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DEPARTMENT OF
GENERAL SERVICES

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

February 17, 1988
SS:Admin:FM:SA:bb

5730 - 24TH STREET
BUILDING FOUR
SACRAMENTO, CA
95822-3699

916-449-5548

DIVISIONS:

COMMUNICATIONS
FACILITY MANAGEMENT
FLEET MANAGEMENT
PROCUREMENT SERVICES

City Council
Sacramento, California

CITY MANAGER'S OFFICE

RECEIVED
FEB 23 1988

Honorable Members in Session:

SUBJECT: Recommendation of Award

SUMMARY

Attached is a tabulation of sealed proposals received by the City Clerk for furnishing materials and supplies in accordance with specifications adopted by the City Council.

RECOMMENDATION

It is recommended that, in the City's best interest, the City Council accept the lowest responsive and responsible proposals submitted as follows:

<u>Bid No.</u>	<u>Bidder</u>	<u>Items Awarded</u>	<u>Contract Amount</u>
1198 - Back-flow Prevention Devices (Attachment #1)	Grinnell Corporation 431 Richards Blvd. Sacramento, CA 95814	All	\$25,000.00
1200 - Herbicides (Attachment #2)	Stanislaus Farm Supply 624 E. Service Road Modesto, CA 95351	All	\$24,861.24

APPROVED
BY THE CITY COUNCIL

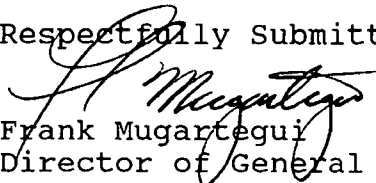
MAR 3 1988

OFFICE OF THE
CITY CLERK

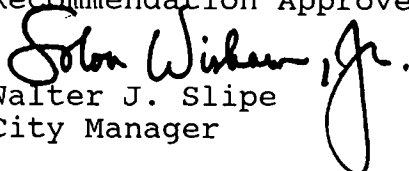
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Sufficient funds are available to award the contract.

Respectfully Submitted,


Frank Mugartegui
Director of General Services

Recommendation Approved:


for: Walter J. Slipe
City Manager

2 Attachments

March 1, 1988
All Districts

ATTACHMENT #1

BID NO. 1198 - BACKFLOW PREVENTION DEVICES

	<u>Bid Total (Incl. Tax)</u>	<u>City Preference</u>	<u>Cash Discount</u>	<u>Net Bid Total</u>
Grinnell Corporation	\$16,437.98*	Yes	2%	\$15,948.13
SUSCO	\$17,025.14*	Yes	Net	\$16,854.89
Buttes Pipe & Supply Co.	\$18,798.72	Yes	Not Acceptable	\$18,610.73
Nolan's Plumbing Supply	\$18,633.90	Yes	Net	\$18,447.56
R & S Supply Co.	\$19,452.61	No	3%	\$18,869.03
Water Control Company	\$19,534.79	No	3%	\$18,948.75
Camellia Valley Supply	\$17,096.46	Yes	2%	\$16,586.99

*Bid totals corrected for extension error

Total Award of Contract To: Grinnell Corporation
431 Richards Blvd.
Sacramento, CA 95814

Total Amount of Contract: \$25,000.00**

Original Estimated Cost: \$20,000.00

User: Water Division

Due Date: February 9, 1988

**The bid total of \$15,948.13 represents the total of those items selected for evaluation purposes only. The requested contract amount of \$25,000.00 more closely represents the actual amount to be expended each contract year.

