

AGREEMENT FOR SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Pace Supply Corp., a California Corporation, whose address of record is 4015 Newton Road, Stockton, California 95205 (hereinafter referred to as "Vendor").

WHEREAS, City requires the supply and delivery of water works supplies; and,

WHEREAS, Vendor represents that it possesses the skills and ability to safely provide the supply and delivery of water works supplies at the request of the City.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Vendor shall furnish the following supplies and services: Vendor shall supply and deliver the products and materials described in Exhibit "A" attached hereto.

No additional services shall be performed by Vendor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Finance Officer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Vendor.

2. **TIME OF PERFORMANCE, DELIVERY SCHEDULE.** Vendor shall complete all deliveries within three (3) working days after receipt of an order from City. Conditions may arise which require emergency deliveries (including holidays and weekends) within 24 hours after an order by City. City will indicate on any order if the order is an emergency order requiring expedited delivery.

3. **RESERVED.**

2. **COMPENSATION.** Payment by the City to the Vendor for actual services and supplies delivered to City pursuant to this Agreement shall be made upon presentation of an invoice detailing the supplies and services delivered under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Vendor agrees to provide all supplies and services required under the Scope of Services in Exhibit "A".

3. **METHOD OF PAYMENT.** Compensation to Vendor shall be paid by the City after submission by Vendor of an invoice delineating the services performed and quantities of all products, materials and supplies delivered.

4. **TRAINING AND SAFETY REQUIREMENTS.** Vendor shall properly and legally maintain all vehicles and equipment used in connection with the performance of this Agreement. Vendor shall train all delivery drivers and personnel to safely handle and deliver all materials, products and supplies being provided to City under this Agreement. Vendor agrees to take all reasonable precautions necessary to minimize the potential for spillage during the delivery of all materials, products and supplies, including spillage that may occur during the connection or disconnection of any pipes, hoses, lines or other conduits or containers. Vendor shall maintain records or training of Vendor's drivers and other personnel, which shall be made available to City as set forth in Section 7 of this Agreement.

5. **VENDOR'S BOOKS AND RECORDS.** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

INDEPENDENT CONTRACTOR. It is expressly understood that Vendor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Vendor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Vendor desire any insurance protection, the Vendor is to acquire same at its expense.

In the event Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Vendor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Vendor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Vendor or Vendor's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Vendor or its employees, subcontractors, or agents, or by the quality or character of Vendor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Vendor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Vendor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Vendor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Vendor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Vendor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Vendor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Vendor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Vendor.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Vendor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. **Qualifications of Insurer.** The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. **Certificate of Insurance.** Vendor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

f. Notwithstanding any language in this Agreement to the contrary, Vendor shall be entitled to be paid pursuant to the terms of this Agreement until Vendor has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Vendor's insurance policies are not current.

11. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Vendor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Vendor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Vendor. If the Agreement is so terminated, the Vendor shall be paid for those supplies and services previously delivered to the City at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Vendor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Vendor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

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

14. **WAIVER.** In the event that either City or Vendor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.


CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE DIETZ, ACTING CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  9/8/20
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

VENDOR
PACE SUPPLY CORP.,
A California Corporation

BY: 
(Signature)

Steven Wright
(Typed Name)

Its: Sales Representative
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 68-0335304

ADDRESS: 4015 Newton Road
Stockton, CA 95205

TELEPHONE: (209) 463-4593

FAX: (209) 463-7595

E-MAIL: swright@pacesupply.com

Overview and Background

I. Overview of Requirements

- A. The City of Merced, (hereon City) has identified the need to procure water works parts and materials via a multi-year contract to better comply with City competitive bid requirements.
- B. City requires the following services to help meet the aforementioned need: supply and delivery of water works materials and supplies as detailed in the Scope of Services section below to be delivered to the City's water works warehouse at 477 St Lawrence Drive, Merced CA, 95340. Additional delivery locations within City limits may be added if the need arises.
- C. These services will require the supply and delivery of various kinds of parts and materials generally used in a potable water system installation, maintenance and repair.
- D. These services will be used to keep a consistent inventory of brass, cast iron, ductile iron and PVC parts ranging in sizes from 3/4" to 16" used in the general operations of the City's potable water system.
- E. Therefore, City requires the services of a well-qualified provider (Provider) to furnish the sale and delivery of the parts and materials detailed in the Scope of Services section on a consistent basis and at the best possible prices.
- F. City is seeking to establish an agreement for two (2) years with up to two (2) one-year optional renewals thereafter.

II. Background and Current Needs Information

- A. City has met its past aforementioned needs by requesting three (3) quotes every time an order is needed. While this practice complies with City's minimum competitive bid requirements, it is time consuming. Additionally, the annual spend on these parts and materials warrants the need to establish a formal contract that would result from this RFB.
- B. City is currently meeting its needs by requesting written quotes from well-established vendors that have business locations within the Central Valley and that have been doing business with the City for many years.
- C. Tables below show the past annual history of activity

1. Table 1: Statistical and Historical Information

Fiscal Year	Total/Year
2019-20	236,220.00
2018-19	230,648.00
2017-18	153,956.00
3-year average	206,941.33

EXHIBIT A

Bid Procedures, Content, Format, Criteria, and Award**I. General**

- A. **Bid Format:** A Bidder must follow the instructions for preparing the bid in the prescribed format. Section tabs must be utilized in the bid following the same order of the RFB.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFB.
- C. **Right to Reject Bids:** City reserves the right to reject any and all bids, to waive any non-material irregularities or informalities in any bid, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified Bidder or call for new bids, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFB/Bid:** This RFB and the firm's response, including all promises, warranties, commitments, and representations made in the successful bid will become binding contractual obligations and will be incorporated by reference in any agreement between City and Bidder.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the bid or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Bids:** Proposed services and related pricing contained in the bid must be valid for a period of 180 days after the due date.

II. Bid Content and Format

Include the following sections containing the information requested below in your bid. To enable ease of evaluation, please follow the sequence shown below:

A. Section 1: Executive Summary

- 1. Provide a cover letter of your company's information including:
 - a) Company's full legal name, address, phone, fax, email, website;
 - b) Prior company names (if any);
 - c) Organizational structure (corp., LLC, etc.);
 - d) Names and titles of the principal owner(s);
 - e) Person(s) authorized to make commitments for your company;
 - f) Company history, experience (brief), and years in business;
 - g) Current number of employees, key personnel;
- 2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.

