



**CITY OF VALLEJO
WATER DEPARTMENT**

202 FLEMING HILL DRIVE, VALLEJO, CALIFORNIA 94589
www.cityofvallejo.net

**INVITATION FOR BIDS
NOTICE TO INTERESTED
VENDORS/SERVICE PROVIDERS**

**October 3, 2019
THE CITY OF VALLEJO INVITES BIDS
For
METER EQUIPMENT & SUPPLIES**

Bid Submission Deadline:

2:00 p.m., October 16, 2019
Office of the City Clerk
City of Vallejo
555 Santa Clara Street
Vallejo CA, 94590

INVITATION FOR BIDS
METER EQUIPMENT & SUPPLIES

The City of Vallejo Water Department is soliciting bids from vendors and/or service providers to provide small meters and supplies (more specifically set forth in the Technical Specifications).

The City may make multiple awards in order to provide alternate sources to ensure continuity of supply and/or services if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary vendor/service provider. The City may also make separate awards for any item or category/group of items to the lowest responsible bidders for such items or categories/groups of items.

Notice is hereby given that sealed bids will be received at the Office of the City Clerk until 2:00 p.m., on the due date listed below, and shall be addressed and marked as follows:

Michael A. Malone, Director
City of Vallejo Water Department
c/o Office of the City Clerk
555 Santa Clara Street
Vallejo, CA 94590

A sealed bid package must be received by the City of Vallejo, on or before

October 16, 2019 at 2:00 p.m.

Documents, including the Invitation for Bid, insurance forms, and sample Supplies & Equipment Purchase Agreement or Services Agreement, may be inspected and obtained at the office of the Water Director, 202 Fleming Hill Drive, Vallejo, California, or online at:

http://www.cityofvallejo.net/doing_business/bids_proposals

The City is not responsible for documents, including bid documents, obtained through third-party sources, such as plan rooms or aggregate bid services, as such documents may be incomplete.

Sole responsibility rests with the bidder to ensure that their bid is received on time at the stated location, either in person, or via mail or express delivery. Bids that are received after the established date and time will not be considered under any circumstances, and any bids so received shall be deemed non-responsive and returned to the bidder.

The City of Vallejo reserves the right to reject any or all bids or portions thereof, to accept a bid or portion thereof, and to waive any informality.

Pursuant to Section 1700, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City of Vallejo, Department of Public Works, 555 Santa Clara Street, 4th Floor, Vallejo, California 94590-5934. Those copies shall be made available to any interested party upon request.

The successful bidder shall post a copy of the general prevailing rates of per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein, if applicable, and shall keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California.

If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the successful bidder and any subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the contractor and subcontractors, the contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Bidders are advised that this project is subjected to all federal, state and local nondiscrimination laws including Vallejo Municipal Code sections 2.72.030 and 2.72.040.

Pursuant to Section 22300 of the Public Contract Code, the contractor may substitute a deposit of securities in lieu of the City of Vallejo withholding any monies to ensure contractor's performance under the contract, or alternatively, request that the City of Vallejo make payment of retentions earned directly to an escrow agent at the expense of contractor. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, and bank or savings and loan certificates of deposit.

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DISCLOSURE

This Invitation for Bid (IFB) is not a commitment, contract, or agreement of any kind. Quantities and/or information identified in the IFB and/or on the Bid Worksheet are estimates based on historical or anticipated needs and/or usage. The City of Vallejo reserves the right to reject all bids. Costs for developing the bid are entirely the responsibility of the bidder and shall not be reimbursed. Bidders are therefore cautioned against incurring any additional or extraordinary costs in anticipation of award.

The City of Vallejo cannot represent or guarantee that any information submitted in response to the IFB will be confidential. If the City receives a request for any document submitted in response to an IFB, the City will not assert any privileges that may exist on behalf of the person or business submitting the bid.

All responses submitted to City of Vallejo become the property of the City.

INSTRUCTIONS TO BIDDERS

BID FORM(S) / BID PACKAGE

This IFB contains Attachments 1 through 4:

- Attachment 1: Bid Worksheet/Signature Page
- Attachment 2: Specification Deviation Statement
- Attachment 3: Additional Required Information
- Attachment 4: Special Provisions and Technical Specifications

Each Bidder must utilize and submit all forms. All requested information must be provided, and failure to do so may render the bid non-responsive. Bids must fully comply with any requested specifications. The Bid Worksheet may be rejected if it shows any omissions, alterations of form, additional information not called for, conditional bid, or any irregularities of any kind. The bidder must sign and date the Bid Worksheet.

If the IFB calls for usage of additional forms or requests information in narrative format, those items must be included as part of the complete bid package. Failure to include may render the bid non-responsive.

BROCHURES

Bid packages may include descriptive brochures that describe the manufacturer and the applications for any products identified in response to the IFB.

SPECIFICATION DEVIATIONS BY THE BIDDER

If a bidder's item does not fully comply with the requested specifications as stated in the IFB, the bidder **MUST** so indicate and identify any and all deviations in detail, in writing, via a Specification Deviation Statement. Complete product specifications should be attached for any substitutions offered or when exceptions are desirable or necessary. If specifications or descriptive papers are submitted, the bidder's name and Bid Number should be clearly shown on each page of the attachment. The absence of a Specification Deviation Statement will hold the bidder strictly accountable to the specifications as written herein.

BRAND NAMES AND EQUIVALENT ITEMS

If/when used, brand names/model numbers are for reference to provide bidders with information as to the character, quality and/or performance standard of a desired item. If a brand name, model number, quality or performance requirement is not stated by the bidder, it is understood that the offered items are exactly as requested in the IFB. Equivalent items may be bid unless the IFB states no alternatives will be accepted. Bidder must identify brand and model number, and attach appropriate documentation substantiating equivalency. The

burden of proof and cost of analysis is the sole responsibility of the bidder, although the City will make the determination as to equivalency, which determination is final.

SAMPLES

If the IFB requests samples of items, said samples shall be furnished to the City free of charge of any kind (including freight or handling charges). Bidder acknowledges that samples may be damaged or destroyed during testing and may be retained by the City. Bidder may request in writing the return of a sample, and any cost of returning samples to a bidder is the responsibility of the bidder.

MATERIALS/PRODUCTS/EQUIPMENT

In responding to this IFB and upon award, bidder acknowledges that all materials, products, and/or equipment supplied is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, returns, discontinued models, or any other categorically synonymous descriptions are not acceptable, unless explicitly stated in the IFB.

BIDDER QUALIFICATIONS

A qualified bidder is one determined by the City of Vallejo to meet standards of business competence, reputation, financial ability, and material/product/equipment quality. A responsive bidder is a firm/person who has submitted a timely bid that conforms in all material respects to the terms and conditions, the specifications of the material/product/equipment, and any other requirement of the bid instructions. A responsible bidder means a firm/person who has the capability in all aspects to perform full agreement/contract requirements, and who has the integrity and reliability that will assure good faith and specific performance.

