



## Agenda Report

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**File #:** 19-0726

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### **AGENDA REPORT REQUEST FOR CITY COUNCIL AND CORONA UTILITY AUTHORITY ACTION**

**DATE:** 08/21/2019

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Department of Water and Power

**SUBJECT:**

City Council and Corona Utility Authority consideration of award of Notice Inviting Bids (NIB) 19-037CA Bulk KD Industrial Salt.

**RECOMMENDED ACTION:**

That the:

1. City Council award NIB 19-037CA to Step Saver CA, LLC. in the amount of \$699,400 for Bulk KD Industrial Salt.
2. City Council authorize the Purchasing Agent to issue purchase orders and change orders per Corona Municipal Code Section 3.08.080(I).
3. City Council authorize the General Manager and City Attorney to negotiate and execute two additional two-year purchase extensions for subsequent years and to approve non-substantive change orders and amendments up to the amount provided by Corona Municipal Code Section 3.08.080(I) through June 30, 2025.
4. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

**ANALYSIS:**

The Department of Water and Power (DWP) operates four water treatment facilities in Corona treating potable drinking water for human consumption. In 2018, the City completed construction of the Ion Exchange Treatment Plant located at City Park. The Ion Exchange Treatment Plant treats influent well water for nitrates and perchlorates on the east end of Corona. There are four nitrate vessels and three perchlorate vessels at the plant. As part of the treatment process, each nitrate

vessel is required to be regenerated and backwashed regularly for optimal performance. During regeneration, the nitrate vessels are flushed with brine water to replace the nitrate ion with a salt ion; the nitrate ions and brine water are then flushed as wastewater. Use of industrial grade salt is required to properly treat the water for the plant. Tonka Water is the manufacturer of the nitrate vessels; Tonka recommends Bulk KD Industrial Salt for use with the vessels for the best performance.

On June 28, 2019, the City's Purchasing division issued NIB 19-037CA Bulk KD Industrial Salt. The bid was formally advertised in the Sentinel Weekly on July 3, 2019 and posted on PlanetBids on July 1, 2019. The bid was also sent directly to several chemical vendors known to provide chemicals for the City of Corona. Eight potential bidders downloaded the bid documents from the PlanetBids website. Two additional vendors attempted to bid. The first potential bidder did not acknowledge the addendum timely and the bid was invalidated during their submission phase. The second potential bidder attempted to submit their bid after the bid deadline. The City received one valid bid from Step Saver CA, LLC (Step Saver CA) of Long Beach:

Vendor	City	Bid Amount
Step Saver CA	Long Beach	\$134.50/ton (\$699,400)

DWP staff estimates the need for 5,200 tons of salt (25 tons per delivery, 208 deliveries per year) for a total of \$699,400 per year with Step Saver CA at the current price.

The bid documents attached indicate an initial contract term through June 30, 2021, plus two additional two-year optional renewal periods. The current price of \$134.50 per ton is good for the first two-year period and can be negotiated up to the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U), not seasonally adjusted for the most recent twelve (12) months for which statistics are available" on each subsequent renewal.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

Funding for the recommended action is included in the DWP operating budget for the Water Utility Fund (Fund 570).

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

**PREPARED BY:** KATIE HOCKETT, ASSISTANT GENERAL MANAGER

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

**REVIEWED BY:** CITA LONGSWORTH, PURCHASING MANAGER

**REVIEWED BY:** KIM SITTON, FINANCE MANAGER

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**REVIEWED BY:** MICHELE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** MITCHELL LANSDELL, ACTING CITY MANAGER & EXECUTIVE DIRECTOR

**Attachments:**

1. Notice Inviting Bids (NIB) No. 19-037CA Bulk KD Industrial Salt
2. Notice Inviting Bids (NIB) No. 19-037CA Addendum No. 1 Bulk KD Industrial Salt



June 28, 2019

**SUBJECT: NOTICE INVITING BIDS (NIB) NO. 19-037CA**

The City of Corona Department of Water and Power (City) invites qualified bids for:

**Bulk KD Industrial Salt**

Parties interested in obtaining a copy of this NIB No. 19-037CA may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this NIB No. 19-037CA and supporting documents at no cost and receive addenda and other notifications when issued.

**Bids Due/Bid Closing: Bids shall be submitted electronically before 2:00 p.m., July 22, 2019** through the PlanetBids Vendor Portal. Bidders are solely responsible for the “on time” submission of their electronic bid. Bids submitted after this date and time will not be accepted by the electronic bidding system. It is bidder’s responsibility to allow sufficient time to complete and upload its bid, including all documentation required by this NIB, prior to the stated deadline. Electronic submission cannot be completed unless bidder properly uploads all required documents.

The City will only consider electronic bids that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the bid was successfully transmitted. **Transmission of bids by any other means will not be accepted.** Bidders are solely responsible for informing themselves with respect to proper usage of the PlanetBids online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet service. Failure of bidder to successfully transmit an electronic bid shall be at bidder’s sole risk and no relief will be given for late or improperly submitted bids.

Bidders experiencing technical difficulties with the bid transmission process should contact PlanetBids Support at (818) 992-1771. Bidders that continue to experience difficulty with the PlanetBids system should contact the City of Corona Purchasing Division at (951) 736-2274. Neither the City nor PlanetBids make any guarantees or assurances as to the timely availability of assistance or resolution of any given issue prior to the bid submission date and time.

Issuance of this NIB and/or receipt of bids does not commit City to award a contract.