ATTACHMENT #2

BID NO. 1200 - HERBICIDES

<u>Bidder</u>	<u>Item 1 Total</u>	<u>Item 2 Total</u>	<u>Item 3 Total</u>	<u>Bid Total (Less Tax)</u>
Van Waters & Rogers	\$15,948.00	\$2,814.20	No Bid	Incomplete
Stanislaus Farm Supply	\$15,828.00	\$2,788.00	\$4,838.00	\$23,454.00
Target Specialty Products	\$16,035.00	\$2,875.00	\$4,725.00	\$23,635.00
UAP Special Products	\$16,020.00	\$2,837.50	\$4,960.00	\$23,817.50
Pacoast Inc.	\$15,660.00	\$2,750.00	\$5,400.00	\$23,820.00
Sierra Pacific Turf Supply	\$17,775.00	\$3,125.00	\$5,100.00	\$26,000.00
Orchard Supply Co.	\$17,733.00	\$3,144.50	\$5,250.00	\$26,127.50

Total Award of Contract To: Stanislaus Farm Supply
624 E. Service Road
Modesto, CA 95351

Total Amount of Contract: \$24,861.24

Original Estimated Cost: \$25,000.00

User: Flood Control/Central Stores

Due Date: February 16, 1988

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SACRAMENTO UTILITIES SUPPLY CO.

City of Sacramento
City Clerk
915 I Street, Room 203
Sacramento, CA 95814

Re: Proposal 1198
Due 10:30 AM, 2/9/88

Dear Sir,

Please accept this letter as authorization for the barrer to withdraw our bid submitted at an earlier date. He will replace that bid with one of a more recent creation.

Thank you for your cooperation.

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
FEB 5 3 07 PM '88

Extension Error

Item 05 S/B

1014.80

Sub Total / 16,061.45

6% Tax 963.687

Bid Total / 17,025.14

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By the
ice of the City Clerk

1. The first step is to identify the problem.
 2. The second step is to define the problem.
 3. The third step is to analyze the problem.
 4. The fourth step is to develop a solution.
 5. The fifth step is to implement the solution.
 6. The sixth step is to evaluate the solution.
 7. The seventh step is to monitor the solution.
 8. The eighth step is to maintain the solution.
 9. The ninth step is to improve the solution.
 10. The tenth step is to document the solution.

100

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

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BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder SACRAMENTO Utility Supply Co Telephone 452-3202

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 7832 RAMONA AVE SACRAMENTO CA 95826
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take in full payment therefor, the prices set forth in the attached schedule.

ANDREW J. GOLIGOWSKI SALES MANAGER Andrew J. Goligowski
Typed or Printed Name and Title Signature

Address (if different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Corrairie Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

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By the
Office of the City Clerk

1904

1905

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CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. Rm. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>te</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

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By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

SUSCO

0117

1944

1944

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VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Andrew J. Goligowski.
(Please Print)

I am employed by SUSCO, hereafter
referred to below as "the firm".

I am the Sales Manager of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan
or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa
or Namibia, or
any business firm for the express purpose of doing business
with, conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on 1-28-88, at 12:30, PM.

Andrew J. Goligowski
(Signature)

Sales Manager
(Title)

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By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [☒] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

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By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, <u>FEBCO 805Y-BV</u>	\$ <u>66.65</u>	\$ <u>66.65</u>
		Manufacturer and Model No. _____		
2	1 each	4 inch double check backflow preventer, <u>FEBCO 805Y-RW</u>	\$ <u>840.00</u>	\$ <u>840.00</u>
		Manufacturer and Model No. _____		
3	1 each	6 inch double check backflow preventer, <u>FEBCO 805Y-RW</u>	\$ <u>1380.00</u>	\$ <u>1380.00</u>
		Manufacturer and Model No. _____		
4	3 each	1 inch reduced pressure backflow preventer, <u>FEBCO 825Y-BV</u>	\$ <u>129.00</u>	\$ <u>387.00</u>
		Manufacturer and Model No. _____		
5	4 each	2 inch reduced pressure backflow preventer, <u>FEBCO 825Y-BV</u>	\$ <u>253.70</u>	\$ <u>1148.00</u>
		Manufacturer and Model No. _____		5/8 1014.80

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Page 6 of 12 Pages

By the
Office of the City Clerk

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6	1 each	3 inch reduced pressure backflow preventer, <u>FEBCO 825-RW</u>	\$ <u>1048.00</u>	\$ <u>1048.00</u>
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Manufacturer and Model No. _____

7 2 each 4 inch reduced pres- \$ 1180.00 \$ 2360.00
sure backflow preventer,
FEBCO 825-RW

Manufacturer and Model No. _____

8 3 each 6 inch reduced pres- \$ 1795⁰⁰ \$ 5385.00
 sure backflow preventer,
 (FEBCO 825-RW)

Manufacturer and Model No.

