

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 8th day of May, 2019, by and between the City of Livermore ("City"), a municipal corporation, and SNF Polydyne Inc. ("Contractor"), a Delaware corporation.

RECITALS

City requires services to supply and deliver dewatering polymer to the Livermore Water Reclamation Plant.

Contractor warrants it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these warranties to retain Contractor.

AGREEMENT

NOW, THEREFORE, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Contractor.** City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Contractor shall provide services to supply and deliver dewatering polymer to the Livermore Water Reclamation Plant as more particularly set forth in Exhibit "A" (collectively "the Services").
4. **Contractor's Responsibilities.** Contractor shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;
 - (d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

- (e) Comply with all laws in effect that are related to Contractor and the Services;
- (f) Coordinate the Services with Jimmie Truesdell, Water Resources Operations Manager ("Project Manager"), or such other person designated as the Project Manager by City;
- (g) Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;
- (h) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;
- (i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;
- (j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,
- (k) Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor.
- (l) If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.
- (m) Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of \$440,000.00 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

(b) City shall pay Contractor no later than 30 days after City receives a written invoice from Contractor and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on July 1, 2019 and terminates upon the completion of Services or June 30, 2021, whichever occurs first. This Agreement may be extended for two additional one-year terms by mutual written agreement of the parties. In the event that Contractor requests an increase to the annual not-to-exceed price or the unit price in Exhibit A, which is more than the percentage increase in the Consumer Price Index (CPI) for all urban customers in the San Francisco-Oakland-Hayward area, Contractor shall provide City with written documentation supporting the price increase, including market conditions, polymer index and/or other similar factors. In no event shall a price increase result in more than a 10% increase from the prior annual not-to-exceed price and/or the prior annual unit price. In the event that Contractor offers polymer to another governmental entity within a 100 mile radius of City at a lower price than set forth in this Agreement, Contractor shall notify the City within 30 days of the lower price and provide the polymer to City at the same lower price.

7. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by

any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Indemnity and Defense.

(a) **Definitions.** When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Contractor relies to meet the obligations of, or perform work pursuant to, this Agreement. Although it is possible, this Agreement does not anticipate that Contractor will be relying on the services of Design Professional or any professional to perform this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Contractor relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional. This Agreement contemplates that Contractor will be relying on the services of a Non-Design Professionals to perform this Agreement.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Contractor's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) **Non-Design Professional Services.** Contractor shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) **Design Professional Services.** For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Contractor shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) **Mixed Services.** If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Contractor shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

12. **Insurance.** Contractor shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. **Acceptance of Final Payment.** Contractor's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. **Acceptance of Work.** City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

15. **Conflict of Interest.** Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. **Economic Disclosure.** Contractor shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Contractors' financial interest. While it is Contractor's sole responsibility to evaluate its conflicts of interest, the Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. **Non-Exclusive Agreement.** This is a non-exclusive agreement. City reserves the right to provide, and to retain other Contractors to provide, services that are the same or similar to the Services described in this Agreement.

18. **No Assignment.** Contractor shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Contractor constitutes an assignment.

19. **Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Contractor must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. **Construction of Language.** The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. **Entire Agreement; Modification.** This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. **Notice.** Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Jimmie Truesdell
 City of Livermore
 101 W. Jack London Blvd.
 Livermore, California 94551

TO CONTRACTOR: Attention: Boyd Stanley
 Polydyne Inc.
 One Chemical Plant Road
 Riceboro, GA 31323

23. **Waiver.** Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. **Severability.** If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. **Counterparts.** This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.


CONTRACTOR:


By: Boyd Stanley
Title: Vice-President

Dated:

4/17/19

CITY OF LIVERMORE:


Marc Roberts
City Manager

Dated:

5/8/2019

APPROVED AS TO FORM:


Assistant/City Attorney

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

EXHIBIT A
SCOPE OF WORK

SCOPE

CONTRACTOR shall provide all necessary labor, equipment, vehicles, supplies, and materials to provide the following service:

1. Supply and deliver CLARIFLOC WE-1196 dewatering polymer to the Livermore Water Reclamation Plant (WRP) located at 101 West Jack London Boulevard in Livermore, California.