3. Limit this section to a maximum of one page.

B. Section 2: Supplemental Company Information (Optional)

1. Provide any supplemental information not specifically requested by City that you would like City to consider in evaluating your proposal.
2. Ensure information is relevant to City's current or potential future needs.
3. Limit this section to a maximum of one page.

C. Section 3: Professional Team Assignments

1. Note any key personnel who are expected to remain in service until completion of the project.
2. Provide detail regarding the team to be assigned for these services.
3. Provide resumes of all team members.
4. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
5. Limit this section to a maximum of two pages plus resumes and org chart.

D. Section 4: Bid Costs

1. Submit all pricing on *Exhibit B using the form provided.
2. Provide pricing for each of the required line items.
3. Provide pricing for optional Bidder recommendations.
4. See payment terms in Exhibit B for additional details.

* These forms are provided by City in the submittal forms section.

E. Section 5: Response Template

1. Complete City-provided Response Template with your answers to City's questions. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of ten pages.

F. Section 6: Required Forms

1. Special Provisions Form*
2. Client Reference List*
3. Non-Collusion Affidavit*

* Note these forms are provided by City in the submittal forms section.

G. Section 7: Work Samples

1. Samples of work, queries, reports, and forms**
2. Sample of ongoing support and services agreements**

**** Note that these documents will not be returned to Bidder.**

H. Inadequate Content

1. Note that a bid is non-responsive if it does not contain all bid requirements, is not complete, is not received at the right location, and is not received by the bid deadline, has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

I. Bid Format

1. Hard copy only. Include one extra copy clearly marked as "copy"
2. White paper, 8-½ x 11, page numbered
3. Typed, black print, approximately 11-12 point font
4. Free from excessive graphics or excessive photos

Bidder Qualifications, Evaluation Criteria, and Award Process

I. Bidder Qualifications

The intent of this RFB is to evaluate the bids, determine the Bidders that are in the competitive range, and select Bidders that will provide the most cost-effective and professional services for the City.

A. Minimum Qualifications:

1. Have at least three (3) years of experience conducting the specific type of services required herein and have experience with at least three (3) other clients performing like services as described herein or have performed satisfactory work for the City within the past three (3) years.
2. Be capable of providing the required services beginning in September 1, 2020, work will be conducted during normal work hours, Monday to Friday 7:30 am to 3:00 pm. Closed for lunch from 12:00 pm to 1:00 pm.
3. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
4. Have financial stability and the necessary financial resources to provide the required services.
5. Demonstrate the requisite technical proficiency. Only Bidders with verifiable capabilities to supply and deliver all required water works parts and materials and appropriate experience will be considered for award.

II. Evaluation Criteria

A. Minimum qualifications, Competitive Range, and Award Consideration

The minimum qualifications, competitive range, and award consideration based upon the following criteria

1. City will review the Bidders qualifications to determine if the Bidder meets or better the minimum requirements as detailed above.
2. Only Bidders that meet or better the minimum requirements will have their Bids reviewed for consideration.
3. Only Bidders that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer (BAFO) if so requested by City.
4. Only the best-qualified Bidder will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.

B. Evaluation Criteria

1. In accordance with the City of Merced Municipal Code's **3.04.180 & 3.04.280** objective of selecting the most qualified consultant at a fair and reasonable cost, a Review Board, composed of three (3) to five (5) staff representatives will review the bids received and select the most qualified firms for interviews. The Review Board shall rank the Bidders based upon the following criteria (1000 total possible points):
 - a) Ability to perform the specific tasks outlined in the RFB (200 pts).
 - b) Qualifications of specific individuals who will work on the project (100 pts).
 - c) Demonstrated record of success on work previously performed (200 pts).
 - d) Any other criteria prescribed in this RFB including any presentations, interviews, and Best and Final Offer (BAFO) changes in Scope of Services requirements, if so required by City (100 pts).

C. Price Evaluation (400 pts)

1. Reasonableness of any BAFO requests.
2. Final negotiations.

III. Award

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any Bidder selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best-qualified Bidder or withdraw the RFB. In the event the City does not approve the recommendation to award, the RFB may be cancelled without any cost or obligation of City.
- C. The term of the contract is for two (2) years, with up to two (2) one-year optional renewals thereafter.
- D. Prices are firm fixed prices during each contract period and price increases will only be allowed per formal written request by the successful Bidder for specific

items. Backup documentation will be required to justify the price increase. All relevant documentation provided will be incorporated into the contract.

- E. Prices shall be negotiated for each mutually exercised optional renewal period using a price differential that clearly identifies the former price, the required increase and the final price for the remainder of the contract.

Special Terms and Conditions

I. Audit Requirements

- A. City reserves the right to periodically inspect and audit Bidder's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Bidder in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Bidder must fully cooperate with any such audit(s).
- E. City will notify Bidder in writing of any exception taken as a result of an audit.
- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Bidder to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Bidder.

II. Termination

- A. If, in the opinion of the City, Bidder fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Bidder for the value of the actual work satisfactorily performed to the date of termination.
- B. City of Merced must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Bidder for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

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Exhibit A: Scope of Services**I. General**

- A. City of Merced is a municipal governmental agency that provides Police and Fire Rescue to approximately 90,000 residents in Merced. In addition, City maintains several hundred miles of public streets, City parks and a Zoo. City also has its own Public Works Department, which among other services, it provides potable water, storm drain, sewer, and wastewater treatment services to its businesses and residents.
- B. City's Purchasing Division is committed to serving our community through teamwork and the constant pursuit of excellence. The Purchasing Division is responsible for providing Central Stores Inventory services to all departments within the City for items of common use, water parts and materials being a large portion of the Purchasing Central Stores inventory. The Purchasing Division requires support in the following specialized areas and will be selecting a Bidder to fulfill the scope of services. Bidders shall specify which of the services listed below they provide and which they do not provide.
- C. The successful Bidder shall be able to provide all or most of the items requested in Exhibit B's Pricing Sheet. Note: a separate excel spread sheet will be provided and, it must be submitted separately in a sealed envelope.
- D. Normal deliveries must be made within three (3) to five (5) business days. Bidder must be able to perform rush deliveries within two (2) days or even next day during a major emergency.
- E. The outcome of these services will be used to improve supply and delivery of water works parts and materials and to better comply with the City's competitive bidding policies.

