**City of Merced**



***Request for Bids***

***# 11072023***

Water Works Supplies

**Question Deadline:**

November 3, 2023, 12:00 pm, PST

**Bid Due Date:**

November 7, 2020, 2:00 pm, PST

**Bid Submission:**

Mailed

City of Merced Purchasing Division  
678 W 18th St Merced CA, 95340

Parcel/Hand Delivered

City of Merced Purchasing Division  
2525 O St, Merced CA, 95340

**Project Manager (PM):**

Uriel Pulido Jr., Storekeeper

[pulidou@cityofmerced.org](mailto:pulidou@cityofmerced.org)

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# Schedule, Overview, Bid Content, Bidder Qualifications

1. Tentative Schedule of Important Dates

This section provides a **tentative** schedule of the important milestone dates. Examine these dates carefully and plan accordingly. All times are PST unless stated otherwise

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **EVENT** |
| 1 | October 23, 2023 | Request for Bids (RFB) issue date |
| 2 | November 3, 2023 at 12:00 pm | Deadline to submit Bid questions |
| 4 | November 3, 2023 | Final addendum issued |
| 5 | November 7, 2023 at 2:00 pm | Bid due/opening date |
| 6 | November 10, 2023 | Evaluation of Bids completed |
| 8 | November 13, 2023 | Selection of vendor & contract preparation start |
| 9 | December 4, 2023 | Contract Award(s) (estimated) |
| 10 | December 18, 2023 | Start of Service |

1. Communications with PM, Uriel Pulido Jr.
   1. Review entire request for bid (RFB) package prior to submitting a bid.
   2. Formulate your questions clearly and make sure to cite the item number, page number, section, and group number to minimize confusion and expedite response time.
   3. Be aware that all information shared during contacts with the PM is public.
   4. Only a duly authorized written addendum posted to the RFB will make any changes to the RFB requirements.
   5. Note that City will answer all questions only until the specified deadline date and time in writing, via email, only.

# Overview and Background

1. Overview of Requirements
   1. The City of Merced, (hereon City) has identified the need to procure **water works supplies via a multi-year contract** to better comply with City competitive bid requirements.
   2. City requires the following services to help meet the aforementioned need: supply and delivery of water works supplies as detailed in the Scope of Services section below to be delivered to the City’s water works warehouse at 477 St Lawrence Drive, Merced CA, 95340. Additional delivery locations within City limits may be added if the need arises.
   3. These services will require the supply and delivery of various kinds of parts and materials generally used in a potable water system installation, maintenance and repair.
   4. These supplies will be used to keep a consistent inventory of brass, cast iron, ductile iron and PVC parts ranging in sizes from 1/2” to 16” used in the general operations of the City’s potable water system.
   5. Therefore, City requires the services of a well-qualified provider (Provider) to furnish the sale and delivery of the supplies detailed in the Scope of Services section on a consistent basis and at the best possible prices.
   6. City is seeking to establish an agreement for two (2) years with up to two (2) one-year optional renewals thereafter.
2. Background and Current Needs Information
   1. City has met its past needs through the use of a competitively bid contract with PACE Supply Corp.
   2. Current needs are being met through a one-year council approved agreement with PACE which is to expire at the end of this year.
   3. The Table below show the past annual history of activity
      1. Table 1: Statistical and Historical Information

|  |  |
| --- | --- |
| Fiscal Year | Total/Year |
| 2020-2021 | 325,254.38 |
| 2021-2022 | 216,914.32 |
| 2022-2023 | 243,142.99 |
| 3-year average | 261,770.56 |

**Bid Procedures, Content, Format, Evaluation Criteria, and Award**

1. General
   1. **Bid Format:** Bidder must follow the instructions for preparing the bid in the prescribed format. Section tabs must be utilized in the bid following the same order of the RFB.
   2. **General Terms and Conditions:** Except as otherwise indicated herein, City’s General Terms and Conditions govern rules and definitions of this RFB.
   3. **Right to Reject Bids:** City reserves the right to reject any and all bids, to waive any non-material irregularities or informalities in any bid, and to accept or reject any item or combination of items.
   4. **Execution of Agreement:** If a Bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified Bidder or call for new bids, whichever City deems most appropriate. (Sample template of agreement is attached).
   5. **Incorporation of RFB/Bid:** This RFB and the firm’s response, including all promises, warranties, commitments, and representations made in the successful bid will become binding contractual obligations and will be incorporated by reference in any agreement between City and Bidder.
   6. **Authorized Signatories:** Company personnel signing the cover letter of the bid or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
   7. **Validity of Bids:** Proposed services and related pricing contained in the bid must be valid for the life of the contract.
2. Bid Content and Format

