ , 20___ by __________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature
ATTACHMENT A

Insurance Requirements for Most 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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), 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 the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

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

**Additional Insured Status**

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used. Additional insured Name of Organization shall read “City of Stockton, its officers, officials, employees, and volunteers.” Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

**Primary Coverage**

For any claims related to this contract, the Contractor’s insurance coverage shall be endorsed as primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor’s insurance coverage to the sole negligence of the Named Insured.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

**Waiver of Subrogation**

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

**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 City of Stockton.
Verification of Coverage

Contractor shall furnish the City of Stockton 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 City of Stockton Risk Services 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 City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
400 E Main Street, 3rd Floor – HR
Attn: City Risk Services
Stockton, CA  95202
ATTACHMENT B

SAMPLE AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made ________________, 2018, between ___________________ ("Contractor"), whose address is ________________________________, and telephone number is ______________ and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **Goods to be provided and services to be performed.** Contractor shall provide the goods and perform the services as set forth in the Request for Bid documents and on the attached Exhibit A incorporated herein by reference. Contractor shall begin providing the goods/performing the services upon full execution of this agreement, and complete providing the goods/performing the services by ________________.

2. **Compensation.** For the goods and services under this Agreement, City shall pay Contractor the sum of __________ for delivery of ______________

3. **Method of Payment.** City shall pay Contractor within 30 days from the date Contractor’s invoices are approved by the City Manager. Contractor shall submit monthly invoices.

4. **Maintenance.** Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City Operations personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in Exhibit A at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City personnel shall review and approve any upgrades prior to their installation.

5. **Warranty.** Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one-year period shall begin upon the date the City provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor.

6. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from
all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

7. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

8. **Business License.** Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. **Audit.** City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. **Ownership of Goods.** All goods accepted by the City shall be the property of the City.

11. **Changes to the Agreement.** This Agreement may not be modified except in writing by both parties.

12. **Applicable Law.** This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. **Non-Assignability.** Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. **Notices.** All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

   To Contractor: ____________________________  To City:  City Manager
   __________________________________________  City of Stockton
   __________________________________________  425 N. El Dorado St.
   __________________________________________  Stockton, CA 95202

15. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

16. **Miscellaneous Provisions.**
a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

KURT O. WILSON
City Manager

By: ________________________________

Signature

Print name

Title

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

CONTRACTOR

By: ________________________________

Signature

Print name

Title

ATTEST: ________________________________

BRET HUNTER, CMC
INTERIM CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY