

**NOTICE INVITING
REQUEST
FOR PROPOSAL**

*NOTICE IS HEREBY GIVEN that the City of Glendora, County of Los Angeles, California (hereinafter "City") will receive sealed Proposals in the Office of the City Clerk at 116 E. Foothill Boulevard, Glendora, California, 91741 until **10:00 a.m.** on Tuesday, November 5, 2013, for: water line parts and supplies for City operations in accordance with the specifications.*

NO BIDS WILL BE ACCEPTED AFTER THIS DATE AND TIME!

Each Proposal must conform and be responsive to all requirements set forth in the (RFP/RFQ). Proposals must be addressed to the attention of the City Clerk, sealed and marked on the outside of the envelope as follows: "WATER LINE PARTS AND SUPPLIES, PLAN NO. 1141". Proposals will be evaluated and a consultant will be selected based on a Qualification-Based Selection process. Copies of the packet open for public inspection in the Office of the City Clerk at the above address and can be downloaded on the City's website at www.ci.glendora.ca.us under Bid/RFP Opportunities. For further information, contact the Water Maintenance Leadworker, Terry White at (626)335-6175.

The City of Glendora reserves the right to reject any and all proposals, to waive any informalities in any proposal and select the one that best meets the City's needs.

*Kathleen R. Sessman, CMC
City Clerk
City of Glendora*

Publish in SAN GABRIEL VALLEY EXAMINER: (October 24, October 31)

CITY OF GLENDORA

DETAIL SPECIFICATIONS

In the event of conflict, the following specifications shall prevail over general instructions contained elsewhere in this bid document.

SPECIFICATIONS

BID EXCEPTIONS

Time Period

This bid covers the purchase of water line parts and supplies for the City of Glendora from the date of award of this bid, or as soon thereafter as is practical and agreed to by the Bidder and the City through June 30, 2014, and may be automatically renewed on an annual basis at the City's discretion through June 30, 2018. The City reserves the right to extend contract(s) resulting from award of this bid beyond the expiration date(s) upon mutual agreement with the Vendor. Notwithstanding anything to the contrary contained herein, the contract(s) for goods and/or services specified herein may be terminated by the City, in whole or in part, at any time when, in the City's opinion, goods received from and/or services performed by the Bidder (Vendor) are deemed unsatisfactory or not in compliance with the specifications contained in this bid.

Bidder Qualifications

The City shall be the sole and final judge of qualifications to perform as specified herein. The City reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. Successful bidder must have or obtain a current City of Glendora business license.

Insurance Requirements

Upon award of contract, the successful bidder shall be required to comply with all insurance requirements as delineated in Exhibit 1.

Firm Prices

Unless the bidder expressly states otherwise in this bid, prices herein shall be considered firm for the duration of the contract(s) resulting from award of this bid. Escalation stipulations, if any, must be clearly stated and be attached to and become a part of this bid. Such stipulations must state a maximum percentage and dollar amount. The City reserves the right to accept or reject bids containing escalation stipulations as it deems to be in the best interests of the City.

SPECIFICATIONS

BID EXCEPTIONS

Definitions

City shall mean the City of Glendora.

Vendor shall mean the vendor(s) to whom the contract is awarded as a result of this bid procedure.

Administrator shall mean the City's Director of Public Works or his designee.

Ordering of Water Line Parts & Supplies

The administrator, as defined above, is authorized to make purchases of water line parts and supplies in accordance with the specifications, terms, and conditions of the bid.

Scope

The vendor shall provide, on an as-needed basis, water line parts and supplies and transport/deliver such items to the city's Water Division Yard at 1051 E Sierra Madre, Glendora, CA 91741

Material Standards

Water line parts and supplies will be new factory issued with full factory warranties in place. Used, "Blems" or refurbished equipment will not be acceptable at any time.

Quantities

It is estimated that the City will purchase as needed for normal operations and Capital Improvement Projects.

During the period of this agreement, no guarantee can be given as to what total will be reached.

Prices

Prices will be guaranteed for the duration of each contract year. Any price increase will reflect the aforementioned increase clause agreement and is subject to approval by selected administrator(s).