-- End of Scope of Services --

Exhibit B: Pricing Sheet

Note: A separate file in excel format will be provided listing all parts and materials for this bid.

I Pricing Terms and Conditions

- F. **Quantities:** listed statistical numbers are annual estimates based on historical information or anticipated and may vary significantly.
City does not imply or make any commitment to purchase any specific quantity.
- G. **Term:** resulting Agreement will be for a two-year base period with up to two one-year optional renewals.
- H. **Price Changes:**
 - 1. After the base period, price changes shall be negotiated, but shall not exceed the most recent available 12-month period for the Oakland-San Francisco, CA Consumer Price Index (CPI) for All Urban Consumers.
 - 2. In the event market conditions cause a significant change in price, the Provider may request relief by providing verifiable documentation to PM at least 30 days in advance of the requested price change date.
- I. **Unit Price:** include everything but sales tax.
- J. **Delivery Costs:** must be included in unit price.
- K. **Sales Tax:** City will add the appropriate sales tax to each order.
- L. **Additional Charges:** none; do not charge any fees or charges not listed in the Price Sheets.
- M. **Fixed Prices:** prices are fixed for each year of the agreement.
- N. **Bid Price Sheet:** The awarded Bidder's Price Sheet, as accepted by City, will be incorporated into the resultant Agreement.

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GROUP I - BRASS FITTINGS AND ACCESSORIES

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	MANUFACTURER		UNIT COST	EXTENSION
				PART #			
1	673 038 00001	3/4" Corp Stop Std CC-PJ	Ford	F1000-3-NL		32.7	32.7
2	673 038 00002	3/4" Corp Stop Std IP-PJ	Ford	F1100-3-NL		32.7	32.7
3	673 038 00003	1" Corp Stop Std CC-PJ	Ford	F1000-4-NL		49.46	49.46
4	673 038 00004	1.5" Corp Stop Ball CC-PJ	Ford	FB1000-6-NL		142.59	142.59
5	673 038 00005	2" Corp Stop Ball CC-PJ	Ford	FB1000-7-NL		235.85	235.85
6	673 038 00006	1.5" Corp Stop Ball MIP-PJ	Ford	FB1100-6-NL		133.87	133.87
7	673 038 00007	2" Corp Stop Ball MIP-PJ	Ford	FB1100-7-NL		221.42	221.42
8	673 038 00008	1" Corp Stop Std IP-PJ	Ford	F1100-4-NL		46.91	46.91
9	673 038 00009	3/4" Curb Stp Ball FIP-PJ	Ford	B41-333W-NL		58.36	58.36
10	673 038 00011	1" Curb Stp Ball FIP-PJ	Ford	B41-444W-NL		88.52	88.52
11	673 038 00014	2" Curb Stp Ball Srt PJ-FIP	Ford	B41-777W-NL		263.94	263.94
12	673 038 00016	3/4" Curb Stp Me-PJ Upright	Ford	KV43-332W-NL		37.36	37.36
13	673 038 00017	1" Curb Stp ME-PJ Upright	Ford	KV43-444W-NL		51.67	51.67
14	673 038 00018	1 1/2" Curb Stp PJ-ME Upright	Ford	FV43-666W-NL		182.66	182.66
15	673 038 00019	2" Curb Stp Upright PJ-ME	Ford	FV43-777W-NL		234.49	234.49
16	673 038 00021	3/4" Coupling Straight FCT-PJ	Ford	C04-33-NL		16.17	16.17
17	673 038 00022	3/4" Coupling Straight FIP- PJ	Ford	C14-33-NL		14.96	14.96

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	MANUFACTURER	
				PART #	UNIT COST EXTENSION
18	673 038 00023	3/4" Coupling Straight P-J	Ford	C44-33-NL	17.32 17.32
19	673 038 00025	3/4" Coupling Straight P-J-MIP	Ford	C84-33-NL	14.22 14.22
20	673 038 00026	1" Coupling Straight MIP-PJ	Ford	C84-44-NL	16.67 16.67
21	673 038 00027	1" Coupling Straight P-J-PJ	Ford	C44-44-NL	19.81 19.81
22	673 038 00028	1" Coupling Straight FIP-PJ	Ford	C14-44-NL	20.3 20.3
23	673 038 00031	1" Coupling Straight FCT-PJ	Ford	C04-44-NL	23.78 23.78
24	673 038 00032	1 1/2" Coupling Straight PJ	Ford	C44-66-NL	66.29 66.29
25	673 038 00033	1 1/2" Coupling Straight MIP-PJ	Ford	C84-66-NL	46.13 46.13
26	673 038 00034	1 1/2" Coupling Straight FIP-PJ	Ford	C14-66-NL	59 59
27	673 038 00039	2" Coupling Straight PJ	Ford	C44-77-NL	89.49 89.49
28	673 038 00040	2" Coupling Straight MIP-PJ	Ford	C84-77-NL	67.22 67.22
29	673 038 00049	3/4" Elbow 90 PJ	Ford	L44-33-NL	22.85 22.85
30	673 038 00068	2" Elbow 90 PJ	Ford	L44-77-NL	190.7 190.7
31	673 038 00084	1 1/2" Elbow 90 PJ	Ford	L44-66-NL	94.26 94.26
32	673 038 00089	1" Meter Coupling 1 1/2" Long	Ford	C38-44-1-5-NL	13.68 13.68
33	673 038 00091	3/4" Coupling FME-ME	Ford	A23-NL	9.71 9.71
34	673 038 00093	1 1/2" Curb Stp Strt Ball P-J-FL	Ford	B41-666W-NL	190.42 190.42
35	673 038 00095	3/4" Coupling PJ Grip Nut	Ford	GJN4-3	5.41 5.41
36	673 038 00096	1" Coupling PJ Grip Nut	Ford	GJN4-4	7.41 7.41

ITEM NO.	CITY PART #	MANUFACTURER		MANUFACTURER		
		DESCRIPTION	MANUFACTURER	PART #	UNIT COST	EXTENSION
37	673 038 00099	2" Coupling Straight FIP-PJ	Ford	C14-77-NL	70.27	70.27
38	673 038 00110	2" Wedding Ring	Ford	WR7-NL	9.83	9.83
39	673 038 00114	1 1/2" PJ Nut	Ford	NGJU4	20.59	20.59
40	673 038 00115	2" PJ Nut	Ford	NGKKK4	25.57	25.57
41	673 038 00126	1" PJ Nut	Ford	NG-FF4	6.55	6.55
42	673 038 00127	3/4" PJ Nut	Ford	NG-D4	4.27	4.27
43	673 039 00001	3/4" Corp Nut Antifrict Ring	Ford	FRA-5	0.13	0.13

