



REQUEST FOR SEALED BIDS

**Comprehensive Field Service Package for Stockton's Water Treatment Facility,
Wastewater Treatment Facility, and Laboratory Facilities**

FOR THE CITY OF STOCKTON, CALIFORNIA

(PUR 24-022)

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., Thursday, January 25, 2024,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

INVITATION FOR SEALED BID
Comprehensive Field Service Package for Stockton's Water Treatment Facility, Wastewater
Treatment Facility, and Laboratory facilities
(PUR 24-022)

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications **FOR COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES (PUR 24-022)** in strict accordance with the specifications.

The City of Stockton hereby invites bids to provide a comprehensive field service package. This package is intended to cover a range of essential support services to ensure the City's equipment and devices remain operational and compliant with industry standards.

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/mudbid 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, JANUARY 25, 2024.**

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

Information on Bid Process/Clarification/Technical Data

Shawn Yep, Procurement Division

(209) 937-8357

e-mail: stocktonbids@stocktonca.gov

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

Dated: **December 28, 2023**

ELIZA GARZA
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST

Did You:

- * Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES **15 to 25**, 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 signatoree**
 - * 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.
 - * Include your **\$0.00** bidder's security, bidder's bond, certified or cashier's check.
NOTE: As information, the City will **NOT** accept company or personal checks for bid security.
- * Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) flash drive with an electronic version of the bid documents.
- * Review all clarifications/questions/answers on the City's website at 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 **January 25, 2024, 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) **COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES**
 - B) **(PUR 24-022)**
 - C) **JANUARY 25, 2024**

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Patricia Monesi Procurement Specialist (209) 937-8357 e-mail: stocktonbids@stocktonca.gov

*If not completed as required, your bid 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 BID.

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 COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES (PUR 24-014) for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m., on Thursday, JANUARY 25, 2024**, 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, " COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES for the City of Stockton (PUR 24-014)." Additionally, submit one (1) flash drive 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 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Bidders must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted Sept. 1, 2009, effective Oct. 1, 2009.

1.5 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.

1.6 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.

1.7 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 and deliverable to:

CITY OF STOCKTON
ATTN: PATRICIA MONESI
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
www.stocktonca.gov/MUDBid

Such request for clarification shall be delivered to the City by **January 11, 2024**. 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 19, 2024**, and will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

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 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 may 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 of the insurance requirements listed in attached Exhibit A (or Exhibit B of the sample contract).

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 **HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or 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.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

1.15 **METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City. 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 City intends to establish a three (3) year contract.

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 sixty (60) 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 BID SECURITY

Bid Security does not apply to this project.

1.23 CONTRACT BONDS

Contract Bonds does not apply to this project.

1.24 AWARD

Upon conclusion of the bid process, a contract may be awarded for COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER

TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES 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.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties
- Trade-in
- Buy-back agreement
- Salvage value
- Standardization
- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

1.25 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.

1.26 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.

1.27 LIQUIDATED DAMAGES

Liquidated damages in the amount of (\$0.00) dollars per day will be assessed per each working day over the allotted for this project.

1.28 PRODUCT OWNERSHIP

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

1.29 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.**

1.30 JOB WALK

Job walk does not apply to this project.

1.31 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.32 CONTRACTOR'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The bidder is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.31 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues, and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.

5. Protests must be filed with the City's Chief Financial Officer, or designee, , not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.

B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing to material issue raised in the protest within 30 days of receipt of the protest letter.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's , the decision is mailed to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation .
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
6. If the protested procurement involves state or federal funds , the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton's Water Treatment Facility, Wastewater Treatment Facility, and Laboratory Facilities (City) rely on a comprehensive service contract for instrumentation to ensure compliance with regulatory standards. To maintain compliance, it is imperative that the equipment undergoes quarterly calibration, necessitating four annual site visits. These calibrations are crucial in meeting our regulatory permit obligations.

Many of our existing devices have become obsolete and require replacement. In addition to replacing these obsolete items, the City is also looking to acquire additional equipment.

Below is a list of the current equipment inventory held by the City:

Inventory of Present Equipment	
1720 E LR Turbidity Sensor Hach , LPV417.99.00002	
110420038624	110420038732
110420038581	110420038622
110420038625	101200375162
110420038623	110420038699
110420038621	110420038695
110420038729	120308207216
Svc-2V Surface Scatter SS7 HACH SENSOR ASSY, LPV431.99.00002	
110100379271	
101200379271	
110100379275	
2100N LAB TURB, EPA 1821	
12030C028588	
db MODULE, PROBE (4-SNSR), SC1000, 4mA	
1387069	
Digital pH Sensor, PEEK, Convertible, DPD1P1	
1012431341	1412444070
1012431330	1412443193
1012431329	1410440795
1501444229	1410440899
1012431303	
Digital Conductivity Sensor, 0.50 K, D3422B3	
1012460151	
1505460159	
15054601590	
pH Sensor, Ryton, WDMP Mounting, Dig; DPD1R1-WDMP	
1106430872	
PHD, PEEK, pH-Wide Range, PD2P1	
1204431974	1104430983
1104430982	1404437048
PHD, PEEK, ORP-Platinum, RD2P5	
1202430067	
1202430066	
1104430932	
ELECTRODELESS, SANITARY, POLY, 3705E2T	
1101530279	
Solitax Sensor db T-LINE sc/IMMERS 4000NTU WIPER PVC, LXV423,99.10000	
1391661	
DR 5000 UVNIS; DR5000-03 SPECTRO	
1385114	

2.1 SCOPE OF SERVICES

To address our compliance needs, the City is seeking a comprehensive field service package that encompasses all facets of support. This package must include parts, labor, and travel for on-site repairs, as well as four on-site calibrations per year, factory-recommended maintenance, inclusive of required parts, unlimited technical support calls, and complimentary firmware updates.

If an analog device is being upgraded to a digital one, the bidder must also bid a digital controller with a minimum of two inputs. Each new digital device shall necessitate its own dedicated controller.

The bidder is responsible for upholding the device's warranty and performing all necessary servicing to ensure it is calibrated according to the manufacturer's specifications. It is incumbent upon the bidder to be familiar with the manufacturer's recommendations and possess the requisite tooling for accurate calibration and maintenance.

Additionally, the bidder must furnish unlimited technical support calls and provide complimentary software upgrades.

A sticker indicating the date of calibration completion along with the next scheduled service date must be affixed. A detailed report delineating equipment calibration and the date of completion is also required. All site visits must be coordinated with City personnel, and calibrations must be executed with no disruption to the treatment plant, its processes, or reporting protocols.

2.2 SPECIFICATIONS

A complete list of required parts can be found on page 16 and 17 under Bid to be Submitted.

Bidders are advised to bid items as requested; All units shall be new and unused; substitutes are not permitted.

Bidders are required to submit proposals for all listed items in this Bid.

2.3 CITY RESPONSIBILITIES

1. City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.
2. City will provide the code building inspection and any special inspection required.

BID DOCUMENTS

- A) COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES
- B) PUR 24-022
- C) JANUARY 25, 2024