TERMS AND CONDITIONS

1. CONTRACTOR shall deliver polymer to the WRP within 14 days of order.
2. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received.
3. CONTRACTOR or representative must notify CITY staff upon reaching the WRP so that CITY staff may verify the product being delivered.
4. CONTRACTOR or representative shall connect the delivery truck to the WRP tank and safely discharge polymer in to the WRP tank.
5. CONTRACTOR or representative shall clean any spillage of polymer generated during the filling process.
6. CONTRACTOR or representative shall provide a weight tag to CITY for each delivery.

COMPENSATION

1. CITY shall compensate CONTRACTOR at the rate of **\$1.22 per wet pound**.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$5,000,000 per occurrence/\$10,000,000 aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance 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.
2. Automobile Liability:
\$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Statutory limits as required by the State of California including \$2,000,000 Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Pollution Liability:
\$2,000,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor'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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

CITY OF LIVERMORE

REQUEST FOR BID #4214

FOR: LIQUID CATIONIC POLYMER

NOTICE TO BIDDERS

Notice is hereby given that the City of Livermore invites sealed bids for **LIQUID CATIONIC POLYMER**. Each bid shall be in accordance with the conditions and specifications on file in the office of the **Purchasing Specialist, 1052 South Livermore Avenue, Livermore, California 94550**, copies of said conditions and specifications may be obtained at: www.publicpurchase.com website or <https://www.publicpurchase.com/gems/livermore,ca/buyer/public/home> at no charge. Vendors must register to be a vendor under the City of Livermore.

Each bid shall be in accordance with the conditions and specifications on file in the office of the **Purchasing Assistant, 1052 South Livermore Avenue, Livermore, California 94550**, where copies of said conditions and specifications may be inspected or obtained at no charge. All bids must be on the form provided, enclosed in a sealed envelope and **clearly identified with bid title, name of bidder and date of bid opening** to preclude premature opening of bid.

Sealed bids shall be delivered to: Leslie Young, Purchasing Specialist at the above indicated address on or before **2:00 P.M., FRIDAY, APRIL 12, 2019. NO LATE BIDS WILL BE ACCEPTED.**

The City of Livermore reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. The City's bidding preference is based on "Best Value" not "Lowest Bidder" for the best interest of the City.

Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

PUBLISHED: MARCH 29, 2019

CLOSING: APRIL 12, 2019

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**



**City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550**

**REQUEST FOR BID #4214
FOR: LIQUID CATIONIC POLYMER**

PUBLISHED: MARCH 29, 2019

CLOSES: APRIL 12, 2019

SUBMIT TO:

**CITY OF LIVERMORE
LESLIE YOUNG, PURCHASING SPECIALIST
1052 S. LIVERMORE AVE.
LIVERMORE, CA 94550**

ON OR BEFORE: APRIL 12TH, 2019 AT 2PM

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**

GENERAL TERMS & CONDITIONS

1. Notice is hereby given that the City of Livermore, Alameda County, California, will receive sealed bids for **LIQUID CATIONIC POLYMER**.
2. Each bid shall be in accordance with specifications and sample agreement on file in the office of the Purchasing Specialist, City of Livermore, 1052 S. Livermore Avenue, Livermore, California 94550, copies of said conditions and specifications may be obtained at: [www. Publicpurchase.com](http://www.Publicpurchase.com) website or <https://wwwpublicpurchase.com/gems/livermore.ca/buyer/public/hom> at no charge. Vendors must register to be a vendor under the City of Livermore and to receive all addendums.
3. **Each Bid shall be sealed and filed with the said Purchasing Specialist at 1052 S. Livermore Avenue, Livermore, CA 94550 prior to 2:00 PM, FRIDAY, April 12, 2019. It is the bidder's responsibility to ensure that bids are received prior to the 2:00 PM bid closing time. LATE BIDS WILL NOT BE ACCEPTED!**
4. Each bid must be accompanied by a **complete copy** of these specifications, the proposed agreement, and the DIR Acknowledgement Form. All blanks in specifications must be filled in or bid will be considered unresponsive. **Please submit a total TWO (2) sets – one (1) signed original and one (1) copy, mark on upper right hand corner of coversheet.**
5. All prices must be typed or written in ink. **Bids written in pencil will not be accepted.** Mistakes may be crossed out and corrections inserted adjacent, but the correction must be initialed in ink by the person signing the proposal.
6. Any claim of error by a bidder must be made before the time of the bid opening, otherwise it shall be deemed waived.
7. Any deviation from the attached specifications or substitution of services or materials must be clearly indicated. Complete detailed specifications must accompany any substitutions so specified.
8. The City reserves the right to reject any and all bids on any basis deemed to be in the best interest of the City. Any changes, omissions, or variations in specifications or conditions of bidding may be considered cause of rejection.
9. No bidder may withdraw his or her bid for a period of sixty (60) days after the date set for the opening thereof.
10. The bidder, by submitting his bid, agrees to save, defend, keep, bear harmless, and fully indemnify the said City and any of its officers, officials, agents, employees, or volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for an infringement of the patent rights, copyrights, or trade-marks

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**

of any person or persons in consequence of the use by said City, or by any of its officers, officials, agents, employees, or volunteers or articles to be supplied under this bid.