NOTE: All Curb Stops/Corp Stops to be "Key Style" or Ball style if not available in Key Style. *NO SUBSTITUTIONS

TOTAL 2955.51

GROUP II - Ductile Iron Pipe, PVC Pipe ETC

ITEM NO.	CITY PART #	DESCRIPTION	UNIT COST	EXTENSION	
1	673 024 00007	Ductile Iron Pipe 16 inch	45.04	45.04	priced per foot
2	673 025 00027	Ductile Iron Pipe 6 inch	15.6	15.6	priced per foot
3	673 025 00028	Ductile Iron Pipe 8 inch	20.46	20.46	priced per foot
4	673 025 00029	Ductile Iron Pipe 10 inch	24.43	24.43	priced per foot
5	673 025 00036	Ductile Iron Pipe 4 inch	20.32	20.32	priced per foot
6	673 025 00026	C900 PVC Pipe CL 150/235 8 inch	8.06	8.06	priced per foot
7	673 085 00059	Sch 80 Nipple PVC Pipe 9" Long 1" OD	0.91	0.91	
8	673 085 00060	Sch 80 Nipple PVC Pipe 13" Long 1.5" OD	2.26	2.26	
9	673 085 00061	Sch 80 Nipple PVC Pipe 17" Long 2" OD	4.15	4.15	
10	673 085 00110	Sch 80 Nipple PVC Pipe 10.75" Long 1.25" OD	3.19	3.19	

TOTAL 144.42

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GROUP III - SADDLES

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	MANUFACTURER		UNIT COST	EXTENSION
				PART #			
1	673 036 00008	8"x6" Tap Saddle	Ford	FTSS-930-6		614.97	614.97
2	673 036 00010	8"x8" Tap Saddle SS	Ford	FTSS-930-8		752.18	752.18
3	673 036 00022	12"x6" Tap Saddle SS	Ford	FTSS-1350-6		697.62	697.62
4	673 065 00012	6"x1.5" Service Saddle IP	Ford	202B-750-IP6		114.63	114.63
5	673 065 00013	6"x1.5" Srvc Saddle CC	Ford	202B-750-CC6		114.63	114.63
6	673 065 00014	6"x2" Srvc Saddle IP	Ford	202B-750-IP7		125.96	125.96
7	673 065 00015	6"x2" Srvc Saddle CC	Ford	202B-750-CC7		125.96	125.96
8	673 065 00021	8"x1.5" Srvc Saddle CC	Ford	202B-962-CC6		130.65	130.65
9	673 065 00022	8"x2" Service Saddle IP	Ford	202B-962-IP7		142.22	142.22
10	673 065 00023	8"x2" Srvc Saddle CC	Ford	202B-962-CC7		142.22	142.22
11	673 065 00024	10"x1.5" Srvc Saddle IP	Ford	202B-1212-IP6		168.83	168.83
12	673 065 00026	10"x2" Srvc Saddle IP	Ford	202B-1212-IP7		181.34	181.34
13	673 065 00028	12"x1.5" Srvc Saddle IP	Ford	202B-1438-IP6		202.93	202.93
14	673 065 00036	16"x2" Srvc Saddle IP	Ford	202B-1840-IP7		516.62	516.62
15	673 065 00040	6"x1" Saddles C-900	Ford	202BS-690-CC4		118.4	118.4

ITEM NO.	CITY PART #	MANUFACTURER		UNIT COST	EXTENSION
		DESCRIPTION	MANUFACTURER		
16	673 065 00042	8"x 1" Saddles C900	Ford	146.56	146.56
17	673 065 00049	12"x 2" Service Saddle IP	Ford	206.59	206.59
18	673 065 00050	12"x 1.5" Svcs Saddle CC	Ford	202.93	202.93

TOTAL 4705.24

GROUP IV - FULL CIRCLE CLAMPS

ITEM NO.	CITY PART #	DESCRIPTION	Manufacturer	Manufacture	UNIT COST	EXTENSION
				Part #		
1	673 052 00024	Repair Clamp SS 12" Long 4" OD	Ford	F1-514-125	90.59	90.59
2	673 052 00025	Repair Clamp SS 12" Long 6" OD	Ford	F1-724-125	109.01	109.01
3	673 052 00026	Repair Clamp SS 12" Long 6" OD 0.75 IP Tap	Ford	F1-724-125-IP3	147.91	147.91
4	673 052 00028	Repair Clamp SS 15" Long 6" OD	Ford	F1-724-15	121.72	121.72
5	673 052 00031	Repair Clamp SS 12" Long 8" OD	Ford	F1-939-125	129.34	129.34
6	673 052 00033	Repair Clamp SS 12" Long 12" OD	Ford	F1-1144-125	165.83	165.83
7	673 052 00035	Repair Clamp SS 12" Long 12" OD	Ford	F1-1350-125	192.02	192.02
8	673 052 00036	Repair Clamp SS 20" Long 12" OD	Ford	F1-1350-20	309.03	309.03
9	673 052 00037	Repair Clamp SS 24" Long 16" OD	Ford	F2-1790-24	585.99	585.99
10	673 052 00050	Repair Clamp SS 6" X 20"	Ford	F1-745-20	186.88	186.88
11	673 052 00055	Repair Clamp SS 15" Long 8" OD	Ford	F1-939-15	149.41	149.41
12	673 052 00061	Repair Clamp SS 20" Long 8" OD	Ford	F1-939-20	215.03	215.03
13	673 052 00080	Repair Clamp SS 15" Long 4" OD	Ford	F1-514-15	101.64	101.64
14	673 052 00081	Repair Clamp SS 20" Long 4" OD	Ford	F1-514-20	157.62	157.62
15	673 052 00085	Repair Clamp SS 20" Long 6" OD	Ford	F1-724-20	186.88	186.88

ITEM NO.	CITY PART #	DESCRIPTION	Manufacturer	Manufacture	UNIT COST	EXTENSION
				Part #		
16	673 052 00086	Repair Clamp 12" Long 4" OD w/ 0.75 IP Tap	Ford	F1-514-125-IP3	128.91	128.91

