**City of Merced**



***Request for Bids***

***# 07302024***

Sodium Fluoride

**Question Deadline:**

July 25, 2024, 12:00 pm, PST

**Bid Due Date:**

July 30, 2024, 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

**City Representative (CR):**

Julio Marquez, Purchasing Supervisor

marquezj@cityofmerced.org

209 385 6833

# Overview, Qualifications, Definitions, Bid Fill-out.

1. Overview
	1. SOLICITATION: City is seeking competitive sealed bids for the supply and delivery of **SODIUM FLUORIDE** to establish a **two-year contract with two, one-year optional renewals**.
	2. LATE BIDS: To be considered for this solicitation, all sealed bids must be received by the due date and time as stated in the cover page. Bids received after said date and time will be returned to the sender unopened and will not be considered under any circumstances. Postmarks are not accepted. Bids submitted electronically or by facsimile will not be accepted.
	3. BID REJECTION: City reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received. The City reserves the right to reject any and all bids and reserves the right to waive and/or reject a bid for any of the following reasons: informalities, nonconforming, non­responsive or conditional bids, bids showing any alterations of form or erasures or Irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way.
	4. BID OPENING: all bids received will be publicly opened and read as set forth in the Notice Inviting Bids. Bidders, or their representative, and other Interested persons may be present at the opening and reading of the bids. Following the bid opening, a bid tabulation will be posted to the City’s website [www.cityofmerced.org](http://www.cityofmerced.org).
	5. TIE BIDS: In the case of tied or identical bids, City reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in Section I F, Method of Award, then any additional costs described in the “Specific Deviations", such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Specific Deviations'' still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Specific Deviations” will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then City Council, in its discretion, may accept the one it chooses, or accept the lowest bid made by and after negotiation with the tie bidders at the time of the bid opening.
	6. BID AWARD: The bidder that meets the specifications and submits the lowest overall bid price for a particular will be awarded the bid by City, assuming the bid is determined to be complete and in compliance with the bid requirements. City has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive minor irregularities in said bids. City may make multiple awards based on bid prices and corresponding items. The following is a non-inclusive list of criteria that must be used in award of the bid:
		* 1. Unit cost of the product
			2. Product specifications
			3. Warranties or standards of quality
			4. Ability to deliver product throughout the contract term
			5. Bidder's reputation, competency, and previous customer service record
			6. Third party hauling company’s reputation, competency, and previous customer service record (if applicable)
			7. Fully executed non-collusion affidavit
2. Bidder Qualifications
	1. QUALIFICATIONS: A qualified bidder is one determined by City to meet standards of business competence, reputation, financial ability, and product quality, A responsive bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the chemical, and any other requirement of the bid instructions. A responsible bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Bidders that intend to utilize a third-party hauling company for completing some or all their deliveries must indicate the name and contact information of the third-party hauling company as an **attachment to the** **Bid Form.** Bidders must be capable of providing the product by stated delivery times. Before submitting a bid, the bidder must carefully examine and read all parts of the bid contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between City and successful bidder.
	2. AUTHORITY: The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.
	3. COMPETENCY: Before any contract is awarded, the bidder may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder must have and maintain current any and all necessary licenses or certificates.
	4. MATERIAL WARRANTY: Before the bid is awarded and, if applicable, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all chemicals to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.
	5. DISQUALIFICATION: More than one bid proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the bid contemplated will cause rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, any and all bids may be rejected. Bidders must execute and submit with their bid any required documents included in the bid.
3. Definitions
	1. Bid Documents = City documents, forms, exhibits, etc. related to Bid
	2. Bidder = the prospective or actual bidder, but not awarded
	3. City = City of Merced
	4. Contractor or Vendor= the awarded bidder
	5. CR = City Representative
	6. Bid = Bid submitted
	7. RFB = Request for Bids: City-provided electronic documents/postings
4. Filling out Bid
	1. SUBMITTAL: All bid submittals must be enclosed in a sealed envelope marked with the **bid title and number** as it appears in the cover page, addressed to the CR and delivered to any of the two locations noted on **page 1** above by no later than stated time and date. An original (and one copy) signed packet containing all required bid documents. Bids submitted electronically or by facsimile will not be accepted. It is the bidder's responsibility to ensure that any bid that is submitted is received in the proper format, time, and place, and the bidder is responsible for allowing adequate time for delivery of the bid by hand delivery, express delivery, US postal service, or by other means. The deadline for delivering bids is listed in this bid solicitation and the bidder is solely responsible for ensuring that the bid is received by City prior to the scheduled bid opening. City will not be responsible for any delays or transmission errors. Bids delivered before the bid opening but to the wrong address will be considered non-responsive unless redelivery is made to the correct address before the scheduled bid opening date and time. Bidders that intend to be present for the bid opening are encouraged to bring a duplicate sealed copy of their bid in the event a problem occurred with the delivery service they utilized. Bids received after the date and time listed above will not be opened.