Signed,

*Carol Appelt*

Purchasing Specialist V  
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June 28, 2019

**SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 19-037CA**

**SECTION I**

**INVITATION**

The City of Corona Department of Water and Power (“City”) invites bids from qualified vendors for:

**BULK KD INDUSTRIAL SALT**

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms and must be signed by an authorized agent of the offering company, in order to be considered responsive.

**SUCCESSFUL BIDDER IS REQUIRED TO PROVIDE CITY WITH  
INSURANCE CERTIFICATES AND ENDORSEMENTS.  
REFER TO SECTION II(R) INSURANCE AND THE INSURANCE  
REQUIREMENTS ACKNOWLEDGMENT FORM IN SECTION IV**

**Tentative NIB Schedule  
(Subject to change at City’s discretion)**

1.	Issue NIB	June 28, 2019
2.	Advertise in Press Enterprise	July 3, 2019
3.	Written Questions from Bidders Due	July 9, 2019; 5:00 p.m.
4.	Responses from City Due	July 15, 2019
5.	Bids Due	July 22, 2019; 2:00 p.m.
6.	Bid Evaluation Completed	July 23, 2019
7.	Council Award of Bid	August 21, 2019

**Table of Contents**

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Instructions to Bidders
Section III	Technical Specifications
Section IV	Bid Content and Forms
Section V	Price Form

## **SECTION II.**

### **INSTRUCTIONS TO BIDDERS**

#### **A. Pre-Bid Meeting**

N/A

#### **B. Examination of Bid Documents**

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required pursuant to this NIB and they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.
3. Prior to submitting a bid, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

#### **C. Addenda**

1. Substantive City changes to the requirements contained herein will be made by written addendum. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. Copies of all Addenda will be posted to the Addenda & Email tab within the City's PlanetBids electronic bidding system no later than 72 hours prior to the Bid Due Date and Time. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.
2. All properly registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this NIB and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It shall be bidder's responsibility to access and download any and all addenda issued for this NIB from the electronic bidding system's Addenda & Email tab. It is also each bidder's sole responsibility to ensure they have received all addenda prior to submitting

a bid. To this end, each bidder should contact the City's Purchasing Division prior to the bid due date to verify receipt of all Addenda issued. Bidders shall acknowledge receipt of all Addenda when submitting their electronic bids

**D. Clarifications**

**1. Examination of Documents**

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter.

**2. Submitting Requests**

Bidders shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab. Bidder questions must be submitted no later than 5:00 p.m., July 9, 2019. Please note the City's electronic bidding system will not accept inquiries to be submitted after this date and time.

**3. City Responses**

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of Addendum. If an Addendum is issued less than 72 hours before the bid due date and time, the bid due date will be extended.

**E. Submission of Bids**

**1. Date and Time**

All bids are to be submitted no later than **2:00 p.m., July 9, 2019**.

2. **Electronic Submission**

Bids shall be submitted electronically using the City's PlanetBids Vendor Portal. Please note the City's electronic bidding system will not allow bids to be submitted after the due date and time. It is bidder's responsibility to allow sufficient time to complete and submit their bid including all documentation required by this NIB, prior to the stated deadline. **Electronic submission cannot be completed unless bidder properly uploads all required documents. Only electronic bids will be accepted; hard copy bids will be rejected as nonresponsive and returned unopened without exception.**

3. **Bid Submittal Check List**

Bidder must upload the following documents and forms to the electronic bidding system:

- a. Bid/Price Form
- b. Non-Collusion Declaration
- c. Acknowledgment of City's Purchase Order Terms and Conditions
- d. Acknowledgment of Insurance Requirements Check List
- e. Sample Insurance Certificate
- f. Vendor's Statement of Past Contract Disqualifications
- g. Industrial Safety Record
- h. Acknowledgment of Vendor Performance Evaluation Form
- i. Information Required of Bidders Form
- j. Customer Experience/Reference Form
- k. Local Bidder Preference Program State (if applicable)

4. **Acceptance of Bid**

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids received.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and makes no representations that any contract will be awarded to any Bidder responding to this NIB.
- b. The City reserves the right to postpone bid opening for its own convenience.



**F. Bid Withdrawal.**

Electronic bids may be withdrawn prior to the date and time set forth in Section E.1 above. After that time, bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the apparent low bidder withdraw its bid.

**G. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. Preparing its bid in response to this NIB;
2. Submitting that bid to City;
3. Negotiating with City any matter related to this bid; or
4. Any other expenses incurred by Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

**H. Contract Award**

Issuance of this NIB and receipt of bids does not commit the City to award a Purchase Order and/or Agreement. The City reserves the right to award to other than the selected Bidder(s) should the selected Bidder(s) fail to accept award. The City shall endeavor to award to the lowest responsive, responsible bidder.

**I. Acceptance of Order**

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. City reserves the right to reject excepted or conditional bids at its sole discretion.

**J. Vendor Performance**

It is the intent of the City to create a long-term working partnership with the supplier. The City's representative will complete a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form is included in Section IV and will be the basis for periodic assessments by the City to establish contract performance metrics.

**K. Force Majeure**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**L. Laws Governing Contract**

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**M. Primary Bidders**

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. **A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.**

**N. Special Provisions for Materials and Equipment**

1. **SAFETY REQUIREMENTS.** Bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Department of Industrial Relations and must adhere to all state, federal and Occupational Safety and Health Act (OSHA) safety standards while on City premises. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders.

The City reserves the right to refuse any shipment, at its sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal by City shall result in the return of the product at Bidder's sole expense.