BIDDER REPRESENTATION AND AUTHORIZATION

Bidders must (1) be a representative of the bidding party/company legally authorized to bind the company to all terms and conditions of the Supplies & Equipment Purchase or Services Agreement; (2) provide full business address on the forms provided; and (3) provide their capacity along with their usual signature in any and all signatory blocks. Bids by partnerships shall be signed by one of its executive members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of President or Secretary, or other person legally authorized to bind and shall have the corporate seal affixed thereto.

No bidder submitting a bid shall knowingly be interested in more than one bid as the principal bidder.

MODIFICATION, INTERPRETATIONS, AND ADDENDA

Any changes to the bid documents initiated by the City of Vallejo, including extending the time for submittal, shall be through written addendum and furnished to all bidders via the City's website.

Any apparent inconsistencies or matters seeming to require explanation, interpretation and/or clarification must be addressed by the bidder via email to the identified Bid Contact at least 48 hours (excluding weekends and holidays) prior to the time set for bid opening.

The Bid Contact for this bid is:

Oscar Alcantar
Water Distribution Superintendent
City of Vallejo Water Department
oscar.alcantar@cityofvallejo.net

Any/all explanations, interpretations, clarifications and/or modifications will be in the form of written addenda or errata. All addenda and errata shall become part of the bid documents and shall be acknowledged, dated, and included with the bid submission.

Be advised that oral explanations/instructions shall not be binding on the City. Information obtained from sources other than the Bid Contact, noted above, may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

MODIFICATIONS BY BIDDER TO SUBMITTED BIDS

A submitted bid may be modified or withdrawn prior to the bid opening date and time, but only by the bidder (or authorized representative), provided identification is supplied and a receipt is signed for the bid. Bids, amendments thereto, or withdrawal requests received after the date and time advertised for the bid opening will not be considered.

BID EVALUATION

In evaluating and determining the amount bid by each bidder, the City reserves the right to disregard and correct mathematical errors that appear obvious on the face of the bid. When such a mathematical error appears on the face of the bid, the City shall have the right to correct such error(s) and compute the total amount bid by the bidder on the basis of the corrected figure(s). For example, when an item price is required to be set forth in the bid, and the total for the item set forth separately is in conflict when multiplying the item price times the City's estimate of the quantity to be provided/performed for said item, the item price shall prevail over the sum set forth as the total for the item. The actual total

for the item shall be based upon the item price multiplied by the estimated quantity, and not the total price supplied in error (unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process). In the alternative, should the bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of quantities to be provided/performed. If the bid requires that the bidder bid on all line items, and neither the item price nor the extended total price of an item is offered, the bid shall be deemed incomplete and non-responsive, and shall be disregarded.

BID AWARDS

The Supplies & Equipment Purchase or Services Agreement, if awarded, shall be awarded to the lowest responsive and responsible bidder(s).

The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

The City reserves the right to (1) award in whole or in part; (2) reject any or all bids; (3) issue subsequent Invitations for Bids; (4) approve or disapprove the use of a particular subcontractor; (5) waive any informality or irregularity in the bidding process and any bids; and (6) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

The City further reserves the right to make multiple awards in order to provide alternate sources to ensure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary vendor/supplier.

Following the public opening of bids, the City may request that the apparent low bidder furnish supporting documentation to enable the City to determine whether the apparent low bidder is qualified to perform the work described in the Agreement Documents. By submission of a bid, bidder agrees to furnish all required attachments and any requested supporting documentation and return to the City within five (5) days of City's written request. If bidder fails or refuses to return all required attachments and any requested supporting documentation to the City within (five (5) days of City's request, bidder will not be considered for award of the Supplies & Equipment Purchase or Services Agreement and, further, bidder agrees that the City of Vallejo may award the Agreement to another bidder or call for new bids. In such event, the bidder shall be liable to the City of Vallejo for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities.

If, for any reason, the City elects to not award the Agreement to the apparent low bidder, the City may request that the apparent second lowest bidder furnish required and requested documentation to enable the City to determine whether the second low bidder is qualified to perform the work described in the Agreement Documents. If for any reason

the City elects to not award the Agreement to the apparent second lowest bidder, the City may request the third lowest bidder furnish required and requested documentation, and so on.

If the City receives from a bidder within the time set forth in these Agreement Documents all required and requested documentation, and if the City determines that a bidder is not qualified to perform the work required by the Agreement Documents, and if the City elects to not award the Agreement to that bidder, the City will promptly return that bidder's bid security, if security was provided.

The City's decision(s) shall be final.

PREFERENCE TO LOCAL BIDDERS

City of Vallejo ordinance 3.20.230 states in part:

In bidding for, or letting contracts for purchase of materials, equipment, services and public works projects, whether by formal bid, by open market procedure pursuant to Section 3.20.100 of this code or, by competitive proposal pursuant to Section 3.20.110 of this code, the purchasing agent shall give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed ten thousand dollars for purchases in amounts of ten thousand dollars or more.

PRE-AWARD CONFERENCE

The apparent lowest responsible bidder(s) may be required to attend a pre-award conference at a mutually acceptable time, at which the requirements of the Supplies & Equipment Purchase or Services Agreement will be reviewed. At that time, samples of forms and reports will be submitted by the bidder for final approval.

AGREEMENT

Bidder shall include a brief statement acknowledging bidder's willingness to accept the City of Vallejo's standard Supplies & Equipment Purchase or Services Agreement, as is, without modifications, attached as Exhibit 1 to this IFB. If bidder is not willing to acknowledge willingness, please do not submit a response to this IFB for consideration.

INSURANCE

Bidder shall demonstrate that they can meet the City of Vallejo's insurance requirements and warrants that they will require and verify that any/all subcontractors utilized (if any) can meet and maintain the insurance requirements. Please provide a statement acknowledging the aforementioned, and bidder's willingness and ability to obtain the

minimum scope and limits of insurance as set forth in Exhibit C to the City's standard Supplies & Equipment Purchase or Services Agreement, attached hereto as Exhibit 1.

Upon award, bidder shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

The City may withdraw its award(s) and/or subsequently cancel the pending Supplies & Equipment Purchase or Services Agreement if the certificates of insurance and endorsements required are not provided prior to execution of the Agreement.

TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

All Vendors/Service Providers providing goods or services to the City of Vallejo must submit a current version of Internal Revenue Service Form W-9 to the City.

EMERGENCIES AND DECLARED DISASTERS

In the event of an emergency and/or declared disaster by the City Manager, or if any portion of the City of Vallejo is declared a disaster area by the county, state or federal government, the Supplies & Equipment Purchase or Services Agreement may be subjected to unusual usage. The Vendor/Service Provider shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Vendor/Service Provider shall apply to servicing the City's needs regardless of the circumstances. If the Vendor/Service Provider is unable to supply the goods/services under the terms of the Supplies & Equipment Purchase or Services Agreement due to a disruption in its chain of supply or service, the Vendor/Service Provider shall provide proof of such disruption which may include, but not be limited to, a copy of the notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

"PIGGYBACK-ABLE" AGREEMENT

If mutually agreeable to both parties, the use of any resulting Supplies & Equipment Purchase or Services Agreement may be extended to other government agencies, with the understanding that all terms and conditions as specified herein shall apply. However, the City of Vallejo will not be an agent, partner or representative of any other government agency as it relates to this provision and is not obligated nor liable for, including, but not limited to, any payment for any order(s) placed by any other government agency.