SPECIFICATIONS

BID EXCEPTIONS

The Vendor's price shall consist of the aforementioned Index Average, plus or minus a stated amount, which shall be applied to the published average to establish a cost per water meter or transceivers. The established cost per item shall be segregated by part size / type. The quoted price shall remain firm for the term of the contract.

If agreement cannot be reached between the City and Vendor for a new pricing methodology, City may, at its option, terminate the contract.

The Vendor shall submit billing invoices which shall reflect all applicable federal taxes due of the City of Glendora.

Source Guarantee

Contracts or commitments must guarantee supply in the ordered amounts for the term of the contract. A copy of at least (1) one such commitment must be included in the bid.

Delivery

Deliveries are to be as ordered, as called for by the City and delivered in 7-10 days.

SPECIFICATIONS

BID EXCEPTIONS

Past Experience and References

Bidders shall submit with the bid a completed “Past Experience and References” sheet (Exhibit 2), listing other cities / counties / agencies that your company has provided water meters and equipment to on a contract basis. Special attention will be paid to those bidders who have demonstrated experience in large scale delivery to public agencies. Bidder must provide state references accompanied by a contact name and phone #.

Pricing, past experience, and references shall be used in the determination of the lowest responsible bidder.

BIDDERS MUST EXPLAIN IN DETAIL, ALL ITEMS OFFERED WHICH DO NOT CONFORM TO THE SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED THAT BIDDER IS BIDDING “AS SPECIFIED”.

Sample Agreement

Exhibit 3 is a sample agreement format the vendor will be required to sign with city, no exceptions will be allowed.

BIDDERS PROPOSAL SHEET

When preparing bid dollars based on the use on an approved equal, provide manufacturer data/detail sheets with bid. Without such submittals, all bids shall be assumed using specified brand. Effective January 1, 2010, leaded brass is no longer permitted for use on public water systems per Section 116875 of the State of California Health and Safety Code. The following is a short list of the typical materials used to repair water lines during any given period to assist in preparing a bid dollar amount:

- Item 1) 5.95-6.35 Smith-Blair Full Circle Clamp Model #226:
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 2) 7.96-8.35 Smith-Blair Full Circle Clamp Model #226:
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 3) 10.64-11.04 Smith-Blair Full Circle Clamp Model #226:
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 4) 1" Type K Copper 60' Rolls:
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 5) 1" Type K Copper 100' Rolls:
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 6) Plastic to Copper Adaptor w/Wedding Ring & Washer (Ford #CO4-54-Q)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 7) 1" Copper Angle Valve (Ford #KV43-444W-Q)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 8) 1" Copper Connector (Ford #C44-444-Q)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 9) 1" Flare Angle Valve (Ford #KV23-444-W)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 10) MIP x 1" Copper Connector (Ford #C86-44-Q)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

- Item 11) FIP x 1" Copper Connector (Ford #C14-44-Q)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.
- Item 12) Ballcorp Male Iron Pipe (Ford #FB1101-4)
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.
- Item 13) Smith-Blair 2" Flex Coupling 2.38
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.
- Item 14) Romac Romagrip 6" DI Pipe O.D. 6.90
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.
- Item 15) Curb Stop 3/4" with Lock Wing Model#B-20200
This item shall be paid for on a unit price basis and shall include any and all appurtenances needed to install.

BIDDER CONTACT INFORMATION

Bidder (Company Name): _____

Authorized Signature _____

Printed Name _____

Title _____

Address _____

Telephone Number _____

Order Desk Number _____

FAX Number _____

Date _____

CITY OF GLENDORA
STANDARD INSURANCE REQUIREMENTS

Vendor's Insurance. Vendor shall 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 Vendor, his agents, representatives, employees or subcontractors, pursuant to Vendor's bid or subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1). **Commercial General Liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage with a limit of not less than \$1,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2). **Business Automobile Liability** insurance at least as broad as Insurance Services office form CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 with a limit not less than \$1,000,000 per accident.

(3). **Workers Compensation** insurance covering employees of the Vendor in such amounts as required by law.

(4). **Evidence of Coverage:**

(a). Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Vendor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to the City.

(b). Vendor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c). During the term of this agreement, Vendor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage.

(d). Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e). In the event Vendor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Vendor, or which it subsequently owes to Vendor, until proper proof is filed.