If requested by the City, the successful Bidder or their agent providing transportation and delivery of the product being supplied, shall provide safety training on the safe handling and use of emergency procedures in the event of a leak or spill. The safety training may be performed at least once per year at City's facilities and prior to commencing deliveries. This

training shall be offered at no additional cost to the City. The successful Bidder or their agent may be asked to review City work site safety materials and agree to provide, if requested by City, a signed acknowledgement of their receipt of the site safety materials.

2. **SAFETY GEAR AND PROTECTION AT THE WORK SITE.** The successful Bidder or their agent shall furnish, and all driver/delivery personnel shall have on hand and wear at all times, appropriate personal protective clothing and equipment (PPE) required to off-load the product based upon the degree of hazard at time of delivery. At minimum, City work site safety PPE requirements include, but are not limited to, hard hat, safety shoes, orange or yellow reflective safety vest, eye protection, long trousers, and wheel chocks. Driver must be aware of surrounding chemical storage areas and any possible reactivity in the event of a spill or leak while off-loading. The use of wheel chocks by the successful Bidder or their agent providing transportation and delivery of the product shall be mandatory during the entire dispensing process.
3. **SPILLAGE REQUIREMENTS.** The successful Bidder or their agent shall be properly trained and thoroughly familiar with the related hazards, safety measures, and spill clean-up procedures required for the product during delivery. Should a spill or leak, regardless of size, result due to negligence, faulty equipment, or inferior packaging on the part of the Bidder or their agents, Bidder and their agents shall be responsible for immediate clean-up of the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up.

It shall be the Bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the City's requirements and any and all applicable laws and regulations, including but not limited to State, Federal and OSHA regulations. All material associated with such clean-up operations must be hauled away by Bidder and lawfully disposed of at no charge to the City. The City's property must not be used for such disposal. If the spill is not cleaned up, the City will hire a certified hazardous materials 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. The product must stay in the possession of the successful Bidder and must not be unloaded until accepted by the City. Successful Bidder or their agent shall monitor the entire dispensing process.

4. **MATERIAL SAFETY DATA SHEET (MSDS).** Bidders shall submit a current MSDS for the chemical(s) offered with their bid. Bidder's failure to provide a current MSDS with their bid may result in rejection of the bid as non-responsive. The successful Bidder shall also provide a current MSDS for each product load at time of delivery to each delivery point location.

5. **ESTIMATED QUANTITY.** The quantities listed in the Technical Specifications/Special Provisions are estimates of anticipated usage for a 12-month period and are provided for informational purposes only. Nothing in these estimated quantities must be construed as obligating the City to purchase specific quantities, as the quantities may vary depending upon actual operating conditions and demand during the contract term. Orders for delivery will be placed on an “as needed” basis.
6. **AUTHORIZED DISTRIBUTOR.** Successful Bidder must be an authorized distributor for the product offered or submit with its bid, documentation from an authorized distributor that the specified product/equipment has been purchased from that distributor and that the distributor will honor all of the manufacturer’s warranties.
7. **BRAND NAMES.** Manufacturers’ names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate brands that meet or exceed the quality of the specifications listed for any item.
8. **BRAND SUBSTITUTIONS.** Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City will be the sole judge of whether such alternates are equivalent to the items specified. The City reserves the right to waive immaterial variations in the specifications.
9. **COMPLIANCE WITH OSHA.** Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
10. **F.O.B. POINT & SHIPPING CHARGES.** All prices shall be quoted F.O.B. destination, Corona, California.
11. **MANUFACTURER & TRADE NAME/NUMBER.** On the bid form, Bidder must state the manufacturer’s name(s) and product trade name/number of each item proposed.
12. **NEW AND UNUSED.** Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current

production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

13. **CITY OF CORONA BUSINESS LICENSE.** The successful bidder(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Contract. **The Business License is not a prerequisite for bid submission.** Inquiries regarding Business License requirements may be answered by calling (951) 736-2275 or by visiting the City's website: <https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

**O. Filing of Bid Protests**

Bidders may file a "protest" of a Bid with the City's Purchasing Manager. In order for a Bidder's protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid opening date;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City's Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

**P. Local Bidder Preference Program**

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a "local business" with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program

shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City's first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City's purchasing policy.

**Q. Public Records**

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform bidder of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a

Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from a NIB, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

## **R. Insurance**

1. **Within ten (10) consecutive *calendar days* of award of contract, successful Bidder(s) must furnish the City with Certificates of Insurance proving coverage as specified herein.** Failure to provide and maintain all required insurance shall be grounds for the City to terminate the contract.
2. **Minimum Requirements.** Contractor shall, at its expense, 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 by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:
  - (A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) ***General Liability:*** Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) ***Automobile Liability:*** Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) ***Workers' Compensation and Employer's Liability:*** Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - (B) **Minimum Limits of Insurance.** Contractor shall maintain limits no less than: (1) ***General Liability:*** **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to,

form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) ***Automobile Liability: \$1,000,000*** per accident for bodily injury and property damage; and (3) ***Workers' Compensation and Employer's Liability: Workers' Compensation*** limits as required by the Labor Code of the State of California. ***Employer's Liability*** limits of ***\$1,000,000*** per accident for bodily injury or disease.

3. Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:
  - (A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured 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 therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
  - (B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.
  - (C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
4. Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall



apply and that failure to comply shall be considered to be a breach of this Contract by Contractor:

- (A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
  - (B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.
5. Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.
6. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.
7. Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current

A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

8. Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Contract.
10. Sub-Contractors. All subcontractors shall comply with each and every insurance provision contained herein. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Contract.
11. Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify these insurance requirements, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

**S. Indemnification**

Supplier shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions or willful misconduct of supplier, its officials, officers, employees, agents, consultants and contractors; (ii) the performance of the work or this contract; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided. Supplier shall defend, at supplier's own cost, expense and risk, any and all Claims of any kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs

incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions, or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability.