BID PROTESTS

Bid protests must be filed and maintained in accordance with the provisions of the City of Vallejo Municipal Code. Bid protests that do not comply with the Vallejo Municipal Code shall be invalid and shall not be considered. The Vallejo Municipal Code are available at:

https://library.municode.com/ca/vallejo/codes/code_of_ordinances.

Specifically, only bidders may protest bids. All bid protests must be submitted in writing along with a non-refundable \$2,500.00 bid protest fee.

- a) All bid protests must be addressed to Director, Water Department, City of Vallejo, 202 Fleming Hill Road, Vallejo, CA 94589, re: Meter Equipment and Supplies, and received by said Director along with the non-refundable bid protest fee, by the Bid Protest Deadline. The bid protest submitted to the Director shall include one original and two complete copies. The original bid protest and two complete copies shall be transmitted to the Director via certified mail, return receipt, or hand delivery.
- b) The Bid Protest Deadline shall be the earlier of any of the following that may apply:
 - (i) If the bid protest is based on the responsiveness of a particular bid or the responsibility of a particular Bidder, the Bid Protest Deadline is 5:00 p.m. on the 4th business day after the bid opening;
 - (ii) If the bid protest is based on the City's determination that a bid is not responsive or a Bidder is not responsible, then the affected Bidder's Bid Protest Deadline is 5:00 p.m. on the 4th business day after the date of the City's notice to the affected Bidder.
- c) Additionally, the following shall apply to all bid protests:
 - (i) The written bid protest must state all facts and each legal basis for the protest.
 - (ii) The written bid protest must specifically identify each portion of each document that forms the basis for the protest and include a copy of each document.
 - (iii) The protest must include the name, address and telephone number of the person representing the protesting party.
 - (iv) Before the Bid Protest Deadline, the Bidder protesting a bid shall transmit to all other parties having a potential interest that may be

adversely affected by the outcome of the protest, a complete copy of the bid protest and all supporting documents, including but not limited to all other Bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest.

- (v) The procedures and time limits set forth in this section for Bid Protests are strictly construed and are Bidder's sole and exclusive remedy in the event of a bid protest. Bidders' failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to, the filing of a Government Code Claim or legal proceedings.
- (vi) A Bidder may not rely on a bid protest submitted by another Bidder, but must timely pursue its own bid protest.

PRE-BID CONFERENCE MEETING

- No
 Yes, attendance is optional -OR- Yes, attendance is MANDATORY

Date / Time	
Location	
Address	

BOND INFORMATION

Bid Bond	<input checked="" type="checkbox"/> Not Required	<input type="checkbox"/> Yes, Required	%
Performance Bond	<input checked="" type="checkbox"/> Not Required	<input type="checkbox"/> Yes, Required	%

Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest bidders within ten (10) days after the opening of bids. The bid security of any unsuccessful bidders will be returned after the successful bidder(s) has/have executed the Supplies & Equipment Purchase or Services Agreement. Bid security of the successful bidder will be returned when the Supplies & Equipment Purchase or Services Agreement is signed and all other Supplies & Equipment Purchase or Services Agreement award requirements have been met.

Performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be

submitted by the successful bidder(s) within ten days of the notification of intent to award the Supplies & Equipment Purchase or Services Agreement.

TIMEFRAME

Number of Days Bid is Valid:	Ninety (90) calendar days from Bid Opening
Anticipated Start Date:	01/01/2020
<input type="checkbox"/> One-Time Purchase	
- OR -	
<input checked="" type="checkbox"/> Duration of Agreement:	Not to Exceed Three and One-Half (3 1/2) Years
Agreement Renewal Information:	1 ½ Yr Agreement w/2 One-Year Renewal Options

Within ninety (90) days of bid opening, a Supplies & Equipment Purchase or Services Agreement will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids, waive informalities or minor irregularities, partially award and/or make multiple awards, as it may deem proper. The time for awarding a Supplies & Equipment Purchase or Services Agreement may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid submittal. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Vallejo City Council any time on or before the ninetieth (90th) day following bid opening. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council approves award, whichever comes last; this period, however, may be extended by mutual agreement of both parties.

BID OPENING

Bidders are invited to be present at bid opening, which will occur as soon as practicable immediately following the bid submittal deadline. Bids will be opened at the Office of the City Clerk, 555 Santa Clara Street, Vallejo, California. Bids may be inspected, once opened.

GENERAL TERMS AND CONDITIONS

1. SUPPLIES & EQUIPMENT PURCHASE OR SERVICES AGREEMENT

Notwithstanding the Integration Clause as set forth in the Supplies & Equipment Purchase/Service Agreement, the Supplies & Equipment Purchase/Service Agreement shall include all sections of and attachments and exhibits to this IFB, as well as any Addenda, Amendments, Errata, published Q&A or other requirements applicable to performance of the work and/or furnishing the products/materials and/or services specified herein. Such documents are referred to herein as the Agreement Documents, are fully incorporated herein by this reference, and are collectively referred to as the Supplies & Equipment Purchase/Services Agreement.

2. MODIFICATION OF AGREEMENT

No modification of the Agreement Documents or award shall be binding unless made in writing and signed by authorized agent of City.

3. WARRANTIES

Bidder warrants that any products/materials and/or services furnished under this Supplies & Equipment Purchase or Services Agreement shall be covered by the most favorable commercial warranties the bidder gives to any customer for such products/materials and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Agreement. Additionally, all products/materials will conform within applicable specifications given to the City of Vallejo, and will be free from defects. Products/materials which are not as warranted may be returned at bidder's expense at reasonable time after delivery, for either credit or replacement.

4. VARIATIONS IN QUANTITY / OVER SHIPMENTS

No variation in the quantity of any items called for by this Agreement will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing process and then only to the extent, if any, specified elsewhere in this Agreement.

Products/materials shipped in excess of quantity ordered may be returned at Bidder's expense.

5. CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

6. HOLD HARMLESS / PATENT GUARANTEE

Bidder shall defend, indemnify, and hold the City of Vallejo, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the bidder's or City's use of any copyrighted or non-copyrighted composition, process, patented or non-patented inventions, articles or appliances furnished or used under this order, and agrees to defend, at bidder's expense, any and all actions brought against the City of Vallejo or bidder because of unauthorized use of such articles.

The bidder shall, with respect to any bidder's standard manufacture, indemnify and hold harmless the City of Vallejo, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof.

7. TAXES

The City of Vallejo, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to any transaction, it must be so stated and excluded from the price. The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

8. LICENSES AND PERMITS

Bidder represents and warrants that bidder has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the bidder to furnish supplies and/or services under this Agreement.