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

BID TO BE SUBMITTED

Obsolete Items and Corresponding Replacement Parts					
ITEM	ITEM TO REPLACE	PART NUMBER	SERIAL NUMBER	REPLACING WITH PART NUMBER	UNIT PRICE
1.	1720E	LPV417.99.00002	110420038624	LXV445.99.53112	
2.	1720E	LPV417.99.00002	110420038581	LXV445.99.53112	
3.	1720E	LPV417.99.00002	110420038625	LXV445.99.53112	
4.	1720E	LPV417.99.00002	110420038623	LXV445.99.53112	
5.	1720E	LPV417.99.00002	110420038621	LXV445.99.53112	
6.	1720E	LPV417.99.00002	110420038729	LXV445.99.53112	
7.	1720E	LPV417.99.00002	110420038732	LXV445.99.53112	
8.	1720E	LPV417.99.00002	110420038622	LXV445.99.53112	
9.	1720E	LPV417.99.00002	110720041126	LXV445.99.53112	
10.	1720E	LPV417.99.00002	110420038699	LXV445.99.53112	
11.	1720E	LPV417.99.00002	110420038695	LXV445.99.53112	
12.	1720E	LPV417.99.00002	120308207216	LXV445.99.53112	
13.		add controller (1 per instrument preferred)		LXV525.99A11551	
14.		add controller (1 per instrument preferred)		LXV525.99A11551	
15.		add controller (1 per instrument preferred)		LXV525.99A11551	
16.		add controller (1 per instrument preferred)		LXV525.99A11551	
17.		add controller (1 per instrument preferred)		LXV525.99A11551	
18.		add controller (1 per instrument preferred)		LXV525.99A11551	
19.		add controller (1 per instrument preferred)		LXV525.99A11551	
20.		add controller (1 per instrument preferred)		LXV525.99A11551	
21.		add controller (1 per instrument preferred)		LXV525.99A11551	
22.		add controller (1 per instrument preferred)		LXV525.99A11551	
23.		add controller (1 per instrument preferred)		LXV525.99A11551	
24.		add controller (1 per instrument preferred)		LXV525.99A11551	
25.	SVC-2V	LPV431.99.00002	110100379271		
26.	SVC-2V	LPV431.99.00002	101200377160		
27.	SVC-2V	LPV431.99.00002	110100379275		
28.	4-SNSR	SC1000	1387069	SC1000	
29.	2100N Lab Turb	EPA 1821	12030C028588		
30.	pHD	DPD1P1	1012431341	DPD1P1	
31.	pHD	DPD1P1	1012431330	DPD1P1	
32.	pHD	DPD1P1	1012431329	DPD1P1	

33.	pHD	DPD1P1	1012431303	DPD1P1	
34.	pHD	DPD1P1	1509444090	DPD1P1	
35.	pHD	DPD1P1	1610440366	DPD1P1	
36.	pHD	DPD1P1	1412443193	DPD1P1	
37.	pHD	DPD1P1	1410440795	DPD1P1	
38.	pHD	DPD1P1	1410440899	DPD1P1	
39.	Conductivity	D3422B3	1012460151	D3422B3	
40.	Conductivity	D3422B3	1505460159	D3422B3	
41.	Conductivity	D3422B3	1505460159	D3422B3	
42.	WDMP pH	DPD1R1-WDMP	1106430872	DPD1R1-WDMP	
43.	pHD Wide Range	PD2P1	1204431974	PD2P1	
44.	pHD Wide Range	PD2P1	1104430982	PD2P1	
45.	pHD Wide Range	PD2P1	1104430983	PD2P1	
46.	pHD Wide Range	PD2P1	1404437048	PD2P1	
47.	ORP	RD2P5	1202430067	RD2P5	
48.	ORP	RD2P5	1609432996	RD2P5	
49.	ORP	RD2P5	1104430932	RD2P5	
50.	CL17	5440000	150400524128	8572700	
51.	CL17	5440000	150400524720	8572700	
52.	CL17	5440005	140800504355	8572700	
53.	CL17	5440005	140800504359	8572700	
54.	CL17	5440005	140900505113	8572700	
55.	CL17	5440000	131200489686	8572700	
56.	4000NTU Wiper PVC	LXV423.99.10000	1391661	LXV423.99.10000	
57.	DR 5000 UV/VIS		1385114	DR5000-03 SPECTRO	
58.			120400069928		
59.		add one CL17sc Free		8572700	
60.		add one CL17sc Total			
61.		add controller (1 per instrument preferred)		LXV525.99A11551	
62.		add controller (1 per instrument preferred)		LXV525.99A11551	
63.		add controller (1 per instrument preferred)		LXV525.99A11551	
64.		add controller (1 per instrument preferred)		LXV525.99A11551	
65.		add controller (1 per instrument preferred)		LXV525.99A11551	
66.		add controller (1 per instrument preferred)		LXV525.99A11551	
67.		add controller (2 instruments will share this one)		LXV525.99A11551	
68.	BSPPLUSHD	HQ40D	190400016221	HQ40D	
69.	BSPPLUSHD	HQ40D	180200001762	HQ40D	
70.	PMP LDDO PROBE	LDO10110	152572599019	LDO10110	
71.	PMP LDDO PROBE	LDO10110	180322599019	LDO10110	
72.	PMP LDDO PROBE	LBOD10101	190843039386	LBOD10101	

