



**GRASS VALLEY**  
A PLACE TO LIVE AND THRIVE

**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT**

**GENERAL SPECIFICATIONS  
AND  
PROPOSAL**

**FOR**

**CHEMICAL PURCHASES  
FOR  
OCTOBER 1, 2023 THROUGH  
SEPTEMBER 30, 2026**

**Bidder's Name:** \_\_\_\_\_

**Bid Opening Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**CITY OF GRASS VALLEY, CA**  
Specifications and Invitation to Bid

**CHEMICAL PURCHASES  
FOR  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026**

Attached please find a list of chemicals used by the CITY OF GRASS VALLEY on an annual basis. You are invited to bid on any or all of the items listed on the attached spreadsheet. Bids are due by August 31, 2023 at 3:00 P.M. Any bids received after this time will be rejected. Bids packages will be opened at the 125 East Main Street, Grass Valley, CA 95945, on August 31, 2023 at 3:00 PM.

Chemicals should be bid by specified quantity (gallon, ton, etc.) and include any handling, shipping, taxes or deposits. Please note the usage is estimated and may be higher or lower depending on the City's needs.

**1. PREPARATION AND SUBMITTAL OF PROPOSALS**

- A. Bids not submitted on the Bid Proposal Form may be rejected.
- B. Bids are to be submitted on forms contained in the bid packet. Bids are to be submitted to the Public Works Utilities Director, at City of Grass Valley, 125 East Main St, Grass Valley, CA 95945, not later than September 12, 2023, at 5:00 P.M. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "CHEMICAL PURCHASES PROPOSAL
- C. All information requested of the vendor shall be entered in the appropriate space on the Bid Proposal Form. Failure to do so may disqualify your bid.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing date/time will not be accepted. Any exceptions to specifications must be stated on the bid.
- F. Each bidder shall state the net unit price for said item/service delivered F.O.B., City of Grass Valley WWTP, 556-C Freeman Lane, Grass Valley, CA 95949, City of Grass Valley Water Treatment Plant, 11808 Alta Vista Street, Grass Valley, CA 95945, or City of Grass Valley Memorial Park Pool

441 Central Avenue, Grass Valley, CA 95945, respectively. Calcium Nitrate will be ordered as a split-delivery for up to (4) locations per order.

- G. One (1) copy of the bid proposal must be submitted by the date and at or prior to the time specified, to be considered. No late bids, telegraphic or telephone bids will be accepted. The City will not be responsible for, nor will accept, postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- H. An authorized officer or agent of the bidder shall sign all bids.
- I. All bids, whether accepted or rejected, shall become the property of the City of Grass Valley.
- J. Any reference to brand names and numbers in the invitation for bids is descriptive, but not restrictive, unless otherwise specified.

### **3. TAXES**

- A. Where applicable add 8.5% California Sales Tax to the item(s) in your bid.
- B. If your company is outside California and collects use tax, please state the amount as a separate item if the City of Grass Valley is to remit the tax.

### **4. PAYMENT, TERMS, & INVOICE REQUIREMENTS**

- A. Bidder must state exact payment terms in their bid proposal. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, to the City of Grass Valley, 125 East Main Street, Grass Valley, CA 95945 – Attention: Public Works Utilities Director.
- C. The City will pay after delivery and acceptance of the chemical(s) by the City. Under no condition will the City make partial payment, progress payments, or otherwise modify these terms and conditions for payment.

### **5. LIABILITIES**

- A. The vendor shall hold the City of Grass Valley, its officers, agents, and employees harmless from liability of any nature or kind because of use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this bid, and agrees to defend, at their own expense, any and all actions brought against the City of Grass Valley or himself/herself because of the unauthorized use of such articles.

## 6. AWARD/TERMINATION OF CONTRACT – PURCHASE ORDER

- A. Competitive Bidding: If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control, or effect the awarding of this bid, is in violation of competitive bidding requirements, and may render any bid under such circumstances void.
- B. Award of Bid: The award of this bid will be based on the lowest responsive and responsible bidder for each bid unit item for each chemical (separate awards for each chemical by unit price), meeting all of the City's specifications and conditions, and is subject to formal award by the City of Grass Valley City Council. It is at the sole discretion of the City to determine the bidder best suited to meet the requirements of the specification.
- C. The City of Grass Valley reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informality and/or negotiate minor deviations to the bid, with the successful bidder. The City of Grass Valley's decision shall be final.
- D. If a purchase order/contract shall be entered into by the bidder and the City of Grass Valley, such purchase order/contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Grass Valley.
- E. Acceptance of chemicals shall be made upon the City of Grass Valley's complete satisfaction.
- F. Contract Term: The initial contract term will be for a period of three (3) years. Additional 1-year extensions may be approved, as agreed upon by both parties, if doing so will be cost effective to the City. No price escalation will be permitted within the first two year period. The Contractor may propose suitable price escalations for consideration by the City, to become effective during the third year and for each subsequent extension period.