If applicable, bidders shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000 et seq., known as the Contractors' License Law. The license classification required for this project is: N/A.

Without limiting the generality of the foregoing, if bidder is an out-of-state corporation, bidder represents and warrants that it possesses a valid certificate issued by the California Secretary of State pursuant to the California Corporations Code to transact business in the State of California. Additionally, the City of Vallejo requires any person or firm conducting business within the City of Vallejo to have a current City of Vallejo Business License.

9. TERMINATION OF AWARD FOR CAUSE

If, through any cause the successful bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful bidder shall violate any of the covenants, agreements, or

stipulations of the award, the City of Vallejo shall thereupon have the right to terminate the award by giving written notice to the successful bidder of such termination and specifying the effective date of termination. Notwithstanding the above, the successful bidder shall not be relieved of liability to the City of Vallejo for damage sustained by virtue of breach of the award by the successful bidder, and the City of Vallejo may withhold any payments to the successful bidder for the purpose of set-off until such time as the exact amount of damages due the City of Vallejo from the successful bidder is determined.

10. SHIPMENT/DELIVERY

All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Bidder assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products/materials and/or services deemed necessary under this Agreement. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery of products/materials and/or services procured through this IFB. Bidder agrees to notify the City department if unable to make delivery on or before any identified due dates. Periods of performance may be extended if, in the sole opinion of the City, the cause of delay justified an extension.

11. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at the destination ("ship to" address), unless otherwise stated. Risk of loss will be bidder's until delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Agreement, except where specialized inspections or tests are specified for performance solely by the City, bidder shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided pursuant to this Agreement conform to the drawings, specifications and other Agreement requirements including, if applicable, the technical requirements for the manufacturer's part numbers specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the original point shall be borne by bidder.

Shipment of any portion of the products/materials and/or services covered by this bid shall be deemed an acceptance of the terms set forth herein.

12. GLOBALY HARMONIZED SYSTEM (CLASSIFICATION/LABELING CHEMICALS)

It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous materials to each City location receiving the

material. Also, when the content of a SDS is revised, the bidder is required to provide a revised SDS to each City location receiving the material.

13. DELIVERY DATE(S)

The delivery time shall be the time required to deliver complete products/materials and/or services after the receipt of the order or award of the Supplies & Equipment Purchase or Services Agreement. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City of Vallejo, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder agrees that the delivery will be completed in the time stated assuming that the time between the bid opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the product/material and/or service is intended.

14. ASSIGNMENT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Bidder shall not assign this Agreement or any monies to become due hereunder without the prior written consent of the City of Vallejo. Any assignment, or attempt at assignment, made without such consent of the City of Vallejo shall be void.

15. EQUAL OPPORTUNITY

The successful bidder shall comply with Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, and agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap. It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990. A certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by any participating agency.

16. COMPLIANCE WITH LAWS AND REGULATIONS

The successful bidder warrants compliance with all current and future laws, rules, regulations, orders or decrees, affecting the work and bidder's performance thereof, and shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by bidder or under it, to observe and comply with all State and national laws, and County and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the

materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:

- A. **HOURS OF LABOR** – Eight hours of labor shall constitute a legal days' work, and bidder or any subcontractor under it, in the performance of the Agreement, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by bidder in the performance of the work under this Agreement, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The successful bidder shall forfeit, as penalty to the City, Fifty Dollars (\$50.00) for each workman employed by bidder or any subcontractor under bidder in the performance of the Agreement for each calendar day during which any workman is required or permitted to labor more than eight hours and for each calendar week during which any workman is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

- B. **PREVAILING WAGE** – Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Public Works Director, City of Vallejo, 555 Santa Clara Street, Vallejo, CA, which copies shall be made available to any interested party on request.

The successful bidder shall forfeit, as penalty to the City, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the Services Agreement by bidder or by any subcontractor under it, in violation of the provisions of such Labor Code.

- C. **APPRENTICES** – Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the successful bidder is required to comply with the provisions of said Section.

- E. **TRAVEL AND SUBSISTENCE PAYMENTS** – Attention is directed to the requirements of Section 1773.8 of the Labor Code of the State of California. The successful bidder shall make travel and subsistence payments to each workman needed to complete the work in accordance with the requirements in said Section 1773.8.

- F. **WORKERS' COMPENSATION** – Pursuant to the requirements of Section 1860 of the Labor Code, the successful bidder is required to secure the payment of Workers' Compensation to bidder's employees in accordance with the provisions of Section 3700 of the Labor Code. By signing the Services Agreement, the successful bidder certifies the following:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement/Contract."

Signature and return of the Services Agreement by the successful bidder shall constitute signing and filing of the said certificate.

- G. USE OF PESTICIDES – The successful bidder shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, and all other agencies which govern the use of pesticides required in the performance of the work on the Agreement.

Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.

- H. The bidder shall provide a written certification to City stating that all materials incorporated into the project are lead and asbestos free.
- I. PAYROLL RECORDS – Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number

- (a) "Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- 1) The information contained in the payroll record is true and correct.

- 2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

Note to bidder: In addition, a certified copy of all payroll records enumerated in subdivision (a) shall be furnished to the City in a format acceptable to City.
 - 3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) . . . the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division . . .
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) . . . any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or

obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated . . .

. . .

- (g) The contractor shall inform the body awarding the Contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (h) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (h) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the successful bidder of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the City of Vallejo or on any form with identical wording. The successful bidder shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the successful bidder has not submitted payrolls for itself and all subcontractors, in full compliance with all requirements of the Labor Code and these Agreement Documents, for all work performed during the monthly period ending on or before the 1st of that month, the City of Vallejo may retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the Agreement. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments

next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The successful bidder and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Supplies & Equipment Purchase or Services Agreement.

17. REPORTING REQUIREMENTS AND SANCTIONS

Failure to deliver to City specific information, records, reports, certifications, or any other documents required for compliance with these Agreement Documents shall be considered noncompliance. Successful bidders that are found by the City to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies.

18. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language meaning, unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

19. PROPRIETARY INFORMATION

All information included in bidder's proposal that is of a proprietary nature must be clearly marked as such. The City of Vallejo shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the bidder.

20. COMPETITIVENESS AND INTEGRITY

To preserve the competitiveness and integrity of the City's acquisition efforts, bidders are to direct all communications regarding this bid to the City of Vallejo Bid Contact identified in this IFB, unless otherwise specifically noted. Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the bidder's bid.

21. SEVERABILITY / GOVERNING LAW

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County, State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consents to service of process issued by such courts. If any portion of this Agreement or the application thereof to any

person or circumstance shall be held invalid, or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. PUBLIC CONTRACT CODE SECTION 9204

Said provisions are incorporated herein by reference as though set forth in full.

23. PUBLIC CONTRACT CODE SECTION 20104, et. seq.

Said provisions are incorporated herein by reference as though set forth in full.