TOTAL 2977.81

GROUP V - Pipe Repair Accessories

ITEM NO.	CITY PART #	DESCRIPTION	Manufacturer	UNIT COST	EXTENSION
1	670 052 00003	Foster Adapter DI Pipe - 8 inch	INFACT/SIGMA	123.83	123.83
2	670 052 00004	Mega Lug DI Pipe Kit - 4 inch	STAR/SIGMA	25.4	25.4
3	670 052 00005	Mega Lug DI Pipe Kit - 16 inch	STAR/SIGMA	146.64	146.64
4	670 052 00006	Foster Adapter DI Pipe - 6 inch	INFACT/SIGMA	88.83	88.83
5	670 052 00007	Grip Ring Kit - 4 inch	Romac	44.38	44.38
6	670 052 00008	Grip Ring Kit - 6 inch	Romac	51.6	51.6
7	670 052 00009	Grip Ring Kit - 10 inch	Romac	105.38	105.38
8	670 052 00010	Grip Ring Kit - 12 inch	Romac	143.97	143.97
9	670 052 00012	Grip Ring Kit - 8 inch	Romac	73.56	73.56
10	670 052 00013	Uni Flange - 3 inch	STAR/EBAA	32.51	32.51
11	670 052 00014	Uni Flange - 4 inch	STAR/EBBA	29.02	29.02
12	673 052 00039	Mechanical Joint Kit - 12 inch	STAR/ROMAC	37.05	37.05
13	673 052 00040	Mechanical Joint Kit - 4 inch	STAR/ROMAC	18.17	18.17
14	673 052 00041	Mechanical Joint Kit - 6 inch	STAR/ROMAC	21.67	21.67
15	673 052 00048	Mechanical Joint Kit - 8 inch	STAR/ROMAC	25.16	25.16

ITEM NO.	CITY PART #	DESCRIPTION	Manufacturer	UNIT COST	EXTENSION
16	673 052 00066	Mechanical Joint Kit - 16 inch	STAR/ROMAC	59.18	59.18
17	673 052 00074	Dresser Bolt Flex Coupling - 4 inch	FORD	102.95	102.95
18	673 052 00079	Mechanical Joint Kit - 10 inch	STAR/ROMAC	34.95	34.95
19	673 039 00089	Dresser Bolt Flex Coupling - 6 inch	FORD	149	149

NOTE: All mechanical joint kits to be domestic brand only. NO EXEMPTIONS.

TOTAL 1318.25

GROUP VI - Repair Clamps

ITEM NO.	CITY PART #	DESCRIPTION	Manufacturer	Manufacturer		UNIT COST	EXTENSION
				Part #			
1	673 039 00057	Repair Coupling - 4 inch	Hymax	860-54-0108-16		155.74	155.74
2	673 039 00058	Repair Coupling - 6 inch	Hymax	860-54-0163-16		206.25	206.25
3	673 039 00059	Repair coupling - 8 inch	Hymax	860-54-0217-16		232.86	232.86
4	673 039 00151	Repair Coupling - 10 inch	Hymax	860-54-0072-16		299.57	299.57
5	673 052 00004	Bell Joint Leak Clamp - 4 inch	Ford	FBC-500		106.68	106.68
6	673 052 00005	Bell Joint Leak Clamp - 6 inch	Ford	FBC-663		117.48	117.48
7	673 052 00006	Bell Joint Leak Clamp - 8 inch	Ford	FBC-930		162.5	162.5
8	673 052 00007	Bell Joint Leak Clamp - 10 inch	Ford	FBC-1140		203.72	203.72
9	673 052 00008	Bell Joint Leak Clamp - 12 inch	Ford	FBC-1275		220.98	220.98
10	673 052 00009	Bell Joint Leak Clamp - 16 inch	FORD	FBCF-1740-A		1184.55	1184.55

TOTAL 2890.33

GROUP VII - Ductile Iron Plugs and Caps

ITEM NO.	CITY PART #	DESCRIPTION	COST	EXTENSION
1	670 052 00011	Solid MJ Plug - 6 inch	29	29
2	673 052 00043	Solid MJ Cap - 6 inch	22	22
3	673 052 00045	MJ Cap w/ 2" Blow off Hole - 6 inch	35.33	35.33
4	673 052 00062	Solid MJ Plug - 4 inch	15.33	15.33
5	673 052 00063	Solid MJ Plug - 8 inch	43	43
6	673 052 00064	MJ Cap w/ 2" Blow off Hole - 8 inch	49	49
7	673 052 00067	MJ Cap w/ 2" Blow off Hole - 4 inch	25.67	25.67
8	673 052 00070	Solid MJ Cap - 10 inch	45	45
9	673 052 00090	MJ Cap w/ 2" Blow off Hole - 12 inch	80.67	80.67
10	673 052 00071	MJ Cap w/ 2" Blow off Hole - 10 inch	58	58
11	673 052 00089	Solid MJ Cap - 12 inch	67.33	67.33
12	673 052 00091	Solid MJ Plug - 12 inch	74	74

TOTAL

544.33

GROUP VIII - GATE VALVES

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	MANUFACTURER		COST	EXTENSION
				PART #			
1	673 070 00002	3/4" Gate Valve NRS 206	Red White Valve Corp	206AB34		11.71	11.71
2	673 070 00003	1 " Gate Valve NRS 206	Red White Valve Corp	206AB1		16.79	16.79
3	673 070 00005	2" Gate Valve 206	Red White Valve Corp	206AB2		46.15	46.15
4	673 070 00009	4" Gate Valve MJ-Flange	Clow	263904-MF		357.44	357.44
5	673 070 00010	8" Gate Valve MJ	Clow	263908-MM		760.96	760.96
6	673 070 00011	10" Gate Valve MJ	Clow	263910-MM		1186.56	1186.56
7	673 070 00016	1.5 " Gate Valve 206	Red White Valve Corp	206AB112		43.28	43.28
8	673 070 00017	6" Gate Valve 90 Stem	Clow	263906-BGFF		2084.72	2084.72
9	673 070 00018	6" Gate Valve MJ	Clow	263906-MM		477.76	477.76
10	673 071 00009	4" Gate Valve MJ	Clow	263904-MM		374.4	374.4
11	673 071 00010	6" Gate Valve MJ-Flange	Clow	263906-MF		477.76	477.76
12	673 071 00011	8" Gate Valve MJ-Flange	Clow	263808-MF		746.56	746.56
13	673 071 00012	10" Gate Valve MJ-Flange	Clow	263910-MF		1186.56	1186.56