**T. Term of Contract**

The Initial Purchase Order Period shall be effective on or about August 1, 2019 through June 30, 2021 plus two additional, two (2) year optional renewal periods, on an as-needed basis, with no guaranteed usage for Bulk KD Industrial Salt. Bid Prices shall remain effective and in force for the entire two (2) year Initial Purchase Order period.

City reserves the right to exercise option year renewals at its sole discretion. Should the City elect to exercise the option to extend the contract for one or two additional two (2) year periods, the Parties shall negotiate pricing for such period prior to commencement of each additional two (2) year period. Price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U)", not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

**U. Termination**

If, for any reason, the successful bidder fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the successful bidder violates any of the provisions of this contract, then the City may terminate the contract by giving written notice to the successful bidder of such termination and specify the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished work prepared by the successful bidder under this contract may, at the option of the City, become the City's property and supplier may be entitled to receive just and equitable compensation for any satisfactory work.

Reasons for cancellation may include any one or more of the following:

1. The product being supplied no longer performs as required.

2. The supplier fails to provide the required MSDS sheets and certificate of analysis with each delivery.
3. The supplier fails to deliver as required.

Termination of the contract pursuant to this paragraph may not relieve the supplier of any liability to City for damages sustained by City because of any breach of contract by supplier, and City may withhold any payments to supplier for the purpose of setoff until such time as the exact amount of damages due City from supplier is determined. In the event the City cancels the contract, the supplier shall not be entitled to damages. Supplier may not terminate this contract except for cause.

**V. Assignment:**

Bidder shall under no circumstances assign the contract without the prior written consent of the City.

**W. Safety Requirements/Violations:**

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Bidders must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation falling within the timeframes noted above may render a bid as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the bidder as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

**X. References:**

Bidders must list a minimum of three (3) municipal or public utility references that have purchased similar products and services from Bidder within the last five (5) years on the form provided herein. Wherever possible, Bidders should provide references for customers from the same region as City.

**Y. Order Contact:**

Bidders shall indicate on the Information Required of Bidder's form the name, telephone number, and email address of their contact for placing of orders.

**Z. Subcontracting:**

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of the City.

### **SECTION III.**

#### **TECHNICAL SPECIFICATIONS/GENERAL PROVISIONS**

##### **General:**

The City is seeking sealed bids for the purchase and delivery of Bulk KD Industrial Salt to the Department of Water and Power's Ion Exchange Treatment Plant located at 410 Rimpau Ave., Corona, CA 92882.

Resin is utilized to reduce perchlorates and nitrates from the 2.3 million gallons of well water that passes through the treatment plant daily. The purpose of the salt is to create a brine solution (sodium chloride) that is used to regenerate the nitrate selective resin by removing nitrate ions from resin and replacing them with chloride ions during the regeneration cycles. Without the ability to regenerate, the nitrate-selective resin will run past the point of exhaustion and the nitrate concentration of the treated water will gradually rise to its inlet concentration.

Housed within the facility is one 8,700 gallon brine tank to hold salt and water used to create the brine solution. There are four nitrate vessels; each vessel having a run time of 18 hours before requiring a backwash/regeneration. Currently 14.28 tons of salt is consumed daily due to the frequency of backwashing each vessel.

##### **Quantity:**

Estimated Quantity: 5,200 tons annually.

The City estimates four deliveries are required per week, each delivery consisting of 25 tons of salt. City to notify vendor when salt delivery is required.

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an "as needed" basis, and the successful bidder(s) shall deliver the required amounts, whether greater or smaller than the Estimated Quantity.

##### **Product Specifications:**

Fractional crystalized solar salt, free of impurities, kiln dried and screened.

### **Manufacturer's Information:**

Bidders shall submit the following manufacturer's information with their bid. Bidder's failure to provide appropriate manufacturer's documentation with their bid may result in rejection of the bid as non-responsive.

- 1) A representative Certificate of Analysis of the product to be supplied
- 2) Name and address of the product manufacturer
- 3) Product Bulletin and Typical Properties
- 4) Current Material Safety Data Sheet

### **Certificate of Analysis:**

The successful Bidder shall provide Certificates of Analysis to City staff at time of delivery for the specific batch or lot of product delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of product delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

**Conformance To Specifications After Award:** All product furnished must be satisfactory to the City and shall conform to all specifications contained herein.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the product before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory product will be rejected, and it shall be the supplier's responsibility to remove and replace any rejected product within 48 hours of receipt of notice. If the supplier refuses or neglects to replace the rejected product, the City will remove the product and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered product rejected by the City.

### **Delivery:**

FOB Destination, Corona, CA. City to notify vendor when salt delivery is required.

The salt will be offloaded from the delivery truck while parked in the “Offloading Area” depicted in Figure 1 below. The offloading hose will pass under ramps set out by City of Corona staff, through a panel in the gate, to a camlock fitting on the outside of the building connecting to the 8,700 gallon brine tank. The ramps will be used to allow pedestrians and ADA access to the sidewalk during the delivery period.



Figure 1

All deliveries shall conform to the following:

- 1) Deliveries shall be made Monday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the supplier or their agent shall provide the City with a minimum one (1) hour notice by calling City’s Representative at (951)317-4611 or (951) 264-7527; no exceptions.
- 2) No delivery can be made without a City representative on site.
- 3) Dated delivery bills of lading (“Shipping Tickets”), identifying the product and quantity, must be signed by the driver. The Shipping Tickets must also be signed by the on-site City personnel at time of delivery and a copy of the Shipping Ticket provided to him or her. No delivery can be made without a City Representative on site.