24. AGREEMENT TERM/PERIOD

The bid pricing shall be firm for fiscal year 2020 through fiscal year 2021. The proposed Supplies & Equipment Purchase or Service Agreement to be awarded will be for an initial term of one and ½ years (January 1, 2020 to June 30, 2021) with two (2) one-year extension options, contingent upon authorized funding, for a total Agreement term of three and one-half (3 ½) years.

ATTACHMENT 1
BID WORKSHEET

The undersigned hereby proposes to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with this Invitation for Bid, its General Terms and Conditions, and the standard Supplies & Equipment Purchase or Services Agreement, which are made a part of this offer.

The undersigned understands that the quantities are estimates only and subject to increase or decrease over the potential three and one-half (3 ½) year agreement. **The City will place orders for the goods and/or services on an as-needed basis.** The following quantities are the City's anticipated requirements for one fiscal year. Vendors are to provide the proposed manufacturer and model numbers below each bid item in the space provided.

All pages of the City of Vallejo Invitation for Bid (IFB), including but not limited to all Exhibits and Attachments and the General Terms and Conditions, are incorporated by reference into this IFB for all purposes.

In order for a bid to be valid, all aspects of the Bid Worksheet must be filled out completely; an incomplete Bid Worksheet is grounds for bid rejection.

This form must be signed and included in the Bid Package to be submitted to the City Clerk's Office on or before the date specified for consideration.

CLOSE DATE: October 16, 2019, at 2:00 p.m.

BID ITEMS

NOTE: The quantities identified are approximate, and are used as a basis for the comparison of bids. In case of discrepancy between the written prices and the numerical prices, the written prices shall prevail. In case of discrepancy between the unit prices and the total, the unit prices shall prevail.

**ALL MATERIALS PURCHASED BY THE CITY OF VALLEJO
TO BE USED FOR ITS DRINKING WATER UTILITY
MUST MEET NSF 61 STANDARDS.**

**BID WORKSHEET (CONT)
METERS & SUPPLIES**

Approximate meter quantities*:

<i>Water Meters 3/4"short to 2 " PD</i>	
<i>Size</i>	<i>Number of meters</i>
3/4" short	33,630
1"	3,330
1.5"	530
2"	558

ITEM 1 of Technical Specifications: REGISTERS

No.:	Quantity	Description	Unit Price	Extension
1.		Registers		
		TOTAL		\$

ITEM 2 of Technical Specifications: METERS (Positive Displacement)

No.:	Quantity	Description	Unit Price	Extension
1.		5/8" / 3/4"		
2.		3/4"		
3.		1"		
4.		1 1/2"		
5.		2"		
		TOTAL		\$

ITEM 3 of Technical Specifications: METERS (Turbine Meters)

No.:	Quantity	Description	Unit Price	Extension
1.		1 1/2"		
2.		2"		
		TOTAL		\$

ITEM 4 of Technical Specifications: METERS (Solid State)

No.:	Quantity	Description	Unit Price	Extension
1.		3/4" (Short)		
2.		1"		
3.		1 1/2"		
4.		2"		
		TOTAL		\$

*We will consider replacing 10% of total meters with solid state meters.

BID WORKSHEET SIGNATURE PAGE

Total bid amount per Bid Worksheet (all Groups) is \$_____.

Pricing shall remain constant until June 30th of the fiscal year 2021.

A percentage price increase shall be allowed for subsequent fiscal years for the Agreement duration, *if necessary*. Notwithstanding the anticipated price increases provided, in the event of a price decline, the benefit of such lower prices shall be immediately extended to the City of Vallejo.

Provide anticipated percentage price increase* for future fiscal years of this potential three and one-half (3 ½) year Agreement.

FY 2019-20: __0%__ (1/2 year)

FY 2020-21: __0%__

FY 2021-22: _____

FY 2022-23: _____

*Bidders must provide anticipated percentage increase in order to accurately assess total bid amount / Agreement evaluation. Bidders not providing this detail will be considered non-responsive and will not be considered for award.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

EMAIL ADDRESS _____

NAME & TITLE OF BIDDER _____

SIGNATURE _____

DATE _____

ATTACHMENT 2

SPECIFICATION DEVIATION STATEMENT

Bidder advises that bidder's item deviates from requested specifications:

- Bidder attaches a detailed statement in support of the substitution offered.
 - Substitution product specifications are attached
(Bidder's name and Bid Number are identified on attachment)
 - Substitution product specifications are not attached.
- Bidder does not provide a detailed statement in support of the substitution offered and acknowledges said absence binds bidder to the specifications as written herein.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

EMAIL ADDRESS _____

NAME & TITLE OF BIDDER _____

SIGNATURE _____

DATE _____

ATTACHMENT 3

ADDITIONAL REQUIRED INFORMATION

1. Do you offer a prompt payment discount for purchases made by the City of Vallejo?
2. Do you have the ability to accept electronic payments (EFT)? _____
 - a. If yes, the discount offered for using EFT: _____
3. Q&A Information was reviewed and incorporated in the bid response.
 N/A (None Posted) Yes (Q&A Set No. ____)
4. Addenda are acknowledged and incorporated in the bid response.
 N/A (None Posted) Yes (Addenda No. ____)
5. Bid Bond
 N/A (None Required) Yes (Required/Submitted with Bid)

ATTACHMENT 4
SPECIAL PROVISIONS
AND
TECHNICAL SPECIFICATIONS

Special Provisions:

Guarantee

- a. The manufacturer and/or dealer delivering the products against these specifications shall guarantee that the products meet the minimum requirements set forth herein. If it is found that the product delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the products into full compliance with all of the requirements set forth in this specification within 30 days of delivery shall constitute cause for rejection of the products. In case the product is rejected, it shall be removed promptly from the City's premises at the manufacturers and/or dealer's expense. The manufacturer and/or dealer delivering the products will use only the manufacturer and the brand/models specified in the bid.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

Technical Specifications:

ITEM 1: REGISTERS

Absolute Encoder Type Registers – Quoting vendors shall supply absolute encoder type LCD display registers for all meter sizes and types, including solid state meter registers.

General Description

Registers furnished under these specifications shall be the product of a manufacturer with at least ten (10) years' experience in the manufacture of absolute encoder-based registers. The registers shall have the capability of providing encoded meter information as described in the following specification. Specifications for the required cold-water meters can be found below in separate specifications. Registers that provide low-voltage conversions are acceptable; however, registers utilizing generator pulses, light or solar power to activate the register read are not acceptable under this standard.

Construction

Registers shall be of the absolute encoder type and permanently hermetically-sealed to provide protection from moisture, high strength, and resistance to handling damage. Similar size, type and registration of registers shall be interchangeable on all mechanical meters. Registers shall be equipped with a hinged lid to completely protect the register lens.

All registers must be removable without disassembly of the water meter. Registers must be free of opening to protect the internal electronics of the register.