Bids must be submitted only upon the forms provided in Section IV, Bid Contract Document, collectively, the bid contract documents. All items in the bid contract documents must be properly filled out in non-erasable permanent ink, signed, dated and sealed. The bid contract documents may be rejected if they show any omissions, alterations of form, the addition of information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all the following components of the bid contract documents:

* A filled out, signed and dated Bid Form;
* A fully executed Non-collusion Affidavit; and
* Acknowledgement of receiving all addenda (see next section), with any deviations duly noted.
	1. MODIFICATIONS REGARDING ADDENDA: Any explanation desired by the bidders regarding the meaning or interpretation of this particular bid solicitation including the bid contract documents must be requested in writing, either by facsimile, regular mail, or e-mail at least five (5) business days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the CR. All changes to this particular bid solicitation document including the bid contract documents initiated by the City will be through written addenda and furnished to all bidders via email and posted on the ebid board portal of the City's website (www.cityofmerced.org). An addendum will be issued no later than 72 hours before bid opening. Any written addenda issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged by each bidder by submitting a signed and dated copy of it with their bid. Failure to acknowledge any and all the addendum(s) may be cause for rejection of the bid.
	2. BID MODIFICATION: A bidder may modify their bid in writing provided such communication is received by City prior to the date and time of the bid opening. Modifications of any bid prices must be submitted to City in a clearly marked and sealed envelope prior to the time of the bid opening. Proposed modifications of bid terms and conditions other than the bid prices may be sent to City via facsimile, e-mail, regular mail, or courier prior to the time of the bid opening. Except for hand deliveries, it shall be the responsibility of the respective bidder to determine if their written modification was received in time by City. Any written communication not sent in a sealed envelope shall not reveal the bid price and shall state the addition or subtraction or other modification so that the final prices or terms will not be known by City until the sealed bids are opened. City reserves the right to accept or reject any proposed modifications of the bid terms and conditions.
	3. BID WITHDRAWAL: Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time) only by a written request that is filed with the City requesting withdrawal of their bid. The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.
	4. DEVIATIONS: Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder must be noted in detail and a copy of the proposed specification must be attached to the Bid Form at the time of submission. The absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's name should be clearly shown on each document. The City reserves the right to accept or reject any proposed deviations from the described specifications.
	5. NON-RESPONSIVE BIDS: Failure to adhere to all the above requirements may cause bids to be deemed non-responsive.
1. Post Award Submittals (awarded contractors only)
	1. Provide any additional items required by CR or elsewhere in the Specifications.
* City of Merced Business License
* Evidence of liability insurance with proper coverage amounts and endorsements as stated in the Sample Agreement terms and conditions.
* Signed and dated fully executed agreement