- 4) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in their per unit cost.
- 5) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of product delivered.
- 6) All shipments shall include a Certificate of Analysis for the specific batch or lot of product delivered.
- 7) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 8) All product deliveries shall be delivered in accordance with the Department of Transportation regulations.

**Delivery Location:**

City of Corona Ion Exchange Treatment Plant  
410 Rimpau Ave.  
Corona, CA 92882

**Quality Assurance:**

Delivery truck tanks or trailers shall be clean and free of residue from previous loads which might contaminate the product. It is the supplier's responsibility to verify the cleanliness of the transporting equipment prior to loading. All appurtenant valves, pumps, discharge hoses, and bulk storage totes used for delivery of the product shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the product(s) at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample and given to the City.

Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City.

**Rejection of Deliveries:**

The City reserves the right to reject any delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

**Pricing:**

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the product to the City's designated delivery point, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, fuel and all applicable taxes (including California sales tax).

Bid prices should be based on bulk load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

## **SECTION IV.**

### **BID CONTENT AND FORMS**

#### **A. BID FORMAT AND CONTENT**

Bids shall contain the following:

- a. proposed working relationship between Bidder and subcontractors, if applicable;
- b. acknowledgment of receipt of all NIB addenda, if any;
- c. name, title, address and telephone number of contact person during period of bid evaluation;
- d. a statement to the effect that the bid shall remain valid for a period of not less than 90 days from the date of submittal; and
- e. signature of a person authorized to bind Bidder to the terms of the bid.
- f. Material specifications (components with analysis) with typical properties.
- g. Material Safety Data Sheet(s)

#### **2. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this NIB on the Bid/Price Form where indicated. Bidders are cautioned that exceptions to or deviations from NIB requirements may cause their bid to be rejected as non-responsive.

#### **3. Appendices**

Information considered by Bidder to be pertinent to this NIB and which has not been specifically solicited in any of the aforementioned sections may be uploaded as an appendix. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

#### **B. LICENSING AND CERTIFICATION REQUIREMENTS**

By submitting a bid, Bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by Bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included

in Bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

**C. BID / PRICE FORMS**

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature and upload into the PlanetBids electronic bidding system. Bidders shall also enter their unit pricing on the Line Items tab in the PlanetBids electronic bidding system.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be Net thirty (30) days. Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. Destination, Corona, California.

**D. MODIFICATION OF BIDS**

Each Bidder shall submit its Bid in strict conformance with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon.

PARTY SUBMITTING BID: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_, [title] of \_\_\_\_\_  
\_\_\_\_\_[bidder], the party making the forgoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 on \_\_\_\_\_  
[date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Bid

## ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK LIST

(To be Completed and Submitted with Bid)

**Bidders are encouraged to state any exceptions to or deviations from the insurance requirements in this Notice Inviting Bids during the Questions and Answer period.** The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability.

All applicable insurance requirements to this NIB are identified with a 'YES' under the "Applicable to Vendor" column on the NIB Insurance Requirements Check List.

Bidder acknowledges that we have reviewed the City of Corona Insurance Requirements Check List for NIB 19-037CA and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

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(Firm Name)

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(Print name and title of person signing for firm)

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(Signature/Date)

City of Corona  
NIB 19-037CA Insurance Requirements Check List  
(To be Completed and Submitted with Bid)

All applicable insurance requirements are identified with a ‘YES’ under the “Applicable to Vendor” column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES

**Insurance Endorsements  
General Liability**

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured 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 therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 <b>OR</b>			YES
CG 20 37 <b>and</b> one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			

Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES
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### Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) <b>and</b> 9 (non-owned)?			YES

### Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?			YES
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

Use the space below to explain any "NO" responses.

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## INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Bidder's Bid)

Number of Serious OSHA Violations within the last two years and the number of Willful violations within the last five years (must state zero if none):

\_\_\_ Serious    \_\_\_ Willful    \_\_\_ Repeat    \_\_\_ Other    \_\_\_ Unclass    \_\_\_\_\_ Total

---

Firm Name (Print)

---

Signature

---

Name and Title (Print)

---

Date

**INFORMATION REQUIRED OF BIDDERS**  
**To Be Completed and Returned With Bid**

[\*\*\*Indicate not applicable (“N/A”) where appropriate.\*\*\*]

1. Name of Bidder: \_\_\_\_\_
2. Type, if Entity: \_\_\_\_\_
3. Bidder Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. How many years has Bidder’s organization been in business as a chemical supplier? \_\_\_\_\_
5. How many years has Bidder’s organization been in business under its present name? \_\_\_\_\_
  - 5.1 Under what other or former names has Bidder’s organization operated? \_\_\_\_\_
6. If Bidder’s organization is a corporation, answer the following:
  - 6.1 Date of Incorporation: \_\_\_\_\_
  - 6.2 State of Incorporation: \_\_\_\_\_
  - 6.3 President’s Name: \_\_\_\_\_
  - 6.4 Vice President’s Name(s): \_\_\_\_\_  
\_\_\_\_\_
  - 6.5 Secretary’s Name: \_\_\_\_\_
  - 6.6 Treasurer’s Name: \_\_\_\_\_

7. If an individual or a partnership, answer the following:
- 7.1 Date of Organization: \_\_\_\_\_
- 7.2 Name and address of all partners (state whether general or limited partnership):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
8. If other than a corporation or partnership, describe organization and name principals:
- \_\_\_\_\_
- \_\_\_\_\_
9. List other states in which Bidder's organization is legally qualified to do business.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
10. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- \_\_\_\_\_
- \_\_\_\_\_
11. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

12. Have you been or are you on any federal list of debarred or suspended bidders? If yes, state the beginning and ending dates of the period of disbarment.