TOTAL

7770.15

GROUP IX - GASKETS & MISC

ITEM NO.	CITY PART #	DESCRIPTION	UNIT COST	EXTENSION
1	673-038 00050	Rubber Meter Gaskets 3/4"	0.24	0.24
2	673 038 00051	Rubber Meter Gasket 1"	0.25	0.25
3	673 038 00104	Corp Nut Rubber Gasket 1"	0.5	0.5
4	673 038 00105	Corp Nut Antifriction Ring 1"	0.13	0.13
5	673 039 00001	Corp Nut Antifriction Ring 3/4"	0.13	0.13
6	673 052 00051	Meter FL Gasket 1 1/2"	0.91	0.91
7	673 052 00082	Red Rubber ring Gasket 4"	0.85	0.85
8	673 052 00083	Red Rubber Ring Gasket 3"	0.52	0.52
9	673 052 00084	Red Rubber Ring Gasket 6"	1.36	1.36
10	673 052 00087	Red Rubber Ring Gasket 8"	2.14	2.14
11	673 052 00088	Red Rubber Gasket 12"	4.58	4.58
12	673 038 00124	Corp Nut Rubber Gasket 3/4"	0.44	0.44
13	673 052 00046	Meter Flange Gasket - 2"	0.8	0.8

TOTAL

12.85

GROUP X - COPPER TUBING (CLEAN WATER)

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	COST	EXTENSION	
1	673 038 00067	Copper Tube 0.75" X 60 Ft.	cerro, wieland mueller streamline	3.1	3.1	per ft
2	673 038 00098	Copper Tube 1" X 60 Ft.	cerro, wieland mueller streamline	4.13	4.13	per ft
3	673 038 00111	Copper Tube 1.5" X 40 Ft.	cerro, wieland mueller streamline	6.44	6.44	per ft
4	673 038 00112	Copper Tube 2" X 20 Ft.	cerro, wieland mueller streamline	12.17	12.17	per ft
5	673 038 00129	Poly Coated Soft Copper 0.75" X 60 Ft.	Streamline	4.12	4.2	per ft
6	673 038 00130	Poly Coated Soft Copper 1" X 60 Ft.	Streamline	5	5	per ft
7	673 038 00131	Poly Coated Soft Copper 1.5"	Streamline	11.02	11.02	20' sticks, priced per ft
8	673 038 00132	Poly Coated Soft Copper 2"	Streamline	14	14	20' sticks, priced per ft

NOTE: All Copper must be shipped in Roll form for transportation purposes. NO EXCEPTIONS

TOTAL 1982.4

GROUP XI - METER BOXES & LIDS - All Lids are to be designated "WATER"

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	UNIT COST	EXTENSION
1	673 085 00003	Meter Box B-30	Old Castle	34.88	34.88
2	673 085 00005	Meter Box B-36	Old Castle	46.83	46.83
3	673 085 00009	Traffic Valve Box G-5	Old Castle	29.1	29.1
4	673 085 00010	Traffic Valve Box Lid G-5	Oldcastle	21.01	21.01
5	673 085 00013	Meter Box Lid FL-16	Old Castle	48.16	48.16
6	673 085 00094	Meter Box Lid 20K Poly B-36	Armorcast	85.75	85.75
7	673 085 00097	Meter Box Lid 20K Poly B-30	Armorcast	132.3	132.3
8	673 085 00098	Meter Lid Fiberlyte FL-36	Oldcastle	104.78	104.78
9	673 085 00100	Meter Lid 20K Poly B-16	Armorcast	62	62
10	673 085 00105	Meter Lid Fiberlyte FL-30	Oldcastle	66.2	66.2

NOTE: All lids must have "Orion Probe Hole" unless otherwise specified prior to order.

TOTAL 631.01

GROUP XII - FITTINGS, REDUCERS, ADAPTERS AND SPOOLS

ITEM NO.	CITY PART #	DESCRIPTION	UNIT COST	EXTENSION
1	673 038 00120	Spool Flange 3" X 6" Long	162.4	162.4
2	673 038 00121	Spool Flange 3" X 15" Long	190.82	190.82
3	673 038 00122	Spool Flange 4" X 8" Long	139.69	139.69
4	673 038 00123	Spool Flange 4" X 20" Long	169.82	169.82
5	673 038 00125	Spool Flange 6" X 30" Long	223.7	223.7
6	673 038 00128	Spool Flange 6" X 6" Long	180.13	180.13
7	673 039 00005	Elbow 90 Degree M.J - 4"	33	33
8	673 039 00006	Elbow 90 Degree M.J-FL - 6"	66.67	66.67
9	673 039 00007	Elbow 90 Degree M.J - 6"	54	54
10	673 039 00009	Elbow 90 Degree M.J - 8"	78.33	78.33
11	673 039 00013	Elbo 90 Degree M.J - 12"	167.33	167.33
12	673 039 00015	Elbo 90 Degree M.J 16"	379	379
13	673 039 00017	Elbow 45 Degree M.J - 4"	27.33	27.33
14	673 039 00019	Elbow 45 Degree M.J - 6"	44	44
15	673 039 00021	Elbow 45 Degree M.J - 8"	64	64

ITEM NO.	CITY PART #	DESCRIPTION	UNIT COST	EXTENSION
16	673 039 00023	Elbow 45 Degree MJ - 10"	92.67	92.67
17	673 039 00027	Elbow 45 Degree MJ - 16"	271	271
18	673 039 00031	Elbow 22.5 Degree MJ - 6"	40	40
19	673 039 00032	Elbow 22.5 Degree MJxPE - 6"	51	51
20	673 039 00033	Elbow 22.5 Degree MJ - 8"	62.33	62.33
21	673 039 00042	Cross MJ - 6"	113.33	113.33
22	673 039 00044	Cross MJ - 8"	124	124
23	673 039 00048	Cross MJ 6"x4" CI	112.34	112.34
24	673 039 00062	Solid Sleeve MJ - 16"	244	244
25	673 039 00099	Tee MJ-FL 8"x8"x6"	108.33	108.33
26	673 039 00098	Tee MJ-FL 6"	89.67	89.67
27	673 039 00110	Tee MJ - 6"	78	78
28	673 039 00114	Tee MJ 8"x8"x6"	96.67	96.67
29	673 039 00116	Tee MJ - 8"	116.67	116.67
30	673 039 00142	Reducer FL-FL - 4"x3"	41.67	41.67