**CONTINUED ON NEXT PAGE**

# Exhibit A: Specifications

1. General Specifications
	1. All items must meet or better all applicable federal, state, and local laws and all applicable requirements.
	2. If the manufacturer or bidder has any exceptions (variations, deviations, deletions, additions, and the like) from these Specifications, they must state exactly what those exceptions are and any impact on form, fit, or function in its bid. City reserves the exclusive right to either accept or reject those exceptions and City’s decision is final. In submitting its bid, Bidder understands and acknowledges these requirements and conditions.
2. Detailed Specifications
	1. QUOTE; Quote hereon your lowest prices for SODIUM FLUORIDE.
	2. TYPE: Granular state.
	3. PERCENTAGE: 98% minimum purity.
	4. APPLICATION: To be used in 4% solution in potable water.
	5. STANDARDS: Product shall conform in all aspects to the following standards:
* AWWA Standard for Sodium Fluoride (AWWA-B701-11 or current revision) and comply with the latest U.S. code standards, except as modified or supplemented herein.
* NSF/ANSI/CAN 60: Water Treatment Chemicals.
* Meet or exceed UL specification UN 1690,6.1,PG III
	1. CERTIFICATIONS: Bidders must submit with their bid contract documents the following:
		+ - In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute {NSF/ANSI) 60·2005 (Drinking Water Treatment Chemicals-Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system Includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. Bidders must include a statement by the chemical manufacturer include, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance and a letter attesting to the affidavit's validity, a current printout from the ANSI accredited product certification organization is acceptable.
			- A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO-9000 certified or similar.
			- Name and address of the chemical manufacturer.
			- Product Bulletin and Typical Properties.
			- Safety Data Sheet (SDS).
	2. CONSUMPTION: Approximate consumption is 5,300 lbs per month or 64,000 lbs per year. Indicated quantities are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating the City to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. The City reserves the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased.
	3. COSTS: All bids submitted must include a base unit price, FOB destination Merced at the specified delivery location in Section III, C below. Bidders shall provide bid prices on the Bid Form. Such prices shall already include all costs associated with providing and delivering the chemical to the agency's facility, including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. Bids qualified by additional or conditional charges such CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed.
	4. PRICING SHEET: Bid Form will be incorporated as part of any resulting contract as pricing reference.
	5. SIGNATURE: All Bids must be signed and dated.

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**CITY OF MERCED**

PURCHASING DEPARTMENT

**BID FORM**

(209) 385-6833

purchasing@cityofmerced.org

**PARCEL & HAND DELIVERED BIDS GO TO:** 2525 “O” ST MERCED CA 95340

**MAIL SEALED BIDS TO:** 678 W 18th St Merced CA 95340

|  |
| --- |
| QUOTE HEREON YOUR LOWEST PRICES F.O.B. MERCED FOR THE FOLLOWING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES. NO ALLOWANCE FOR FREIGHT, CARTAGE, PACKING, OR POSTAGE UNLESS SPECIFIED ON THIS BID. WHERE BRAND OR MAKE IS SPECIFIED, SIMILAR OR EQUAL WILL BE CONSIDERED. |

|  |  |  |
| --- | --- | --- |
| **SEALED BIDS MUST BE IN THIS OFFICE BY:** |  | **DEPARTMENT:** Water |
| **Tuesday,** July 30, 2024 **2:00 P.M.** |  | **REQUISITION:** 07302024, Sodium Fluoride Supply |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Quantity** | **UOM** | **Description** | **Grade** | **CAS#** | **Unit Price/Years 1&2** | **Extended Price** |
| 64,000 | lbs | Sodium Fluoride  | Granular  | 7681-49-4 | **$** | **$** |
|  |  |  | **Unit Price/Year 3** | **Extended Price** |
|  |  |  | **$** |  **$** |
|  |  |  | **Unit Price/Year 4** | **Extended Price** |
|  |  |  | **$** | **$** |

|  |  |
| --- | --- |
| **We** have stated hereon the prices at which we will furnish and deliver the  | COMPANY: |
| equipment, materials, supplies or services as specified above. | BY: |
| **Delivery** will be made in \_\_\_\_\_\_\_\_days after receipt of order (A.R.O.), | TITLE: |
| except as otherwise indicated. | SIGNATURE: |
|  | DATE: |
| **Note:** The City reserves the right to reject any and or all bids, split the | PHONE: |
| bid award, or to accept the bid that best serves the public purpose, | EMAIL: |
| even though it may not be the lowest. | PAYMENT TERMS: (Net 10, 30, 45) |

# CITY OFFICERS AND EMPLOYEES INELIGIBLE TO BID

Bidders are advised that under Government Code Section 1126 officers and employees of the City of Merced are **not eligible** to bid on City contracts (to provide equipment, materials, supplies or services to the City) or to enter into a lease or other agreements with the City. Any bid submitted by a City officer or employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City’s Personnel Rules, Article XIX Section 19.02.