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13. Contact Information for Placing Orders:

Contact Person's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**CUSTOMER EXPERIENCE/REFERENCE FORM**  
**To Be Completed and Returned With Bid**

**List at least three municipal or public utility references that have purchased Bulk KD Industrial Salt and services from Bidder within the last five (5) years.** Wherever possible, Bidders should provide references for customers from the same region as City.

**Customer #1 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #2 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #3 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**Customer #4 Name:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bidder's Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

## **VENDOR'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

Vendor is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a bid, or completing any contracts for similar services as detailed in this NIB.

1. Have you ever been disqualified from any contract? (circle one)      Yes      No

2. If yes, explain the circumstances:

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(Firm Name)

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(Print name and title of person signing for firm)

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(Signature/Date)

## **Vendor Performance Evaluation Form**

<b>Department:</b>		<b>Division:</b>		
<b>Prepared By:</b>		<b>Title:</b>		
<b>Vendor Name:</b>			<b>P.O. #:</b>	
<b>Contract Amount: \$</b>		<b>Change Order Amount: \$</b>		
<b>Project Name:</b>				
<b>Description of Project:</b>				
<b>Date Prepared:</b>				
<b>Performance Evaluation Period: (select one)</b>				
<b>Weekly</b>	<input type="radio"/>	<b>Monthly</b>	<input type="radio"/>	<b>Quarterly</b>
				<input type="radio"/>
<b>Annually</b>	<input type="radio"/>	<b>Other</b>	<input type="radio"/>	
<b>Vendor Category: (select one)</b>				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning.		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services.		
<input type="radio"/>		<input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale.		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system.		
<input type="radio"/>		<input type="radio"/>		
<b>Evaluation Score Range and Criteria Factors</b>				
<b>EXCELLENT</b>	<b>ABOVE AVERAGE</b>	<b>AVERAGE</b>	<b>BELOW AVERAGE</b>	<b>UNSATISFACTORY</b>
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> <li>1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i></li> <li>2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i></li> <li>3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i></li> <li>4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i></li> <li>5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i></li> </ol>				



6. *Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

<i>Evaluation Criteria</i>	<i>Evaluation Score</i>				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE 4.89

OVERALL EVALUATION RATING **EXCELLENT**

## **ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM**

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

---

(Firm name)

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(Print name and title of person signing for firm)

---

(Signature/date)

**LOCAL BIDDER PREFERENCE PROGRAM STATEMENT**  
**To Be Submitted With Bid**

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

\_\_\_\_\_  
Bidder’s Name

\_\_\_\_\_  
Address of Bidder within City limits (a post office box does not qualify)

\_\_\_\_\_  
Bidder’s City of Corona business license number\_\_\_\_\_

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

\_\_\_\_\_  
Signature of Bidder

**ACKNOWLEDGMENT OF THE CITY OF CORONA PURCHASE ORDER TERMS  
AND CONDITIONS**

This is to acknowledge that we have read the City of Corona Purchase Order Terms and Conditions and will sign the agreement, as presented, without exception, for the City's NIB No. 19-037CA.

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(Firm name)

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(Print name and title of person signing for firm)

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(Signature/date)

## City of Corona, CA: Purchase Order Terms and Conditions

**1. GENERAL:** If the goods and/or services ordered herein are as a result of a *Request for Quotation, Request for Proposal, Notice Inviting Bids or a City Agreement* then the Terms and Conditions set forth in this document are considered to be in addition to the requirements and specifications stated in the *RFQ, RFP, NIB or Agreement* and are, by this reference, incorporated herein. To the extent that one set of Terms and Conditions may contradict the other, the requirements of the *RFQ, RFP, or NIB* shall supercede the Terms and Conditions shown below. It is understood that all materials and/or services provided by Supplier/Consultant/Contractor (each, a "Supplier") shall conform to the applicable requirements of City Ordinances, and all applicable State and Federal Laws.

**2. DELIVERY:** Supplier shall deliver the items and/or services stated herein free from any and all claims, debts, or demands whatsoever. Deliveries shall be made as set forth in this order and any additional Specifications incorporated. Delivery is defined as complete delivery in good order, at place designated in the Specifications/Purchase Order.

**3. MISCELLANEOUS CHARGES:** No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.

**4. FREIGHT CHARGES:** All shipments are F.O.B. – Destination, Supplier pays charges, unless specified otherwise in body of this order. If an order is agreed upon as F.O.B. – Origin, freight is to be prepaid and added to the invoice. The City reserves the right to request a copy of the paid express or freight bill.

**5. INDEMNIFICATION.** Supplier shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions or willful misconduct of Supplier, its officials, officers, employees, agents, consultants and contractors; (ii) the performance of the Work or this Contract; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided pursuant to this purchase order. Supplier shall defend, at Supplier's own cost, expense and risk, any and all Claims of any kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability.

**6. PATENT RIGHTS:** Any equipment or service to be furnished hereunder shall not, either in construction, manufacture, use, sale or other particular, infringe any letters patent, copyright or registered trademark heretofore granted, and the Supplier shall defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the City based upon an infringement or alleged infringement of such letters patent, copyright or registered trademark and shall indemnify and save harmless the City from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit. In the event that a party prevails in any such action, Supplier shall obtain a license, at Supplier's sole cost, for City to continue using the infringing goods or services or provide substitute goods which are acceptable to City in its sole discretion.