ITEM NO.	CITY PART #	DESCRIPTION	UNIT COST	EXTENSION
31	673 039 00149	Elbow 90 Degree FL - 6"	94.33	94.33
32	673 039 00150	Elbow 90 Degree FL - 8"	154.67	154.67
33	673 085 00078	Nipple Adapter MJ-FL - 4"	31.33	31.33
34	673 085 00081	Connecting Adapter MJ-FL - 8"	65.33	65.33
35	673 085 00103	Nipple Adapter MJ-FL - 3"	27.33	27.33

TOTAL

3994.89

GROUP XIII - HYDRANTS & ATTACHMENTS

ITEM NO.	CITY PART #	DESCRIPTION	MANUFACTURER	MANUFACTURER		UNIT COST	EXTENSION
				PART #			
1	673 120 00001	Hydrant Repair Kit	American Darling	HRPI-473/584		89.2	89.2
2	673 120 00005	6" Hydrant Extension	clow/sbf/sigma	EXTH6		67.35	67.35
3	673 120 00006	6" Hydrant Bury MJ 24 Long	clow/sbf/sigma	BRYM24		192.86	192.86
4	673 120 00007	12" Hydrant Extension	clow/sbf/sigma	EXTH12		79.89	79.89
5	673 120 00008	18" Hydrant Extension	clow/sbf/sigma	EXTH18		101.02	101.02
6	673 120 00009	24" Hydrant Extension	clow/sbf/sigma	EXTH24		118.88	118.88
7	673 120 00011	36" Hydrant Extension	clow/sbf/sigma	EXTH36		167.7	167.7
8	673 120 00013	Hydrant Repair Kit	Mueller	HRPI-301		100.8	100.8
9	673 120 00018	Fire Hydrant 960	Clow	960SY		2297.71	2297.71
10	673 120 00024	Hydrant Ext BreakOff 6x6	Clow	LB400		165	165
11	673 120 00025	Hydrant BreakOff Check Valve	Clow	LB400		1442.67	1442.67
12	673 120 00026	Hydrant Breakoff Bar	Clow	LB400		53.66	53.66
13	673 120 00027	Hydrant Breakoff Check Valve	Clow	LP619		1514.79	1514.79

TOTAL

6391.53

GROUP XIV - HYDRANTS & ATTACHMENTS

ITEM NO.	CITY PART #	DESCRIPTION	Manufacturer	Manufacturer		UNIT COST	EXTENSION
				Part #			
1	673 039 00103	Tee Pack Joint - 1"	Ford	T444-444-NL		45.79	45.79
2	673 052 00047	Meter Flange Male - 2"	Ford	CF38-77-1-937		55.07	55.07
3	673 052 00049	Meter Flange Male SL - 2"	Ford	CF38-77-2-125-SL		68.86	68.86
4	673 052 00052	Meter Flange Male - 1.5"	Ford	CF38-66-2-NL		45.35	45.35
5	673 052 00072	Meter Flange Female - 1.5"	Ford	CF31-66-NL		41.11	41.11
6	673 052 00073	Meter Flange Female SL - 2"	Ford	CF31-77-SL		60.99	60.99
7	673 085 00102	Meter Adapter A24 - 0.75"x1"	Ford	A24		23.59	23.59
8	673 085 00048	Meter Coupling 1.5" Long - 0.75" OD	Ford	C38-23-1-5-NL		10.49	10.49
9	673 085 00049	Meter Coupling 2" Long - 0.75" OD	Ford	C38-23-2-NL		9.24	9.24
10	673 085 00050	Meter Coupling 2.625" Long - 1" OD	Ford	C38-44-2-625-NL		14.22	14.22
11	673 085 00054	Meter Coupling Flange Adapter - 4"	HYMAX	2100-0563-175		211.85	211.85

TOTAL

586.56

Attachment A: Required Response Template**PACE SUPPLY Corp**

(Bidder's Company Name)

Instructions:

Prospective Bidders must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for Bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
PACE SUPPLY CORP, Corporate office - 6000 State Farm Drive, #200, Rohnert Park, CA 94928. Servicing branch - 4015 Newton Road, Stockton, CA 95205. Office #209-463-7593, fax #209-463-7595. Contact email Steven Wright swright@pacesupply.com , website www.pacesupply.com .
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
Originally Bell Industries. Employee purchased August 27, 1994 and created PACE SUPPLY Corp. Employee owned. 26 years in business. Acquired Plumbing Unique 2014, acquired Hawaii Pacific Plumbing 2016, acquired Premier Pump & Supply 2016, acquired PAMSCO 2017.
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
Corporation. Employee owned with president.
- D. Names and titles of the principal owner(s).
Employee owned. Keith Hubbard - President
- E. Person(s) authorized to make commitments for your company.
President/CEO
- F. Company history, experience, years in business for current company name.
26 years in business as PACE SUPPLY. See attached for all other information
- G. Annual company revenues for the last three fiscal years.
Privately owned and not made public.
- H. Tax ID number.
68-0335304
- I. The complete scope of services offered by your company.
PACE SUPPLY is a leading wholesale distributor of plumbing supplies, pipes, valves, fittings, underground wet utilities and more.

With having done business with the City of Merced for the last 10 years, I believe we know what the city expects and deserves for service.

- B. Specific method and techniques to be employed on the project or problem.

PACE SUPPLY's goal is to supply product to all customers with accuracy, efficiency and to correct any mistake that may arise quickly. See attached Mission Statement.

IV. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFB, including, but not limited to;

- A. How you will schedule staff to ensure milestones and deadlines are met?

Inside contact person is assigned to handle all incoming city PO requests. Orders are entered promptly and confirmation is sent with product ETA's. Open orders are monitored daily.

- B. Provide required response time to the urgent service requests.

PACE SUPPLY understands that emergencies arise and we are prepared to handle and assist with product needed. Our waterworks department does have an after hours phone number that handles those needs.

- C. Provide any other relevant information that you believe would benefit City for the requested services.