## NOTICEALL BIDS MUST BE SIGNED

1. Special Instructions for Deliveries
	1. Packaging
		1. Pack all items to ensure that each item can be handled and transported safely from the shipping point, during transit, arrival at the destination point, offloading, and storage. Packing materials and packaging must be appropriate to the items.
	2. Delivery Schedule
		1. Make deliveries five business days after receipt of order (A.R.O.).
		2. Deliveries will be spaced out approximately every two months because of weather temperature and lack of storage capacity considerations. First order will be placed within a few weeks after contract execution.
	3. Delivery Location
		1. Well Site 1 Warehouse: 477 St Lawrence Dr, Merced CA 95340
		2. Notification: Call 209 564 2546 at least 24 hours prior to deliveries.
		3. Delivery hours: Mon–Fri; 7:30am to 2:30pm, closed 11:30am to 12:30pm.
	4. Rejections and Pickups
		1. City reserves the right to reject items that fail to comply with Specifications, are damaged, or are in excess of ordered quantities.
		2. Pick up items to be returned to vendor within five business days of notification and process credit for returned items within ten business days of receipt.
	5. Material Handling
		1. SAFETY REQUIREMENTS: The bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all state and federal Occupational Safety and Health Act (OSHA) safety standards while they are on the premises of City. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. City reserves the right to individually refuse any shipment, at its sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the successful bidder's sole expense. If requested by City, the successful bidder and/or the firm providing transportation of the chemical shall submit to a safety briefing at the City’s site before commencing deliveries. The successful bidder and/or the firm providing transportation of the chemical are required to comply with the site-specific safety requirements. In addition, if requested by City, the successful bidder and/or the firm providing transportation of the chemical may be asked to review site safety materials and provide a signed acknowledgement of their receipt of the site safety materials.
		2. SPILLAGE: The successful bidder must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the bidder or their agents, the bidder and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the successful bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to City. The property of City where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, City will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the bidder or deducted from amounts owed. Chemicals must stay in the possession of the bidder and must not be unloaded until accepted by City. All chemicals must be delivered in accordance with federal and state Department of Transportation (DOT) regulations.
	6. Chemical Orders
		1. A contract number as part of the resulting agreement will be issued to the successful bidder by City.
		2. All chemical sales must be invoiced to City.
		3. The contracted unit cost of the chemical is the awarded bid price.
		4. Successful bidder may seek a price increase for any nontrivial change requested by City in the terms and conditions of purchase and/or purchase agreement.
		5. Successful bidder may not change the price throughout the term of the contract unless by mutual written agreement between City and successful bidder.

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# Exhibit B: Quantity, Pricing & Bid Documents

1. Quantities
	1. Quantities are firm fixed amounts and are not subject to the manufacturer’s standard packaged quantities.
	2. City reserves the right to order additional quantities than stated as approximate amounts after initial award based on Vendor’s willingness to hold their bid price and mutually agreed-upon quantities and delivery dates.
2. Pricing
	1. **Unit Price:** include everything but sales tax.
	2. **Delivery Costs:** include delivery costs in unit price.
	3. **Sales Tax:** City will add the appropriate sales tax to each order.
	4. **Additional Charges:** none; do not charge restocking or returned items; minimum orders; deliveries; disposals; deposits; environmental fees; fuel surcharges; etc.
	5. **Fixed Prices:** applies to all items for orders placed within the term of the contract for each specified year after bid closing through final delivery.
3. Bid Results Price Sheet
	1. Awarded bidder’s Bid Form, as accepted by City, will be incorporated as part of the purchase contract.
4. Bid Contract Documents
	1. Bid Form
	2. Non-collusion Affidavit
	3. Sample (General) Services Agreement

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**Non-Collusion Affidavit**

Note: To be executed by Offeror and submitted with Offer.

|  |  |
| --- | --- |
| 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 offer |
| (name of offering company) |  |

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct, and that this declaration is executed as set forth.

|  |  |
| --- | --- |
| Signed: |  |
|  | (signature) |
| Printed Name: |  |
|  | (name of the person signing this form) |
| Title: |  |
|  | (title of the person signing this form) |
| Date: |  |
|  | (date signed) |

Notary is not required for this offer.

# Sample (General) Services Agreement