**7. ARTWORK, DESIGNS ETC.:** If the goods are to be produced by vendor in accordance with designs, drawings or blueprints furnished by City, vendor shall return same to City upon completion or cancellation of this Purchase Order. Such designs and the like shall not be used by vendor in the production of materials for any third party without City's written consent. Such designs and the like involve valuable property rights of City and shall be held confidential by vendor.

**8. NONDISCRIMINATION CLAUSE:** Except as provided in Section 12940 *et seq.* of the Government Code, Supplier shall not discriminate against any person because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, marital status, mental condition, or gender, nor refuse to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge the person from employment, or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions or privileges of employment. Supplier shall insert in all subcontracts for any work covered by this purchase order this nondiscrimination provision.

**9. EXCISE TAX:** If federal excise tax is applicable to the transaction, it must be clearly stated so and excluded from the price or the article. The City of Corona, as a government agency, is exempt from the payment of said tax and will issue an exemption certificate.

**10. SALES AND USE TAXES:** Sales tax must be shown on the invoice as a separate item.

**11. DEFAULT BY SUPPLIER:** In case of default by Supplier, the City reserves the right to procure the goods or services from other sources and to hold the Supplier responsible for any excess costs occasioned to the City thereby. Supplier shall not be held accountable for additional costs incurred due to default as a result of *Force Majeure*. Supplier must notify the City immediately upon knowing that non-performance or delay will apply to this order as a result of *Force Majeure*. At that time Supplier is to submit in writing a Recovery Plan for this order. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of *Force Majeure* default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

**12. INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss shall be on the Supplier unless loss results from the negligence of the City of Corona. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods. When the purchase order specifies equipment or material by manufacturer, model, or trade name, no substitution will be made without City's written approval. Notwithstanding the requirement for any inspection and test contained in specifications applicable to this contract, except where specialized inspection or tests are specified solely for the City, the Supplier shall perform or have performed the inspection and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements incorporated herein, including if applicable the technical specifications for the manufacturers' part numbers specified herein.

**13. PAYMENTS:** Payment terms are as on front of purchase order unless otherwise agreed to by both parties. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of invoice, whichever is latest. Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Supplier, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

**14. INVOICES:** Invoices shall contain the following information: Supplier's Federal Tax I.D. number, contract or order number, item number, description of supplies/services, quantities and units of measure, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading.

**15. WARRANTY:** The Supplier agrees that the supplies/services furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such suppliers/services, and that the rights and remedies provided herein are in addition to, and do not limit any rights afforded to the City by, and other clause of a contract awarded hereunder.

**16. ASSIGNMENT OF CLAIMS:** Claims for monies due or to become due under this contract shall be assigned only pursuant to prior written consent of the City Purchasing Officer or designated representative.

**17. CONTRACT TERMINATION:** This Contract may be terminated by City at any time, with or without cause, by giving Supplier three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Supplier, City shall pay Supplier for all Work performed up to that time as provided herein. In the event of breach of the Contract by Supplier, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, may procure substitute goods or services at Supplier's expense, and/or may pursue any other available recourse against Supplier. Supplier may not terminate this Contract except for cause. Upon termination of this Contract by City for any reason, City may require Supplier to provide all finished or unfinished goods, documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

**18. GOVERNING LAW:** This purchase order shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California. Supplier agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

**19. ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the nonprevailing party shall pay the prevailing party's legal costs and expenses (including reasonable attorney's fees).

**20. CHANGE ORDERS:** The City reserves the right at any time to make written changes within the general scope of the contract. If any such changes cause an increase or decrease in the cost of, or in the time required for the performance of the contract, an equitable adjustment shall be made in the contract price, delivery schedule, or both. Any Claim by Supplier for adjustment in this cause must be approved by the City's authorized representative(s) in writing (formal change order, amendment, or revision) before Supplier proceeds with such change.

## **BID / PRICE FORM**

NOTICE INVITING BIDS:

**NIB No. 19-037CA**

DESCRIPTION OF NIB:

**Bulk KD Industrial Salt**

BIDDER'S NAME/ADDRESS:

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NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE

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**Bidders shall enter their unit pricing on the Line Items tab and complete and upload this Price Form in its entirety into the PlanetBids electronic bidding system.**

### **ANNUAL PURCHASE ORDER**

The initial Purchase Order Period shall be effective on or about August 1, 2019 through June 30, 2021 plus two additional two (2) year optional renewal periods, on an as-needed basis, with no guaranteed usage for Bulk KD Industrial Salt. Bid prices shall remain effective and in force for the entire two (2) year Initial Purchase Order Period. City reserves the right to exercise option year renewals in its sole discretion. Subsequent purchase order periods, if exercised by the City, are as follows:

First Option - Purchase Order Period July 1, 2021 through June 30, 2023

Second Option - Purchase Order Period July 1, 2023 through June 30, 2025

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two (2) year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

*No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. **A person,***

**organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.**

Provide Firm Fixed Cost information in the spaces provided below and any other incidental or additional costs required to complete the Technical Specifications and General Provisions requirements. All deliveries shall be FOB Destination, Corona, CA.

Unit costs shall include, but are not limited to materials, supplies, labor, equipment, certification fees, delivery, transportation, mill assessments, California sales tax, and ancillary costs for performing under the scope and specifications of this NIB.

Item	Description	Qty.	Unit of Measure	Unit Cost	Extended Amount
1	Bulk KD Industrial Salt	5200	TON		

Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the City is not responsible for Bidder miscalculations.

