



August 5, 2021

SUBJECT: NOTICE INVITING BIDS (NIB) NO. NIB 22-012CA

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

Corrosion and Scale Inhibitor Potable Water Treatment Chemical

Parties interested in obtaining a copy of this NIB No. NIB 22-012CA 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. NIB 22-012CA and supporting documents at no cost and receive addenda and other notifications when issued.

Closing: Bids shall be submitted electronically before 10:00 AM, August 30, 2021, via the PlanetBids Vendor Portal. It is Bidder's responsibility to allow sufficient time to complete and upload 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.

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 not 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.

Award of Contract: The City shall award the Contract to the lowest responsive, responsible bidder for each chemical as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

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

Signed,

Carol Appelt

Purchasing Specialist V

City of Corona | Administrative Services Department

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August 5, 2021

SUBJECT: NOTICE INVITING BIDS (NIB) No. 22-012CA

SECTION I

INVITATION

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

Corrosion and Scale Inhibitor Potable Water Treatment Chemical

Please read this entire NIB package and include all requested information and forms in your bid proposal. Bids must be signed by an authorized agent of the company submitting a bid in order to be considered responsive.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED.
REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM
IN SECTION V AND FORM OF AGREEMENT SAMPLE IN SECTION VI,
SUBSECTION 3. 2. 10 INSURANCE, ET SEQ.**

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

1. Issue NIB..... August 11, 2021
2. Advertise in Sentinel Weekly..... August 11, 2021
3. Written Questions from Contractor Due 5:00 p.m., August 18, 2021
4. Responses from City Due..... August 24, 2021
5. Bids Due (Date & Time) 10:00 a.m., August 30, 2021
6. Bid Evaluation Completed..... August 31, 2021
7. Contractor Selection..... September 1, 2021
8. City Council Approval & Contract Award..... October 6, 2021

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SECTION II.

INSTRUCTIONS TO BIDDERS

A. Examination of Bid Documents

Bidder shall read this entire NIB package and submit all requested information and forms with their bid. By submitting a bid, Bidders represent they have thoroughly examined and become familiar with the work required under this NIB, have reviewed the project location, specifications and understand the project objectives and are capable of performing quality work to achieve the City's objectives.

Before submitting bids, 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' sole risk and Bidder cannot secure relief on the plea of error.

B. Addenda

Substantive City changes to the requirements 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 Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the Bid Due Date and Time. Bidders shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this NIB.

All 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 is the sole responsibility of bidders 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 proposal due date to verify receipt of all Addenda issued. Bidders shall acknowledge receipt of all Addenda when submitting their electronic bids.

C. Clarifications

1. Examination of Documents

Should a bidder require clarifications to this NIB, bidder shall notify the City in writing in accordance with Section C. 2 below. Should it be found that the point in question is not clearly and fully set forth in the NIB, 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 PM on August 18, 2021**. Please note the City's electronic bidding system will not allow 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 B above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB 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.

D. Bid Submission

1. Date and Time

All bids shall be submitted no later than **10:00 AM on August 30, 2021**.

2. Electronic Submission

Bids shall be submitted electronically using the City's PlanetBids Vendor Portal. The City's electronic bidding system will not allow bids to be submitted after the due date and time. It is the 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 Insurance Requirements Check Sheet
- d. Insurance Requirements Check List
- e. Sample Insurance Certificate
- f. Statement of Past Contract Disqualifications

- g. Industrial Safety Record
- h. Acknowledgment of Vendor Performance Evaluation Form
- i. Information Required of Bidders Form
- j. Experience Statement
- k. Contractor's Certificate Regarding Workers' Compensation
- l. Local Bidder Preference Program Statement (if applicable)

4. **Acceptance of Bids**

The City may, in its sole discretion:

- a. Accept or reject any or all bids and to waive any informality or irregularity in any bid or the bidding process;
- b. Withdraw this NIB at any time without prior notice, and the City makes no representations that any contract will be awarded to any bidder responding to this NIB; or
- c. Elect to postpone the bid opening for its own convenience.

E. **Bid Withdrawal**

Electronic bids may be withdrawn by Bidder 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 successful Bidder withdraw its bid.

F. **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 a bid to City;
3. Negotiating with City on any matter related to the 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.

G. **Contract Award**

Issuance of this NIB and receipt of bids does not commit the City to award a contract. **This is not an all or nothing bid.** The City shall award to the lowest responsive, responsible bidder for the chemical specified herein.

After all bids are opened and reviewed to determine the lowest responsive, responsible bidder, the City Council may award contract(s). The apparent successful bidder(s) should begin to prepare the required insurance certificates and endorsements. Once the City notifies bidder(s) of the award, bidder(s) will have 10 consecutive calendar days from the date of this notification to supply the City with all of the required documents and certifications. Regardless of whether or not bidder supplies the required documents and certifications in a timely manner, the contract time may begin to run 10 calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the bidder(s), the City shall issue a Notice to Proceed to that bidder.

