

CITY OF SAN LEANDRO

REQUEST FOR BID

SUBMIT BID TO: City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	FOR FURTHER INFORMATION CALL: Don Brockman Purchasing Agent (510) 577-3472 fax (510) 577-3312 dbrockman@ci.san-leandro.ca.us
--	---

BID NO: 09-10.010	DATE MAILED: September 2, 2009	THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE: 3:00 P.M. , Wednesday, September 23, 2009
-----------------------------	--	--

QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
150,000 gallons	<p>SODIUM HYPOCHLORITE 12.5% Bid No. 09-10.010</p> <p>Notice to Bidders</p> <p>Provide Sodium Hypochlorite as required by the City of San Leandro Water Pollution Control plant for the 2009-2010 fiscal year in accordance with the specifications on page 3.</p> <p>City of San Leandro seeks a price firm for the term. City may renew agreement for an additional three (3) one-year terms if mutually agreed upon by the contractor and the City. In the case of contract renewal the base price per gallon will be adjusted by the SF Bay Area CPI from April 2009 through April 2010.</p> <p>Quantity of 150,000 gallons is an estimate based on past usage. The City of San Leandro does not guarantee the amount. The actual amount for the year may be more or less. Price shall remain firm <i>regardless of actual annual gallons.</i></p> <p>All bidders must submit with their proposal sufficient literature to show compliance with specifications. Any deviations from specifications must be clearly indicated in writing at the time the proposal is submitted. The City reserves the right to waive minor variations in specifications bid.</p> <p>Do not include sales tax in your bid. Sales tax will be added to the purchase order and remitted with invoice payments. Current Alameda County sales tax rate is 9.75%</p> <p>Invoices shall reference the official City purchase order and be submitted to Accounts Payable Department, City of San Leandro, 835 E. 14th Street, San Leandro, California 94577.</p> <p>Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to 3:00 p.m., Wednesday, September 23, 2009 at which time they will be publicly opened and read.</p>	<p>\$ _____ base price per gallon</p> <p>+</p> <p>\$ _____ pesticide assessment per gallon</p> <p>x 150,000</p>	<p>\$ _____ Total</p>

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The successful bidder shall comply with all local, state and national laws, rules and regulations regarding the licensing of its drivers and delivery personnel and the maintenance and safety of its vehicles.

The successful bidder shall submit a certificate of insurance showing compliance with the enclosed insurance requirements. This insurance shall be maintained at all times during the course of any resulting agreement. In addition, the successful bidder shall have all other applicable licenses and permits.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

Payment shall be within 30 days following acceptance of bid items.

- Delivery shall be F.O.B. destination
- There shall be no charge(s) for delivery of bid items.

To bid, complete and return a copy of the Request and the other required forms in a sealed envelope. The envelope shall be marked with the project name and bid number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

Delivery shall be to:
Water Pollution Control Plant
3000 Davis Street
San Leandro, CA 94577.

Firm _____
Address _____

By (Signature) _____
Title: _____

Date: _____
Phone: _____
FAX: _____
Print Name: _____



Don Brockman
Purchasing Agent

City of San Leandro
Bid 09-10.010
150,000 gallons (approx.) for 09-10 Fiscal Year
Sodium Hypochlorite 12.5%

Product and Delivery Specifications

- Estimate 150,000 gallons usage for the fiscal year
- Sodium Hypochlorite @ 12.5%
- Delivery within 2 days after receipt of order
- Orders placed via fax (order procedures to be determined with contractor)
- Delivery via tanker. City will attempt to order 4500-4700 gallons per load, but will not guarantee each order will be for the maximum amount. There is also a satellite station 2.5 miles away from the Primary Delivery Address that requires small loads of sodium hypochlorite (500-1200 gallons), approximately one load every two weeks from April through October. Access to this location is easy, and a Plant Operator will always be in attendance. The price remains the same *regardless of gallons in order*.
- Delivery hours 7:00 am – 3:00 pm
- Primary Delivery Address:

3000 Davis Street
San Leandro, CA 94577

Paperwork with each delivery to include:

1. Bill of Lading
2. Certificate of Analysis
3. Weigh scale certificate

INSURANCE REQUIREMENTS

Section 1

Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

- 1.1 **Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
- 1.2 **Commercial General and Automobile Liability Insurance.**
 - 1.2.1 **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$3,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
 - 1.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
 - 1.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor
- c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

1.3 **Professional Liability Insurance.**

1.3.1 **General requirements.** Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

1.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

1.4 **All Policies Requirements.**

- 1.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 1.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 1.4.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 1.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 1.4.5 **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

- 1.4.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 1.5 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
 - Terminate this Agreement.