11. **This Bid will be awarded to the contractor whose Bid represents the Best Value to the City of Livermore. Pursuant to Municipal Code Section 2.68.040 B. The determination of which proposal represents the Best Value shall be based upon but not limited to, the following considerations:**
 1. **Cost;**
 2. **The ability, capacity, and skill of the contractor to perform the contract or provide the services or equipment required;**
 3. **The ability of the contractor to provide the services or equipment promptly or within the time specified without delay or interference;**
 4. **The character, integrity, reputation, judgment experience, and efficiency of the contractor;**
 5. **The quality of the contractor's performance on previous contracts with the City.**
 6. **The ability of the contractor to provide future maintenance, repair, parts and services for the use of the supplies purchased.**
12. All items bid must comply with the SAE standards and meet all OSHA, State of California and Federal Industrial Safety Orders, and regulations in effect on the date of this invitation for bid.
13. The City of Livermore will furnish exemption certificates for all federal taxes, if required. California State, Alameda County, and City of Livermore taxes are applicable and shall be shown separately.
14. Any questions regarding bidding procedures may be directed to the Purchasing Specialist, Leslie Young, and 925-960-4343. Any questions regarding the scope of the bid must be directed to the City through the online question and answer section of www.publicpurchase.com.
15. ***Bidder's attention is directed to the following Insurance Requirements. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent awarded bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Bid and Contract.***

CITY OF LIVERMORE
BID NO. 4013
FOR: LIQUID CATIONIC POLYMER

SPECIFICATIONS

Bids are requested for furnishing the annual requirements of the City of Livermore, Water Resources Division. Beginning upon the date of the award of contract and ending **twenty-four months after the contract award date**, for Cationic Polymer.

DELIVERY ADDRESS

City of Livermore
Water Resources Division
101 W. Jack London Blvd.
Livermore, CA 94550

DELIVERY COST

Price quoted shall include all delivery and unloading charges.

PRODUCT TESTING

Contact Kevin Kepler or Jimmie Truesdell at (925) 960-8100 to arrange for Lab and Field testing at the Water Resources Division in accordance to the following specifications. The opportunity for vendors to conduct Lab and Field testing will commence on **April 1st, 2019**, with the last day to conduct Lab and Field testing to be **April 9th, 2019**; No request will be considered after this date. Bidders will be notified of their test results.

ONLY BIDDERS WHO SUCCESSFULLY COMPLETE THE BOTH LAB AND FIELD TESTING WILL BE PERMITTED TO BID. SAMPLES TO BE PROVIDED AT NO COST TO THE CITY.

SPECIFICATIONS/TECHNICAL INFORMATION:

PURPOSES OF POLYMER: For waste activated sludge thickening and the de-watering of anaerobically digested domestic sludge using belt filter presses.

AVERAGE MONTHLY AMOUNT OF SOLIDS TO BE PROCESSED: 1.6 to 1.9 million gallons.

MATERIAL CODE: Liquid, Cationic Polymer, or equivalent.

ESTIMATE ANNUAL USAGE: 198,000 LBS (Wet Wt.)

Bidders shall provide the following information on the **BIDDERS PROPOSAL** form:

Brand name quoted: Clarifloc WE-1196

Price per pound (Wet Wt): \$1.22/Lb. \$/LB

FOB Destination

Price to include De-scaling Agent, if required

Dosage: 62 Lbs/DT

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**

SPECIFICATIONS

DELIVERY

The City requires delivery within fourteen (14) calendar days after receipt of order. In no case will bids be considered that take exception to the delivery requirements.

ILLUSTRATIVE AND TECHNICAL DATA

Bidder is to submit with proposal, complete Illustrative and Technical Data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

ESTIMATED QUANTITIES

The quantities stated herein are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price quoted.