Pricing submitted on the Bid Price/Form for Bulk KD Industrial Salt is firm for the term of the contract. Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid.

All costs incidental to the provision of Bulk KD Industrial Salt must appear on the Bid Price/Form, including delivery costs and taxes. **Any costs invoiced that were not included on the Bid Price/Form will not be paid;** therefore, bidders must ensure that all costs are included even though the Bid Price/Form may not specifically list them, such as pallet charges, cleaning or repair charges, fuel surcharges, etc. If, during the contract year, the successful bidder contracts with any public agency within the County of Riverside at prices lower than those quoted herein, such lower prices shall be extended to the City.

**Bidder's Acknowledgement of his Understanding of the Terms and Conditions.** Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered "Yes", please provide detail of said additional costs: \_\_\_\_\_

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**Exceptions / Deviations.** Indicate any and all Technical Exceptions and or Deviations to this Bid in the following space. If there are no Exceptions or Deviations, write "None". Failure to complete this section may result in rejection for non-responsiveness.

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Have you included in your bid all informational items and forms as requested? Yes / No. (circle one). If you answered "No", please explain: \_\_\_\_\_

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This offer shall remain firm for 90 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable \_\_\_\_\_% \_\_\_\_\_ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB. Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It is the Bidder's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.



Verification of Addenda Received

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

COMPANY NAME & ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_



**CITY OF CORONA  
ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING DIVISION**

=====

July 16, 2019

**SUBJECT: Notice Inviting Bids (NIB) No. 19-037CA**

**ADDENDUM NO. 1  
BULK KD INDUSTRIAL SALT**

This Addendum No. 1 to the subject Notice Inviting Bids provides an answer to a question received.

All provisions of and attachments to this Addendum No. 1 are hereby incorporated by reference into the subject NIB. Bidders shall account for all provisions pursuant to this Addendum No. 1 in submitting their bids. Each bidder shall acknowledge receipt of this Addendum in their bid in the spaces provided therein.

**1. Questions and Answers:**

Question 1: “Who is your current supplier and price?”

Response: The City purchased Bulk KD Salt from two suppliers during FY 2018-19.  
Invoice copies are attached:

Step Saver CA LLC - Woods Cross, UT  
Morton Salt – Long Beach, CA

Carol Appelt  
City of Corona  
Administrative Services Department  
Purchasing Division  
400 S. Vicentia Ave., Suite 320  
Corona, CA 92882  
951-279-3620



**"Excellence is not an Option...It's Our Way of Doing Business!"**

1901 West 2425 South  
Woods Cross, Utah 84087

Phone 801-294-7977  
Fax: 801-444-9821

**Please visit our website: [www.Step-Saver.com](http://www.Step-Saver.com)**

# Invoice

Date	Invoice #
6/20/2019	CT496827



Ship To
City of Corona Attn: Maint./Engineering 410 Rimpau Ave Corona, CA 92878

P.O. No.	Terms	Rep
	NET28	SW

Description	Qty	U/M	Rate	Amount
Bulk - Morton NSF Certified White Crystal Salt	25.67		110.00	2,823.70T
Freight / Shipping Charge			650.00	650.00
PTO &/or delivery			195.00	195.00T

<b>Step Saver salt delivery system is a patented method protected by U.S. Patent 9,475,528. All rights reserved</b>  <b>Signature: _____</b>	<b>Subtotal</b>	\$3,668.70
	<b>Sales Tax (7.75%)</b>	\$233.95
	<b>Total</b>	<b>\$3,902.65</b>



UPC 24600

PAGE: 1

444 W. Lake Street, Suite 3000  
Chicago, IL 60606-0090

**PLEASE REMIT TO:**

Dept. CH 19973  
Palatine, IL 60055-9973

CSF	SALES REP.	DATE	INVOICE NUMBER
X030	Ford R	MAR 18, 2019	5401814909
PURCHASE ORDER NO.		RELEASE NUMBER	
B190783			

Credit Representative: Anzalone Daniel

TERMS: 30 days net cash after dte inv

Customer Service: DePillo Megan +1 (630) 861-2694

ADDITIONAL TERMS AND MARKETING  
PROVISIONS ON REVERSE SIDE


5394983

CUSTOMER NO.:

3719337

**B**  
**I** City Of Corona  
**L** Department of Water and Power  
**L** 775 Public Safety Way  
Corona CA 92880-2005  
**T**  
**O**

**S**  
**H** CITY CORONA  
**I** 410 RIMPAU AVE  
**P** CORONA CA 92878  
**T**  
**O**

DATE SHIPPED	SHIPPED VIA	FOB	SHIPPED FROM	BILL OF LADING NO.	MORTON ORDER NO.	
MAR 18, 2019	Apex Logistics	CONSIGNE	LONG BEACH		5101723578	
QTY U/M	Code	*-----Description-----*		Price	Extension	Net
25.65	STO	F137300000Z		135.97	3,487.63	
						3,487.63
1.00	AU	F90031	WASHOUT - per shipment	150.00	150.00	
						150.00
			CA State Tax			9.00
			Local County Tax			1.88
			Local District Tax			0.75
			CA State Tax			209.26
			Local County Tax			43.59
			Local District Tax			17.44
	B/L No.		Ticket no.	Weight		Shipped date
	0785005936			51,300	LB	Mar 18, 2019
						
Promo/Allowce\$	Gross Product\$		Tot Tax \$			
0.00	3,637.63		281.92			
					INVOICE TOTAL	\$ 3,919.55
thank you for buying Morton Salt					CREDIT	\$

Total Net Weight 51,300 LB Total Unit Weight 51,300 LB