Include the following sections containing the information requested below in your bid. To enable ease of evaluation, please follow the sequence shown below:

* 1. **Bid Costs**
     1. Submit all pricing in the Excel spreadsheet embedded in Attachment C: Pricing Sheet.
     2. Provide pricing for each of the required line items.
     3. Provide pricing for optional Bidder recommendations.
  2. **Required Forms**
     1. Attachment A: Special Provisions
     2. Attachment B: Non-Collusion Affidavit
     3. Attachment C: Pricing Sheet (see Excel document)  
        \*All three forms must be filled and submitted as the bid response.
  3. **Inadequate Content**
     1. Note that a bid is non-responsive if it does not contain all bid requirements, is not complete, is not received at the right location, and is not received by the bid deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
     2. Do not submit extraneous marketing or promotional information.
  4. **Bid Format**
     1. Hard copy only. Include one extra copy clearly marked as “copy”
     2. White paper, 8-½ x 11, page numbered
     3. Typed, black print, approximately 11-12 point font
     4. Free from excessive graphics or excessive photos

# Bidder Qualifications, Evaluation Criteria, and Award Process

1. **Bidder** Qualifications

The intent of this RFB is to evaluate the bids and select Bidders that will provide the most cost-effective and professional services for the City.

* 1. Minimum Qualifications:
     1. Submit a bid response complete with all required documents.
     2. Complete all sections in the Pricing Sheet and notate any exceptions.
     3. For items listed with a brand name, only products that either meet or exceed those manufacturers’ specifications will be reviewed. Bids for items that do not provide documentation as to the alternate items’ fitness for purpose or that fail City water works crews tests will be rejected.
     4. Demonstrate the requisite technical proficiency. Only Bidders with verifiable capabilities to supply and deliver all required water works parts and materials and appropriate experience will be considered for award.

1. Evaluation Criteria
   1. **Minimum qualifications and Award Consideration**

The minimum qualifications and award consideration is based upon the following criteria:

* + 1. City will review the Bidders qualifications to determine if the Bidder meets or betters the minimum requirements as detailed above.
    2. Only Bids that meet or better the minimum requirements will be considered for evaluation, scoring and award recommendation.
  1. **Scoring** 
     1. In accordance with the City of Merced Municipal Code’s **3.04.180 & 3.04.280** objective of selecting the most qualified vendor at a fair and reasonable cost, each bid will be evaluated based on price and verifiable quality of products proposed. Products that do not equal or exceed the specifications of the manufacturer named in the Pricing Sheet will be rejected. If testing is deemed necessary, it will be conducted by City water works personnel before awarding the bid. Total possible points is1000:
        1. Price of Supplies **(500 pts)**.
        2. Product’s proven performance. **(500 pts)**.

1. Award
   1. After conclusion of the above Evaluations, City may make multiple awards by awarding more than one Bidder, awarding by item numbers, or awarding by item group or item category.
   2. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best-qualified Bidder or withdraw the RFB. In the event the City does not approve the recommendation to award, the RFB may be cancelled without any cost or obligation of City.
   3. The term of the contract is for two (2) years, with up to two (2) one-year optional renewals thereafter.
   4. Prices are firm fixed prices during each contract period and price increases will only be allowed per formal written request by the successful Bidder for the specific items. Backup documentation will be required to justify the price increase. All relevant documentation provided will be incorporated into the contract.
   5. Prices shall be negotiated for each mutually exercised optional renewal period using a price differential that clearly identifies the former price, the required increase and the final price for the remainder of the contract.

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# Special Terms and Conditions

1. Audit Requirements
   1. City reserves the right to periodically inspect and audit Bidder’s accounting procedures and supporting documentation in conjunction with the performance of the required services.
   2. City will notify Bidder in writing of any such requested audit.
   3. City will inspect and audit in a reasonable manner and at City’s expense.
   4. Bidder must fully cooperate with any such audit(s).
   5. City will notify Bidder in writing of any exception taken as a result of an audit.
   6. If an audit, in accordance with this article, discloses overcharges (of any nature) by Bidder to City of the value of that portion of the Agreement that was audited, the actual cost of City’s audit must be reimbursed to City by the Bidder.
2. Termination
   1. If, in the opinion of the City, Bidder fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 30-day written notice. City will pay Bidder for the value of the actual supplies received in good order up to the date the termination is issued. Any supplies shipped after the effective date of termination will be rejected and shall be picked up by the vendor at his/her own cost.
   2. City of Merced must have the right to terminate or cancel the Agreement upon 30-day’s written notice without cause.
   3. These rights are in addition to any other rights that City may have available.