H. Contract Term

The contract term shall be effective on or about July 1, 2021 through June 30, 2022 with four additional one-year option year renewal periods, on an as-needed basis, with no guaranteed usage for Corrosion and Scale Inhibitor Potable Water Treatment Chemical. Bid prices shall remain effective and in force for the entire 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:

Option 1, if exercised, shall be effective July 1, 2022 through June 30, 2023

Option 2, if exercised, shall be effective July 1, 2023 through June 30, 2024

Option 3, if exercised, shall be effective July 1, 2024 through June 30, 2025

Option 4, if exercised, shall be effective July 1, 2025 through June 30, 2026

Option year pricing shall be negotiated by the Parties prior to commencement of each additional one-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, California, Area (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.

I. Acceptance of Order

The successful bidders will be required to accept a Purchase Order 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. The successful bidders shall be bound to accept all NIB requirements and terms and conditions of the purchase order.

J. Assignment

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

K. City of Corona Business License

The successful contractor and any subcontractors are required to obtain a City of Corona Business License prior to contract award and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding the City Business License 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>.

L. 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.

M. Insurance Requirements

1. Within ten (10) consecutive calendar days after the notice of award, the successful bidder(s) shall furnish the City, through its third-party insurance partner, Exigis, certificates of insurance and endorsements evidencing coverage as specified herein and naming the City of Corona, its directors, officials, employees, volunteers and agents as additional insureds by written endorsement. Failure to provide and maintain all required insurance shall be grounds for the City to terminate the Contract Award.
2. Bidders are encouraged to have their insurance provider(s) review the insurance requirements herein, prior to bid submission to ensure the minimum coverage limits, endorsements and other requirements can be met.
3. Bidders shall review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in Section IV. and return with their bid. Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Questions and Answers period.
4. 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 Contract 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); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.; and (4) ***Transportation Pollution Liability***: Transportation Pollution Liability insurance covering materials to be transported.
- (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$2,000,000** 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*: **\$2,000,000** per accident for bodily injury and property damage; (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; and (4) ***Transportation Pollution Liability***: **\$2,000,000** per accident.
5. 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) **Transportation Pollution Liability Insurance.** Either the Contractor's Automobile Liability policy or the Contractor's Pollution Liability policy shall be endorsed to include Transportation Pollution Liability Insurance, covering or covering material to be transported by the Contractor. If Contractor is required by applicable law to have an MCS-90 endorsement, such endorsement shall also be provided to the City.
 - (D) 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.
6. 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.
7. 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 Contract 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 Contract commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.
8. 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.

9. 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.
10. 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.
11. 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.
12. Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section M. 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.

N. Indemnification

Contractor 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. Contractor 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. Contractor 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. Contractor 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.

O. 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.

P. Primary Bidder

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 bid. 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.

Q. 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

R. 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 two (2) years on the form provided herein. Wherever possible, Bidders should provide references for customers from the same region as City.

S. 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 INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a bid as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the 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.

T. 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.

U. 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.

V. Public Records

Responses (bids) to this NIB and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City'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 Bidder. The City will use its best efforts to inform Bidder of any request for disclosure of any such document. The City 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 Bidder considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of Bidder's bid marked "Confidential", "Proprietary", or "Trade Secret", Bidder shall defend and indemnify the City 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 upload separate files for all "Confidential," "Proprietary," or "Trade Secret" data when submitting their bid documents. The file names shall include the words "Confidential", "Proprietary" or "Trade Secret". Because bid documents are available for review by any person after award of a contract resulting from a NIB, the City shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not uploaded as separate files and include "Confidential", "Proprietary" or "Trade Secret" as part of the file name.

SECTION III.

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

CORROSION AND SCALE INHIBITOR

General:

The City is seeking sealed bids for the purchase and delivery of Corrosion and Scale Inhibitor on an as needed basis for use in treating potable water. The estimated annual requirement (“Estimated Quantity”) is approximately 18,000 gallons. The Corrosion and Scale Inhibitor is to be delivered in bulk totes and must meet the requirements and specifications provided herein.

Quantity:

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 shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of two (2) 275 gallon totes.

Chemical Specifications:

The Corrosion and Scale Inhibitor supplied by Bidder shall:

- 1) Conform to American Water Works Association’s (AWWA) Standard for Corrosion and Scale Control Inhibitor, most current version
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 3) Be able to suspend Corrosion and Scale in potable water with a Langlier range of 2 to 1
- 4) Be neat fed
- 5) Not require any special activation or handling procedures
- 6) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City’s facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

Manufacturer’s Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

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) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.
- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer
- 4) Product Bulletin and Typical Properties
- 5) Current Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Corrosion and Scale Inhibitor to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of chemical(s)
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical 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 chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample of the chemical at 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.

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 chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City 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 chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by truck in bulk quantities to the delivery point listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling City's (951) 317-4611; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Corrosion and Scale Inhibitor and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.
- 5) 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 the per unit cost.
- 6) All shipments shall include the most current Safety Data Sheet (SDS) for the specific batch or lot of chemical delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) While performing deliveries, drivers shall supply and properly don personal protective equipment (PPE) including, but not limited to: hard hat, safety vest, safety glasses, steel-toed shoes, and gloves.