(5). All insurance coverage's shall be provided by insurers with a rating of B+ or better in the most recent edition of Best's Key Rating Guide, Property Casualty Edition.

(6). Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon request of the carrier, the notice period may be reduced to 10 days in the event of non payment of premium.

(7). All liability coverage shall name the City of Glendora as additionally insured with respect to work under this bid.

(8). Vendor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self insurance programs covering the City, its City Council and every officer, agent and employee of City.

(9). Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10). Any deductibles or self insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self insured retentions as respects the City, or the Vendor shall procure a bond guaranteeing payment of losses and expenses.

(11). In the event that Vendor does not provide continuous insurance coverage, the shall have the right, but not the obligation, to obtain the required insurance coverage at Vendors cost, and the City may deduct all such costs form moneys the City owes to the Vendor or from moneys which it subsequently owes to the Vendor.

Indemnification. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Vendor or to any other person for, and Vendor shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent or willful acts or omissions of Vendor, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Vendor has agreed to indemnify the Indemnitees as above provided, Vendor, upon notice from the City, shall defend the Indemnitees at Vendor's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled to indemnity in order to be so indemnified. The insurance required to be maintained by Vendor under paragraph 18 shall ensure Vendor's obligations under this paragraph, but the limits of such insurance shall not limit the liability of Vendor hereunder. The provisions of this paragraph shall survive the expiration or earlier termination of this agreement.

PAST EXPERIENCE AND REFERENCES

1. Please list the public agencies / organizations that your company has provided meters to on a contract basis during the last (5) years

<u>AGENCY</u>	<u>CONTACT</u>	<u>PHONE NUMBER</u>	<u>FISCAL YEAR</u>	<u>METERS PER YEAR</u>

**CITY OF GLENDORA
AGREEMENT FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES**

This Agreement is made and entered into this _____ day of _____, 2013 by and between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Vendor". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF WORK.** This Agreement is issued to provide funding required to cover services, supplies and material furnished by Vendor to the City and to perform the work associated with delivery of water line parts and supplies described in the attached bid. The items will be delivered to the City's facilities located at 1051 E. Sierra Madre Blvd.

2. **TIME OF PERFORMANCE OF THE WORK.** Time is of the essence in the performance of this Agreement. Vendor shall proceed with the utmost diligence and dispatch in the performance of Service Requests under this Agreement.

3. **TERM.** The term of this Agreement shall commence upon approval of the City Council, and expire on June 30, 2014, with the option to renew for Five (5), One-year terms upon mutual agreement of both parties, unless otherwise terminated as provided herein. The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year.

4. **COMPENSATION AND METHOD OF PAYMENT.** In full consideration for the Services provided by Vendor and Vendor's personnel, City shall pay Vendor for product as is set forth in the bid specifications. Payments shall be made within thirty (30) days after receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor in 60 days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **RESPONSIBILITIES.** Vendor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Vendor. In the performance of the services, Vendor shall provide personnel who are qualified, careful and efficient employees in strict conformity with the best practices and applicable standards. Upon request of the City, Vendor shall remove from the performance of the services hereunder any of its employees who, in the City's judgment, has not conducted himself properly or is not qualified to perform the work.

6. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice. In the event of such termination, Vendor shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

7. **NON-DISCRIMINATION CLAUSE.** Vendor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

8. **UNAUTHORIZED ALIENS.** Vendor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Vendor so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Vendor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

9. **ENTIRE AGREEMENT.** This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

10. **GOVERNING LAW.** The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Los Angeles County Superior Court.

11. **MODIFICATION OF AGREEMENT.** The terms of this Agreement can only be modified in writing approved by the City Council and the Vendor. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

12. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of Vendor warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Vendor to the performance of its obligations hereunder.

13. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City,
Attention: City Manager
City of Glendora
116 East Foothill Boulevard
Glendora, California 91741

To Vendor
Attention:

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

14. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VENDOR

[Name]

By: _____
[Name, Title]

CITY OF GLENDORA

By _____
Joseph Santoro, Mayor

ATTEST:

Kathleen R. Sessman, City Clerk

APPROVED AS TO FORM:

D. Wayne Leech, City Attorney