**(Continued on Next Page)**

# Exhibit A: Scope of Services

1. General
   1. **Responsive bids:** bidders shall be able to provide all or most of the items requested in Attachment C’s Pricing Sheet. Please note that the Pricing Sheet is a separate Excel spread sheet. It must be submitted along with any other required documents in a sealed envelope.
   2. **Delivery:** Normal deliveries must be made within three (3) to five (5) business days. Bidder must be able to perform rush deliveries within two (2) days or even next day during a major emergency.
   3. **Brand name items:** where manufacturer and part numbers are specified, prospective bidders must adhere to quoting those specific items. Alternate items will be considered, but City reserves the right to reject them. All alternate items must include their manufacturer item part number in a separate column next to the one included by City in the Pricing Sheet for comparison purposes.
   4. **Domestic items:** for any items labeled as domestic only Bidder must quote only items manufactured in the United States (regardless of brand).
   5. **Copper usage:** it varies per year. current average for ¾” poly coated is 1260ft, for 1” poly coated is 2400ft, for (non-coated)1.50” is 360ft, for (non-coated) 2” is 60ft.
   6. **Ductile Iron Pipe:** 18 Feet will be the standard size for shipping as City of Merced warehouse only allows proper storage of that length.

**-- End of Scope of Services –**

(Bidder’s Company Name)

# Attachment A: Special Provisions

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Bid, please indicate below and describe details: (check any that apply).

|  |  |
| --- | --- |
|  | No exceptions taken |
|  | Exception taken to the scope of work or specifications |
|  | Exception taken to indemnification and insurance requirements |
|  | Exception to proposed contract language (see Sample Agreement) |
|  | Other |

Please explain any of the checked items:

|  |
| --- |
|  |
|  |
|  |

Note: Taking exception to City’s requirements without approval of City prior to submission of your Bid may be cause for rejection of the proposal.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| BIDDING FIRM: | |  | | | | | DATE: |  |
| BUSINESS ADDRESS: | | |  | | | | | | |
| **SIGNATURE OF REPRESENTATIVE**: | | | |  | | | | | |
| BY: |  | | | | TITLE: |  | | |

INSTRUCTION REGARDING SIGNATURE: If Bidder is an individual, state "Sole Owner" after signature. If Bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If Bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

|  |  |  |
| --- | --- | --- |
|  |  |  |
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|  |  |  |
|  |  |  |

# Attachment B: Non-Collusion Affidavit

Note: To be executed by Bidder and submitted with bid.

|  |  |
| --- | --- |
| State of |  |
|  | (the State of the place of business) |

|  |  |
| --- | --- |
| County of |  |
|  | (the County of the place of business) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | , being first duly sworn, deposes and | |
| (name of the person signing this form) | | |  | |
| says that he/she is |  | | | of |
|  | (title of the person signing this form) | | |  |
|  | | , the party making the foregoing bid | | |
| (name of bidding company) | |  | | |

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or of any other Bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said Bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Bidder in the general business.

|  |  |
| --- | --- |
| By: |  |
|  | (signature) |
| Printed Name: |  |
|  | (name of the person signing this form) |
| Title: |  |
|  | (title of the person signing this form) |

Notary is required for this bid.

# Attachment C: Pricing Sheet

Note: A separate file in Excel format will be provided listing all parts and materials for this bid.



# I Pricing Terms and Conditions

* 1. **Quantities:** they will vary depending on many factors within the water department’s needs. Emergencies are never accounted for, as well as leaks, and renewal of older systems. Listed statistical numbers are annual expense estimates based on historical information and may vary significantly on a given year. City does not imply or make any commitment to purchase any specific quantity for any particular item.
  2. **Term:** resulting Agreement will be for a two-year base period with up to two one-year optional renewals.
  3. **Price Changes:**
     1. After the base period, price changes shall be negotiated, but shall not exceed the most recent available 12-month period for the Oakland-San Francisco, CA Consumer Price Index (CPI) for All Urban Consumers.
     2. In the event market conditions cause a significant change in price before the end of any given period, the Provider may request relief by providing verifiable documentation to PM at least 30 days in advance of the requested price change date.
  4. **Unit Price:** include everything but sales tax.
  5. **Delivery Costs:** must be included in unit price.
  6. **Sales Tax:** City will add the appropriate sales tax to each order.
  7. **Additional Charges:** none; do not charge any fees or charges not listed in the Price Sheets.
  8. **Fixed Prices:** prices are fixed for each year of the agreement.
  9. **Bid Price Sheet:** The awarded Bidder’s Price Sheet, as accepted by City, will be incorporated into the resultant Agreement.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| BIDDING FIRM: | |  | | | | | DATE: |  |
| BUSINESS ADDRESS: | | |  | | | | | | |
| **SIGNATURE OF REPRESENTATIVE**: | | | |  | | | | | |
| BY: |  | | | | TITLE: |  | | |