Registers shall be equipped with lead indicator. Registers shall read in cubic feet with the exception of flow rate that shall display gallons per minute (gpm). The register is independent of the meter; therefore, the register's Manufacture Date and Identification Number shall be printed on the face of the register. The manufacturer of the meter and register shall provide meter serial numbers with barcodes on the meter, register lid, and shipping box. In addition, the contractor will supply for each shipment an electronic spreadsheet providing meter serial numbers for the City to expedite tracking and inventory purposes.

The Absolute Encoder Register output shall be a factory-potted Nicor, Inc. Hydroconn® AMR Series III In-Line male connector with female metal contacts and Hydroconn® AMR II End Cap (no substitute). The register cable shall be Nicor's three (3) conductor cable and measure 36" long from surface of the register to the end of the connector for all meter sizes and types.

Operation

Upon inquiry from a remote location, the Absolute Encoder Register shall disclose the exact position of the eight (8) most prominent numbers on LCD Display. All power necessary for data transmission shall be supplied from the interrogation device. All registers shall be fully compatible with Endpoints using Sensus UI1203 protocol.

All registers shall have the ability to be reprogrammed to different meter sizes and meter types of the same manufacturer. The registers shall have the ability to reset read to zero by City staff. All register exceptions/alarms must have the ability to be captured in various AMI systems through the end point. These exceptions/alarms are to include minimum of register removal, magnet tampering, reverse flow and low register battery.

Data transmission shall be instantaneous and supplied in an ASCII format without conversion or modification. Registers must operate reliably down to at least 4.5 volts.

As to the “pin-out connection,” when the meter side connector is viewed end-on with the molded arrow at the 12 o’clock position, the contacts occupy the 2, 6, and 10 o’clock positions.

<i>O’Clock Position</i>	<i>Function</i>
2	Power/Clock
6	Ground/Common/Return
10	Encoder Data

Warranties

All encoded registers shall be free from defects in materials and workmanship for twenty (20) years from the date of purchase, pro-rated after the first ten (10) years.

METERS

ITEM 2: POSITIVE DISPLACEMENT TYPE METERS (5/8” TO 2”)

General Description

Meters furnished under these specifications shall be the product of a manufacturer with at least ten (10) years’ experience in meter manufacturing for the American market. Meters shall be new, first-line quality, positive displacement-type cold water service meters with sealed registers for measuring potable water below 80 degrees F in residential services. Meters must be of the oscillating piston or nutating disc type. Multi-jet and single-jet meters are not acceptable under this specification. Meters shall comply with AWWA Standard C700 (latest revision) and the minimum specification herein. Any low-lead bronze shall not have less than 85% copper content. In addition, meter manufacturers will meet all guidelines established by California Assembly Bill 1953 (AB1953) and NSF/ANSI Standard 61 Annex F and Annex G requirements.

Cases

5/8” through 1”: All meters 5/8” through 1” shall have a NSF-approved, low lead bronze outer main case body with a separate, removable measuring element. The low lead bronze case shall not have less than 85% copper content. The meter case casting shall have raised characters denoting the meter size and the direction of water flow. The casting shall be permanently marked with the serial number of the meter in a manner so that the number is easily read from above. All bottom plates shall be isolated from the potable water by a full rubber liner. Meters shall be provided with bronze bottom plate and held in place with stainless steel bolts with integral washer heads. Cases must be capable of withstanding working pressures of one hundred fifty (150) psi. Thread protectors shall be supplied for the connection ends.

1 ½” through 2”: All meters 1 ½” through 2” shall have a body main case made of high quality copper alloy, with a separate, removable measuring element. The meter casting shall have raised characters denoting the meter size and the direction of water flow. The casting shall be permanently marked with the serial number of the meter in a manner so that the number is easily read from above. Meters shall be of split case design. Meter shall include test plug.

Length

Meters must conform to AWWA C700 Standard (latest revision). The laying length of positive displacement-type meter shall be as follows:

METER SIZE	METER LAY LENGTH	TEST PLUG
5/8” X 3/4”	7 ½”	n/a
3/4”	9”	n/a
1”	10 ¾”	n/a
1 ½”	13”	1” NPT
2”	17”	1” NPT

Register Housings

Register housing shall be constructed of an engineered polymer and provide full protection of the register assembly. Registers shall comply with AWWA C700 Section 4.1.3 performance requirements (latest revision). Register assemblies shall be secured to the main case in a tamper-resistant fashion to prohibit unauthorized removal. Seal screws, tamper-resistant plugs, tamper-proof screws, or locked devices are acceptable.

Measuring Chambers

The measuring chamber shall be of the two-piece oscillating piston or nutating disc design. No inferential-type meters will be allowed. Chambers shall be manufactured from an engineered polymer. Chambers shall be separate from the outer casing and so secured in the main case that the accuracy of the meter will not be affected by any distortion of the case. All wear-prone surfaces shall be reinforced with a nylon material. All measuring chamber assemblies shall operate smoothly and be capable of sustaining long-term accuracy. All motion from the piston shall be transferred to the register via magnetic drive. Piston oscillations or disc nutations must not exceed the figure recommended in Table 1 (one) of AWWA Standards C700 (latest revision) for the size of the meter being bid.

Registration Accuracy

All meters shall meet or exceed the following flow requirements:

Meter Size	Low Flow GPM @ 95%	Normal Flow GPM 98.5% - 101.5%	Continuous Flow GPM
5/8"	1/4	1/2 – 20	15
3/4"	1/4	3/4 – 30	15
1"	3/4	1 – 50	25
1 1/2"	1 1/2	2.5 – 100	50
2"	2	2.5 – 160	80

Magnetic Coupling

The piston oscillations will be transferred to the sealed register through the use of a magnetic coupling. Meters with stuffing boxes, spindles, and packing glands will not be acceptable.

Head loss

Meters shall conform to AWWA C700 specifications (latest revision).

Pressure Capability

Meters shall operate up to a working pressure of 150 psi without damage or leakage. Accuracy shall not be affected by pressure variation up to 150 psi.

Strainers

All meters shall be provided with a strainer screen installed in the meter. Strainer screens shall be rigid, fit securely, be easy to remove, and have an effective straining area at least two (2) times that of the main case inlet.

Warranties

Meters shall be warranted by the manufacturer to meet AWWA new meter accuracy standards according to the following time periods and registered usage amounts, whichever occurs first:

Meter Size	Years Guaranteed	Registered Usage
5/8"	Five (5) Years from date of shipment	750,000 US Gallons
3/4"	Five (5) Years from date of shipment	750,000 US Gallons
1"	Five (5) Years from date of shipment	1,100,000 US Gallons
1 1/2"	Five (5) Years from date of shipment	1,600,000 US Gallons
2"	Five (5) Years from date of shipment	2,100,000 US Gallons

ITEM 3: TURBINE TYPE METERS (1 ½" AND 2")

General Description

Meters furnished under these specifications shall be the product of a manufacturer with at least ten (10) years' experience in meter manufacturing for the American market. Meters shall be new, first-line quality, turbine-type for cold-water service. Meter sizes shall be inclusive and shall comply with the Class II AWWA Standard C701 (latest revision) and the minimum specification herein. Any low lead bronze shall not have less than 85% copper content. In addition, meter manufacturers will meet all guidelines established by California Assembly Bill 1953 (AB1953) and NSF/ANSI Standard 61 Annex F and Annex G requirements. They shall be designed for use with potable water below 80 degrees F.