With my background in the waterworks industry I understand how important it is to know the product you are providing. My goal with very customer is to give the respect and provide excellent service. We are here to make your job easier.

Submitted by:

Company Name **PACE SUPPLY Corp**

Contact Name **Steven Wright**

Title **Sales representative**

Signature 

Email **swright@pacesupply.com**

Phone **916-343-9437 cell #**

Date **August 12, 2020**

Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful Bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against

City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFB specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements that are necessary to extend coverage that is appropriate to the nature of the agreement.

Certified to above - FIRM: **If awarded contract, copy of liability insurance will be sent directly to the City of Merced with all information**

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Bid, please indicate below and describe details: (check any that apply).

☒ No exceptions taken

Exception taken to the scope of work or specifications

Exception taken to indemnification and insurance requirements

Exception to proposed contract language

Other

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

BIDDING FIRM: PACE SUPPLY CorpDATE: 08/12/2020BUSINESS ADDRESS: 4015 Newton Road, Stockton, CA 95205

SIGNATURE OF REPRESENTATIVE: _____

BY: Steven WrightTITLE: Sales Representative

INSTRUCTION REGARDING SIGNATURE: If Bidder is an individual, state "Sole Owner" after signature. If Bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If Bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____
_____	_____

(CONTINUED ON NEXT PAGE)

Attachment D: Non-Collusion Affidavit

Note: To be executed by Bidder and submitted with proposal.

State of California

(the State of the place of business)

County of San Joaquin

(the County of the place of business)

Steven Wright

(name of the person signing this form)

, being first duly sworn, deposes and

says that he/she is **Sales representative**

(title of the person signing this form)

of

PACE SUPPLY Corp

(name of bidding company)

, the party making the foregoing bid

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or of any other Bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said Bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Bidder in the general business.

By:



(signature)

Printed Name:

Steven Wright

(name of the person signing this form)

Title:

Sales Representative

(title of the person signing this form)

Notary is required for this bid.

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On August 13, 2020 before me, Jose Santiago Vega, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven Wright

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Attachment D: Non-Collusion Affidavit

Document Date: August 13, 2020 Number of Pages: 45

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven Wright Signer's Name: _____

☒ Corporate Officer – Title(s): Notary Public ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

General Terms & Conditions for Bids

Vendor shall perform no additional services unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the Vendor or his /her designee shall monitor the results of the work. However, the means by which the work is accomplished shall be the sole responsibility of the Vendor.

1. **TIME OF PERFORMANCE, DELIVERY SCHEDULE.** Vendor shall complete all deliveries within three (3) to five (5) working days after receipt of an order from City. Conditions may arise which require emergency deliveries (including holidays and weekends) within two (2) days after an order by City. City will indicate on any order if the order is an emergency order requiring expedited delivery.

2. **COMPENSATION.** Payment by the City to the Vendor for actual services and supplies delivered to City pursuant to the resulting agreement shall be made upon presentation of an invoice detailing the supplies and services delivered under the Scope of Services, in accordance with the fee schedule in such agreement. The Vendor agrees to provide all supplies and services required under the Scope of Services of this RFB.

3. **METHOD OF PAYMENT.** Compensation to Vendor shall be paid by the City after submission by Vendor of an invoice delineating the services performed and quantities of all products, materials and supplies delivered.

4. **TRAINING AND SAFETY REQUIREMENTS.** Vendor shall properly and legally maintain all vehicles and equipment used in connection with the performance of the resulting agreement. Vendor shall train all delivery drivers and personnel to safely handle and deliver all materials, products and supplies being provided to City under such agreement. Vendor shall maintain records or training of Vendor's drivers and other personnel, which shall be made available to City upon request.

5. **VENDOR'S BOOKS AND RECORDS.** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor as agreed to in the agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

6. **INDEPENDENT CONTRACTOR.** It is expressly understood that Vendor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Vendor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Vendor desire any insurance protection, the Vendor is to acquire it at its expense.

In the event Vendor or any employee, agent, or subcontractor of Vendor providing services under the resulting agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Vendor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

7. **INDEMNITY.** Vendor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Vendor or Vendor's officers, employees, volunteers, and agents during performance of the resulting agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Vendor or its employees, subcontractors, or agents, or by the quality or character of Vendor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the resulting agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of such agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of the agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8. **INSURANCE.** During the term of the resulting agreement, Vendor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

(i) Vendor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Vendor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

(iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Vendor.

(iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Vendor and its sub- contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

(v) Vendor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

(i) Vendor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

(ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Vendor.

(iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Vendor and its sub- contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Qualifications of Insurer. An acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements, shall provide the insurance:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. Certificate of Insurance. Vendor shall complete and file with the City prior to engaging in any operation or activity set forth in the resulting agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of the agreement, without thirty (30) days

written notice to City prior to the effective date of such cancellation-including cancellation for nonpayment of premium.

f. Notwithstanding any language in the resulting agreement to the contrary, Vendor shall be entitled to be paid pursuant to the terms of such agreement until Vendor has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Vendor's insurance policies are not current.

9. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that the resulting agreement contemplates personal performance by the Vendor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Vendor under the agreement will be permitted only with the express written consent of the City.

10. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate the resulting agreement any time by mailing a notice in writing to Vendor that the resulting agreement is terminated. Said agreement shall then be deemed terminated, and no further work shall be performed by Vendor. If the agreement is so terminated, the Vendor shall be paid for those supplies and services previously delivered to the City at the time the notice of termination is received.

11. **CONFORMANCE TO APPLICABLE LAWS.** Vendor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Vendor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

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

12. **WAIVER.** In the event that either City or Vendor shall at any time or times waive any breach of the resulting agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of such agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

13. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the resulting agreement itself, the terms of the agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in the resulting agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

14. **AMBIGUITIES.** The resulting agreement will be negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in the resulting agreement against the party that drafted the resulting agreement is of no application and is hereby expressly waived.

15. **VENUE.** The resulting agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the agreement shall be held exclusively in a state court in the County of Merced.

16. **AMENDMENT.** The resulting agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

17. **INTEGRATION.** The resulting agreement will constitute the entire understanding and agreement of the parties and will supersede all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

18. **AUTHORITY TO EXECUTE.** The person or persons executing the resulting agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute such agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

19. **COUNTERPARTS.** The resulting agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement.

-- End of General Terms and Conditions --