73.	PMP LDDO PROBE	LBOD10101	181443038077	LBOD10101	
74.	PMP GEL PROBE	PHC10110	190382569279	PHC10110	
75.	PMP GEL PROBE	PHC10110	191822569284	PHC10110	
76.	DRB200 Reactor	DRB200	18110C0427	DRB200	
77.	DR 900 Colorimeter	DR900	182960001048	DR900	
78.	DR2700 Spectrophotometer	DR2700	1329862	DR2700	
79.	HQ430d	HQ430d flexi	180600007797	HQ430d flexi	
80.	HQ440d	HQ440D multi	190300015114	HQ440D multi	
81.	SD900	SD900	131000485292	3540SD	
82.	SD900	SD900	120700449959	3540SD	
83.	SD900	SD900	110900416131	3540SD	
84.	SD900	SD900	090600325948	3540SD	
85.	SD900	SD900	090600325946	3540SD	
86.	AS950	AS950	201480015072	ASA.CXXX	
87.	AS950	AS950	190660011016	ASA.CXXX	
88.	AS950	AS950	190660011015	ASA.CXXX	
89.	AS950	AS950	181370008226	ASA.CXXX	
90.	AS950	AS950	181370008225	ASA.CXXX	
91.	AS950	AS950	190660011017	ASA.CXXX	
92.	AS950	AS950	190140010522	ASA.CXXX	
93.	AS950	AS950	200700014482	ASA.CXXX	
94.	AS950	AS950	190660011014	ASA.CXXX	
95.	AS950	AS950	201490500206	ASA.CXXX	
96.	AS950	AS950	201490500208	ASA.CXXX	
97.	AS950	AS950	200700014482	ASA.CXXX	
98.	AS950	AS950	200940014713	ASA.CXXX	
99.	AS950	AS950	190660011013	ASA.CXXX	
100.	APA6000	APA6000	80200000189	Latest Version	
101.	1720E LR Turbidity Sensor	1720E	130708221810	Latest Version	
102.	1720E LR Turbidity Sensor	1720E	130908220555	Latest Version	
103.	SC200	SC200	1703C0168769	SC200	
104.	SC200	SC200	1611C0164036	SC200	

ITEM	New Equipment	QUANTITY	UNIT PRICE
1.	THM-100 or similar model	1	
2.	Laboratory Charge Analyzer (LCA5) or similar model	1	
TOTAL BID AMOUNT FOR NEW EQUIPMENT NO. 1-2			\$

ITEM	Field Service Package	UNIT PRICE
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1.	package should include parts, labor, and travel for on-site repairs, as well as four on-site calibrations per year, factory-recommended maintenance (inclusive of required parts), unlimited technical support calls, and complimentary firmware updates.	\$
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GRAND TOTAL FOR ALL BID ITEMS	\$
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Bid must be valid for 120 days after Notice of Intent to Award has been posted on Bid Flash.

The City reserves the right to engage other suppliers should best awarded vendor fail to deliver on any aspect of this bid.

Any questions regarding specifications should be directed to Shawn Yep, Procurement Division, stocktonbids@stocktonca.gov.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

DATE

()

TELEPHONE

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

- A) COMPREHENSIVE FIELD SERVICE PACKAGE FOR STOCKTON'S WATER TREATMENT FACILITY, WASTEWATER TREATMENT FACILITY, AND LABORATORY FACILITIES**
- B) PUR 24-022**
- C) January 25, 2024**

IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY STATING REASON.

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

NOTE: Bids are invalid which are unsigned. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

**OFFICE OF THE CITY CLERK
FIRST FLOOR, CITY HALL
425 NORTH EL DORADO STREET
STOCKTON, CALIFORNIA 95202-1997**

On or before **2:00 p.m. January 25, 2024**, and 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.

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL BIDDER**

No. 1
STATE OF CALIFORNIA, _____)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, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ 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, _____)ss.
County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ 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)

(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 _____

Exhibit A:
Insurance Requirements
(Equipment Maintenance & Repair Services)

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. *(Not required if contractor provides written verification it has no employees)*

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 primary and non-contributory** and 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. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state 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 **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton 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. 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.

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

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

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

I have read, understand, and agree to comply with the indemnity and insurance requirements supplied with this Agreement.

Signature _____

Name _____

Date _____

PO #/Dept Contact _____