Cases

The body main case shall be of bronze composition of a high-tensile strength or epoxy-coated ductile iron and be capable of resisting distortion under pressure up to one hundred fifty (150) psi. All meters shall have the size and direction of flow indicated on the case and shall be designed for easy removal of all interior parts without disturbing the connections to the pipeline. Meter shall include test plug.

Length

METER SIZE	METER LAY LENGTH	TEST PLUG
1 ½" w/Strainer	13"	1" NPT
2" w/Strainer	17"	1 1/2" NPT

Register Housings

The register housing shall be constructed of an engineered polymer and provide full protection of the register assembly. Register assemblies shall be secured to the main case in a tamper-resistant fashion to prohibit unauthorized removal. Seal screws, tamper-proof screws, or other locking devices are also acceptable.

Measuring Chambers

The measuring elements or chamber for all meters shall be of engineered polymer and shall be separate from the case and easily detached and removed therefrom.

Rotor spindles shall be of tungsten carbide, stainless steel or titanium alloy supported by radial bearings made of polytetrafluoroethylene (PTFE) graphite compounds, synthetic sapphire, or sapphire/ceramic jewel.

Registration Accuracy

All turbine-type meters shall meet or exceed the AWWA latest standard, as follows:

Meter Size	Normal Flow GMP 98.5% - 101.5%
1 1/2"	4 – 120
2"	4 – 190

Strainers

Integrally-cast stainless steel plate-type strainers are required, with the option to order 2" turbine meter without strainer. Two inch (2") turbine meter without strainer must have a lay length of 10". Strainers shall be rigid, and have an effective straining area at least double that of the meter main case inlet. Strainer connections shall conform to the main case and shall be accompanied by gaskets, bolts and nuts.

Rotors

The measuring impellers, vanes or rotors for all meters shall be polypropylene, nylon, hard rubber or engineered polymers and shall be mounted on a horizontal axis in the center of the measuring element with rotations of the turbine transmitted to the register by means of magnets. Straightening vanes of corrosion-resistant material as required shall precede the rotor.

Warranties

At a minimum, all meters shall carry the following published warranties: Meters shall be guaranteed to be free from defects in materials and workmanship for a period of five (5) years and to meet AWWA Accuracy Standards for five (5) years from date of shipment.

ITEM 4: SOLID STATE METER SPECIFICATION

General

All cold water meters (solid state type 5/8" X 3/4", 3/4" and 1") shall meet or exceed the accuracy requirements specified in the "Standard Specifications for Cold-Water Meters" C715 Type 1 latest revision issued by AWWA.

Lead Free

All water meters shall be compliant with NSF/ANSI 61, which exceeds the requirements of NSF/ANSI 372 that became effective January 2014. Meters shall be made of "lead free" brass or stainless steel.

Measurement Technology

The measurement technology shall use ultrasonic or electromagnetic sensors featuring no moving parts. The meters shall be designed in such a way that the sensor and electronics make no contact with the fluid. The electronics (which includes but is not limited to PCBs, transducers, magnetic coils, LCDs, and battery) shall be warranted for twenty (20) years; ten (10) year full replacement at no charge and ten (10) year prorated cost at the current list price.

Meter Size, Length

5/8" X 3/4" Meters (residential applications) shall have a lay length of 7.5"

3/4" Meters (residential applications) shall have a lay length of 7.5"

1" Meters shall have a lay length of 10 3/4"

1.5" Flanged Meters shall have a lay length of 13"

2" Flanged Meters shall have a lay length of 17"

Meter Case

The meter main case shall be certified as lead free brass or shall be 316 stainless steel. The threads on the unit shall not be susceptible to cross-threading, and shall be able to withstand a maximum torque of eighty foot pounds. The case shall have a burst rating of no less than one thousand PSI and have a standard operating pressure of 150 PSI. The case shall also have a minimum specification of side torque end to end of thirty foot pounds. The serial number shall be displayed in a permanent location on the register. Meter markings shall indicate size, model, direction of flow, and NSF 61 certification. There shall be no corrosive materials used that comes in contact with any mounting hardware or atmosphere.

Registers shall be equipped with a hinged lid to completely protect the register Measuring Chamber Assembly. The measuring chamber shall have no moving parts. All sensors shall be completely separate of the fluid, and coatings and water quality shall not affect measurement accuracy. The pressure drop at maximum flow shall be no greater than seven and one half psi. The measurement shall operate over a range of 32-140 degrees F and provide the maximum and minimum temperature of the fluid.

Electronic Register

The solid state meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The register shall provide at least a 9-digit visual registration at the meter and shall be programmable to display the units from non-fractional units to a minimum of three decimal place resolution. The register shall have a validation mode where the register is updated in no less than one second increment. The meter shall be programmable to read in cubic feet, with the exception of flow rate that shall display gallons per minute (gpm). The registers shall have the ability to reset read to zero by City staff. The Absolute Encoder Register output shall be a factory-potted Nicor, Inc. Hydroconn®

AMR Series III In-Line male connector with female metal contacts and Hydroconn® AMR II End Cap (no substitute). The register cable shall be Nicor's three (3) conductor cable and measure 36" long from surface of the register to the end of the connector for all meter sizes and types. The register unit shall either have an integrated radio or be capable of sending encoded output to an external RF transmitter via the UI-1203 protocol. The encoded cable must support industry standard connections.

The register shall have an integral data logger that logs 460 daily flows, 36 monthly flows, and the last 50 alerts. The system shall visually alert the following on the LCD screen: leak and burst alerts on the customer side, tampering with the meter, dry measurement chamber, and reverse flow. The system shall easily allow for field changes of units, volume resolution, and time.

Environmental

The solid state meter must feature fully-potted electronics and battery as well as carry an IP68 rating for submersion in flooded meter pits.

Accuracy

Meter manufacturer's solid state meters shall exceed AWWA C715 Type 1 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory. Maximum permissible error should fall in accordance to AWWA C715 Type 1 $\pm 3.0\%$ in extended low flow range and $\pm 1.5\%$ in normal and high flow range. The minimum start flow range should measure at .015 GPM for 5/8", 5/8" X 3/4", and 3/4" meter sizes. The minimum start flow range should be .04 GPM for 1" meter size, .06 for 1.5" meter size and .1 for 2" meter size.

Warranty

All meters shall have a two year warranty for defects in Materials and Workmanship, a twenty year battery warranty that is a full warranty for ten years and a prorated warranty for the next ten years, as well as a new meter accuracy warranty of twenty years with ten years a full warranty and the next ten years prorated. All warranties shall not have any water quality conditions attached to them. The electronics (which includes but is not limited to PCBs, transducers, magnetic coils, LCDs, and battery) shall be warranted for twenty (20) years; ten (10) year full replacement at no charge and ten (10) year prorated cost at the current list price.