## 7. ADDITIONAL REQUIREMENTS

- A. For sodium hydroxide at WWTP: **bid shall include remote monitoring of tank level/volume.** This will require level sensing equipment and a cellular device to facilitate remote telemetry. The level/volume information should be accessible by City staff and have the ability to set notifications (text or email) based on user-selected parameters.

## **8. CHANGES IN PURCHASING ORDER/CONTRACT**

- A. No changes may be made in the purchase order/contract without written authorization of the City of Grass Valley Public Works Director/City Engineer.

## **9. DELIVERY REQUIREMENTS**

- A. Delivery of all chemicals on this bid shall be on an as needed basis for the period from October 1, 2023 through September 30, 2026. Any units not delivered within a reasonable time frame may be cancelled from the purchase order/contract or, at the City of Grass Valley's option, an extension may be granted, whichever is in the City of Grass Valley's best interest.

## **10. CONFLICT OF INTEREST**

- A. Bidder warrants and covenants that no official or employee of the City of Grass Valley, nor any business entity which an official of the City of Grass Valley has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Grass Valley.
- B. The relationship of the Vendor to the City will be that of an independent vendor and not as an officer, employee or agent of the City.

## **11. FORCE MAJEURE**

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use of delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The City of Grass Valley reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

## **12. NON-DISCRIMINATION/HARASSMENT/RETALIATION**

- A. The Vendor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Purchase Order/Contract or any applicant for

employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability, and that this Purchase Order/Contract provision shall include but not be limited to the following: employment, upgrading, promotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- B. It is the policy of the City of Grass Valley that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, (heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition, (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied.

### **13. ADDENDUMS**

- G. The City of Grass Valley will endeavor to ensure that each bidder is notified of any addendums but it shall be the sole responsibility of the bidder for checking with the City Public Works Department (530) 274-4300) for addendum(s). Addendum(s) may be posed up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate if addendum(s) released by the City were incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the City reserves the right to reject the bid.

### **14. QUESTIONS AND INQUIRIES**

- a. All questions regarding this bid offering, pre opening should be directed to Trever Van Noort, Utilities Director at [treverv@citofgrassvalley.com](mailto:treverv@citofgrassvalley.com). Questions that, in the opinion of the City, are fundamental to the development of pricing will be released to all vendors holding bid packets as an addendum.

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## PROPOSAL

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Proposal to the City of Grass Valley, State of California, County of Nevada for the purchase of:

**CHEMICAL PURCHASES FOR OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026**

**NAME OF BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**FEDERAL TAX I.D. No.:** \_\_\_\_\_

**PHONE NUMBER (     ) \_\_\_\_\_**

**ADDENDA** - This Proposal is submitted with respect to the changes to the Bid included in addenda number(s) \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert in this Proposal any Bid Item sheets that were received as part of the addenda.)

**In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the chemicals offered are in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

## BID ITEMS

The award of this bid will be based on the lowest responsive and responsible bidder for each bid unit item for each chemical (separate awards for each chemical by unit price), meeting all of the City's specifications and conditions, and is subject to formal award by the City of Grass Valley City Council. It is at the sole discretion of the City to determine the bidder best suited to meet the requirements of the specification.

Costs not specifically broken out as bid items must be incorporated into the specified bid item (i.e. cost of handling, shipping, taxes, etc.)

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	<b>CAUSTIC SODA 30%</b>	gal	40,000		
2	<b>SODIUM HYPOCHLORITE 12.5% WWTP/WTP</b>	gal	10,000		
3	<b>SODIUM HYPOCHLORITE 12.5% Memorial Pool</b>	gal	2,200		
4	<b>LIQUID ALUM</b>	gal	6,000		
5	<b>CALCIUM NITRATE</b>	gal	8,000		
6	<b>CATIONIC EMULSION POLYMER (Nalco 3466 or equal)</b>	250 gal totes	8		