- 11) While performing deliveries, drivers shall supply and place (2) chock blocks on parked vehicles.
- 12) All Corrosion and Scale Inhibitor shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks, trailers or totes shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Corrosion and Scale Inhibitor shall be clean and free from contaminating material.

FOB Destination Delivery Point Location:

Temescal Desalter
745 Public Safety Way
Corona, CA 92878

Rejection of Deliveries:

The City reserves the right to reject any chemical 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 chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes.

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.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation.

Bid Samples

Bidder is required to submit duplicate one (1) liter bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Corrosion and Scale Inhibitor to be supplied and must be accompanied by the appropriate Certificate of Analysis and current SDS. The Bid Samples, Certificates of Analysis, and SDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and SDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

City of Corona Warehouse
Attention: NIB # 21-082CA- Corrosion and Scale Inhibitor Potable Water
Treatment Chemical
770 Public Safety Way
Corona. CA 92878

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. XXX and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

SECTION IV

BID CONTENT AND FORMS

A. 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.**

B. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety, 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.**

Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services 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. All shipping, handling and freight charges, if applicable, must be included in bidder's bid amount.

C. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity 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. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

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 foregoing 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 SHEET

(To be Completed and Submitted with Bid)

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 22-012CA 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:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

CITY OF CORONA
NIB NO. 22-012CA 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 - \$2M occurrence			YES
Can your company provide Automobile Liability - bodily injury and property damage - \$2M?			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 Transportation Pollution Liability with minimum limits of \$2 million/\$4 million with a primary Additional Insured endorsement?			YES
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
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 OR			YES
CG 20 37 and 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

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) and 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 Contractor?			YES
Will your company provide 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?			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

Transportation Pollution Liability

	YES	NO	Applicable to Vendor
Will you provide an Automobile Liability policy endorsement that includes Transportation Pollution Liability coverage or separate Transportation Pollution Liability policy with an endorsement covering the material to be transported?			
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.

Indicate not applicable (“N/A”) where appropriate

- ## Corrosion and Scale Inhibitor Potable Water Treatment Chemical

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.
- _____
- _____
- _____
11. Has Bidder ever failed to complete any contract awarded to it? If so, note when, where, and why:
- _____
- _____

13. 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.

13. List Trade References:

14. List Bank References (Bank and Branch Address):

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Bidder 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 NIB No. 22-012CA.

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

2. If yes, explain the circumstances:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Bid)

Number of Serious OSHA Violations within the last two (2) years or any Willful violations within the last five (5) years (must state zero if none):

___ **Serious** ___ **Willful** ___ **Repeat** ___ **Other** ___ **Unclass** _____ **Total**

Firm Name (Print)

Signature

Name and Title (Print)

Date

Vendor Performance Evaluation Form

Department:			Division:	
Prepared By:			Title:	
Vendor Name:			P. O. #:	
Contract Amount: \$			Change Order Amount: \$	
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input style="float: right;" type="radio"/>		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 style="float: right;" type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input style="float: right;" type="radio"/>		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 style="float: right;" type="radio"/>		
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
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"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 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> 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> 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> 6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i> 				

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

Evaluation Criteria	Evaluation Score				
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)

(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

Bidder’s Address 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.

Bidder’s Signature

Print Name

Title

EXPERIENCE STATEMENT
To Be Completed and Submitted with Bid

List at least three municipal or other public utility/entity references for work of a similar nature performed by Bidder within the last two years.

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 _____

SECTION V.

BID / PRICE FORM

NOTICE INVITING BIDS: **NIB 22-012CA**

DESCRIPTION: **Corrosion and Scale Inhibitor Potable Water Treatment Chemicals**

BIDDER'S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE _____

Bidders shall enter their unit pricing on the Line Items tab and complete, sign 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 July 1, 2021 through June 30, 2022 with four (1) one year option renewal periods on an as-needed basis with no guarantee of usage for Potable Water & Wastewater Chemicals. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period. Subsequent purchase order periods, if exercised by the City, are as follows:

- Option 1, if exercised, shall be effective July 1, 2022 through June 30, 2023
- Option 2, if exercised, shall be effective July 1, 2023 through June 30, 2024
- Option 3, if exercised, shall be effective July 1, 2024 through June 30, 2025
- Option 4, if exercised, shall be effective July 1, 2025 through June 30, 2026

Option year pricing shall be negotiated by the Parties prior to commencement of each additional one-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, California, Area (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 Price cost information in the spaces provided below and include any other incidental or additional costs required to complete the specifications pursuant to Section III herein. In the event that bidder intends to bid zero dollar value for any item shown in the Bid/Price Form, bidder shall enter "zero" or "0" in the space provided for price or cost.

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

CORROSION AND SCALE INHIBITOR

Estimated Annual Quantity 18,000 Gallons

Quantity	Delivered Price – Per Gallon
----------	------------------------------

275 gallon tote delivery	\$ _____
--------------------------	----------

Manufacturer's Name: _____

Brand Name: _____

Manufacturer's Address: _____

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

With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

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:

Please indicate any exceptions to or deviations from the NIB Requirements here.

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

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 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: _____