HAZARDOUS SUBSTANCE

This specification includes products that may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386. Material Safety Data Sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194, shall accompany this bid.

If any of the ingredients of the product bid is a Carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a Carcinogen. Bidder is advised that the product will not be accepted unless (1) the product may be used safely and (2) No acceptable Non-Carcinogenic Substitute is available.

The Polymer shall not create any problem with reuse options for the Bio-Solids Wet Cake nor pose any health threats to operations personnel. Use of Polymer shall not cause excessive concentrate foaming or result in scale formation in Polymer Distribution Lines: Addition by the vendor, of the appropriate scale inhibitor may be required at no cost to the city.

A copy of the MSDS shall accompany each shipment of the product to a city facility.

The following information must be provided on the invoice for each delivered shipment of Neat Polymer.

1. Order date, time, and person placing order.
2. Delivery date and time.
3. Liquid pounds of Polymer delivered.
4. Total solids concentration of Polymer delivered.
5. Dry pounds of Polymer delivered.
6. Price of Polymer, based on dry pounds.
7. Total charge for Polymer delivery.

Each Polymer delivery shall be accompanied by one representative sample of the delivered batch (500ml) which is to be given to the Duty Operator accepting the shipment. The sample shall include the name of the vendor, polymer brand, date, batch number, and purchase order number.

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the General Conditions and Specifications and agrees to furnish the services so covered to the City of Livermore. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice to Bidders" which document is made a part of this proposal.

**PURCHASING SPECIALIST
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550**

COOPERATIVE PURCHASING

Would you be willing to offer the Liquid Cationic Polymer to other Government Agencies at the same bid price? (Your response to this question will in no way affect the award of this Bid and all contracts must be issued directly from other Agencies with awarded vendor).

YES X

NO _____

LIQUID CATIONIC POLYMER

Brand name quoted: Clarifloc WE-1196

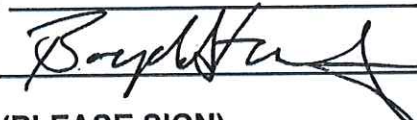
Price per pound (Wet wt.): \$1.22/Lb. \$/LB

FOB Destination

Price to include De-scaling Agent, if required

Dosage: 62 Lbs/DT

DATE: 4/9/19

BY:  Boyd Stanley, Vice-President
(PLEASE SIGN) (PRINT NAME & TITLE)

COMPANY: Polydyne Inc.

ADDRESS: 1 Chemical Plant Road, Riceboro, GA 31323

PHONE: 912-880-2035 E-MAIL: PolyBidDpt@snfhc.com

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE. EACH BID MUST BE ACCOMPANIED BY A COMPLETE COPY OF THESE SPECIFICATIONS, INCLUDING ANY ADDENDA ISSUED (IF ANY).

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**


**DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE CERTIFICATION
Senate Bill 854**

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 854, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to: <http://www.dir.ca.gov/>

I, the Bidder, certify that:

"I am aware of the provisions of Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

 _____ Signature	4/9/19 _____ Date
Boyd Stanley _____ Print Name	Polydyne Inc. _____ Business Name
Vice-President _____ Title	N/A, Polydyne is an out of state vendor _____ CSLB License Number
	N/A, Polydyne is an out of state vendor _____ DIR Registration Number

**CITY OF LIVERMORE
BID NO. 4214
FOR: LIQUID CATIONIC POLYMER**

ACKNOWLEDGEMENT FORM

Bidder's acknowledgement and submittal of acceptance of the City of Livermore's terms and conditions of Bid #4214:

Date 4/9/19

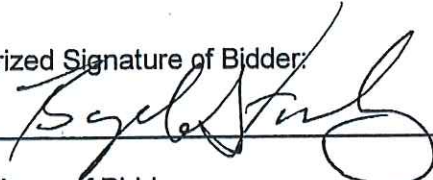
Company Name: Polydyne Inc.

Address: One Chemical Plant Road
Riceboro, GA 31323

Phone Number: 912-880-2035 Fax: 912-880-2078

Cell: ALT: 800-848-7659

E-mail Address: PolyBidDpt@snfhc.com

Authorized Signature of Bidder:


Print Name of Bidder:
Boyd Stanley, Vice-President

***** Bid responses must be received either by mail or hand delivered to:
City of Livermore, Attn: Leslie Young, 1052 S. Livermore Ave., Livermore, CA 94550
By 2PM, Friday, April 12th, 2019. ******