EXHIBIT 1

SUPPLIES & EQUIPMENT PURCHASE OR SERVICES AGREEMENT

SUPPLIES AND EQUIPMENT PURCHASE AGREEMENT

This Supplies and Equipment Purchase Agreement ("Agreement") is made at Vallejo, California, dated for reference this _____ day of December, 2019, by and between the City of Vallejo, a municipal corporation ("City"), and _____, a _____ corporation, hereinafter referred to as "Vendor," who agree as follows:

- 1. Products.** Subject to the terms and conditions set forth in this Agreement, Vendor shall provide the City products as specified (but not limited to) in Exhibit A, entitled "Supplies and Equipment."
- 2. Payment.** City shall pay Vendor for materials rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Price." The payments specified in Exhibit B shall be the only payments to be made to Vendor for materials rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Vendor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing products pursuant to this Agreement.
- 4. Indemnification.** Vendor shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Vendor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Vendor's operations, or any subcontractor's operations, to be performed under this agreement for Vendor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

- 5. Insurance Requirements.** Vendor agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements." Failure to maintain required insurance at all times shall constitute a default and material breach.
- 6. Accident Reports.** Vendor shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing

injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Vendor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Vendor's family, business, real property or financial interests and the materials to be provided under this Agreement. Vendor shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Vendor's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Vendor shall disclose such conflict in writing to City.

8. Licences, Permits, Etc. Vendor represents and warrants to City that all Vendor materials shall be provided by a person or persons duly licensed by the State of California to provide the type of materials to be performed under this Agreement.

9. Business License. Vendor, and its subcontractors, has obtained or agrees to apply prior to performing any materials under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Vendor until such business license(s) has been obtained.

10. Standard of Performance. Vendor shall provide all materials required pursuant to this Agreement in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Vendor's profession currently practicing in California.

Vendor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Vendor's responsibilities under this section shall not be delegated. Vendor shall be responsible to City for acts, errors, or omissions of Vendor's subcontractors.

11. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or

stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Vendor is unable to meet the completion date or schedule of materials, Vendor shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

12. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

13. Term. The term of this Agreement shall commence upon issuance of purchase order and shall continue in full force and effect until June 30, 2021.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one (1) year, by written notice to Vendor. The total duration of this Agreement, including the exercise of any options under this section, shall not extend beyond June 30, 2023.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Vendor agrees to terminate any materials supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

14. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate this Agreement by giving notice to Vendor. Upon receipt of a notice of termination, Vendor shall provide not materials except as specified in the notice. Before the date of termination, Vendor shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Vendor for materials performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all materials or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for materials performed shall be based on an amount mutually agreed to by City and Vendor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Vendor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

15. Assignment and Subcontracting. Vendor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

16. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

17. Non-Discrimination/Fair Employment Practices. Vendor shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Vendor warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials, supplies or equipment.

18. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Mike Malone, Director, Water Department
City of Vallejo
202 Fleming Hill Road
Vallejo, CA 94589

If to Vendor: XXX
XXX
XXX
XXX

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Vendor will comply with all statutes, regulations and ordinances in the performance of all materials under this Agreement.

32. News and Information Release. Vendor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

33. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

34. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

35. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

36. Authority. The person signing this Agreement for Vendor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Vendor.

37. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Supplies and Equipment," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

a _____ corporation

CITY OF VALLEJO,
a municipal corporation

By: _____
Name
Title

By: _____
Greg Nyhoff
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

Mike Malone
Water Director

APPROVED AS TO FORM:

Claudia Quintana
City Attorney

APPROVED AS TO INSURANCE:

Erika Leahy
Risk Manager

EXHIBIT A

SUPPLIES AND EQUIPMENT

1. **Representatives.** The City Representative for this Agreement is:

Oscar Alcantar, Distribution Superintendent
Water Department, City of Vallejo
111 Amador Street
Vallejo, CA 94590
(707) 648-4105 / oscar.alcantar@cityofvallejo.net

The Consultant's Representative for this Agreement is:

XXX
XXX
XXX
XXX
XXX

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. **Supplies and Equipment to be Provided.** The supplies and equipment provided shall be (but is not limited to) the items in Attachment A to Exhibit A.

ATTACHMENT 1 TO EXHIBIT A

[To Be Inserted]

EXHIBIT B

Compensation

1. **Vendor's Compensation.** City agrees to pay Vendor, at the price(s) specified in Attachment 1 to Exhibit A, a total amount not to exceed [Example: Forty Thousand Dollars and 00/100 (\$40,000.00)].

2. **Invoicing.** Invoices must be submitted in triplicate, itemized as to quantity, part number, and description. In addition, invoices must show the name of the department, division, or section to which the material was delivered, and the City of Vallejo Purchase Order Number.

All delivery tickets must have a description of the commodity delivered. Mail invoices to the accounts payable section of the department and to the address, as noted on individual purchase orders. Delivery tickets and packing slips will contain the same information as the invoice. All pack slips and delivery tickets must include the receiving employee signature and printed name.

All prices shall be F.O.B. destination, address 111 Amador Street, City of Vallejo.

3. **Payment.** Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

Request for payment shall be sent to:

Oscar Alcantar, Distribution Superintendent
Water Department, City of Vallejo
111 Amador Street
Vallejo, CA 94590

4. **Accounting Records of Vendor.** Vendor shall maintain for three (3) years after completion of all materials hereunder, all records under this Agreement, including, but not limited to, records of Vendor's direct salary costs for all Materials and Additional Materials performed under this Agreement and records of Vendor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Vendor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Vendor under this section shall survive this Agreement.

5. Taxes. Vendor shall pay, when and as due, any and all taxes incurred as a result of Vendor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6. Taxpayer Identification Number. Vendor shall provide City with Vendor's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of materials hereunder by the Vendor, their agents, representatives, or employees or subcontractors.

1. Minimum Limits of Insurance. Vendor shall maintain limits no less than:

A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. (IF VENDOR IS DELIVERING ITEM THIS IS REQUIRED. IF ITEM IS SHIPPED REMOVE THIS SECTION.)

C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Vendor is not subject to California Workers' Compensation requirements, Vendor shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder. (IF AUTOMOBILE LIABILITY IS REQUIRED THEN THIS SECTION IS ALSO REQUIRED. IF AUTOMOBILE LIABILITY IS NOT REQUIRED, REMOVE THIS SECTION)

2. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions.

A. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to the equipment provided pursuant to this Agreement, the Vendor's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Vendor's performance under this Agreement. (REMOVE THIS SECTION IF WORKERS' COMPENSATION IS NOT REQUIRED)

4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

5. Verification of Coverage. Vendor shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

6. Subcontractors. Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. Payment Withhold. City will withhold payments to Vendor if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Vendor otherwise ceases to be insured as required herein.