9	1 each	8 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ 3580 ⁰⁰	\$ 3580.00
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Manufacturer and Model No.

Sub-Total \$ 15,161.45

6% Sales Tax 909.69

TOTAL BID PRICE \$ 16,071.14

Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

<u>Brand</u>	<u>Price Sheet Identification</u>	<u>Discount</u>
--------------	-----------------------------------	-----------------

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

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Page 7 of 12 Pages

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By the
Office of the City Clerk

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BID NO. 1198

By the
Office of the City Clerk

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Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: Net % for payment within 30 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- (✓) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

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BID NO. 1198

Contract ExtensionBy the
Office of the City Clerk

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED

BID NO. 1198

FEB 09 1988

By the
Office of the City Clerk

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General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: SUSCO
DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

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GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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FEB 09 1988
By the
Office of the City Clerk

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GENERAL PROVISIONS - continued.

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>le</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
(<input checked="" type="checkbox"/>) NONE REQUIRED
() PROPERLY SIGNED
BID DEPOSIT TYPE
() BID BOND
() CALIF. BANK CASHIER'S CHECK
() CERTIFIED CHECK
() CASH
() CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
() SECURITY RETURNED
() SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

Withdrawn
FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

SUSCO

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder SACRAMENTO Utility Supply Co Telephone 452-3202

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 7832 RAMONA AVE SACRAMENTO CA 95826
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take in full payment therefor, the prices set forth in the attached schedule.

ANDREW J. GOLIGOWSKI SALES MANAGER Andrew J. Goligowski
Typed or Printed Name and Title Signature

Address (if different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. Faithful Performance Bond. The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. Cash Discounts. Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 09 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Andrew J. Goligowski.
(Please Print)

I am employed by SUSCO, hereafter referred to below as "the firm".

I am the Sales Manager of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-28-88, at 12:30, PM.

Andrew J. Goligowski
(Signature)

Sales Manager
(Title)

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FEB 09 1988

By the
Office of the City Clerk

4

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [☒] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

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FEB 09 1988
By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

4

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, <u>FEBCO 805Y-BV</u>	\$ <u>77.40</u>	\$ <u>77.40</u>
		Manufacturer and Model No. _____		
2	1 each	4 inch double check backflow preventer, <u>FEBCO 805Y-RW</u>	\$ <u>1048.00</u>	\$ <u>1048.00</u>
		Manufacturer and Model No. _____		
3	1 each	6 inch double check backflow preventer, <u>FEBCO 805Y-RW</u>	\$ <u>1731.00</u>	\$ <u>1731.00</u>
		Manufacturer and Model No. _____		
4	3 each	1 inch reduced pressure backflow preventer, <u>FEBCO 825Y-BV</u>	\$ <u>145.00</u>	\$ <u>435.00</u>
		Manufacturer and Model No. _____		
5	4 each	2 inch reduced pressure backflow preventer, <u>FEBCO 825Y-BV</u>	\$ <u>292.50</u>	\$ <u>1170.00</u>
		Manufacturer and Model No. _____		

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By the
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4

6 1 each 3 inch reduced pres- \$ 1048.00 \$ 1048.00
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

7 2 each 4 inch reduced pres- \$ 1465.00 \$ 2930.00
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

8 3 each 6 inch reduced pres- \$ 2215.00 \$ 6645.00
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

9 1 each 8 inch reduced pres- \$ 4715.00 \$ 4715.00
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

Sub-Total \$ 19,799.40

6% Sales Tax 1,187.96

TOTAL BID PRICE \$ 20,987.36

Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

<u>Brand</u>	<u>Price Sheet Identification</u>	<u>Discount</u>
<u>FEBCO</u>	<u>N/A</u>	_____
_____	_____	_____
_____	_____	_____

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

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 FEB 09 1988

FILED

FEB 09 1988

BID NO. 1198

By the
Office of the City Clerk

4

Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: Net % for payment within 30 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- (✓) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED

BID NO. 1198

FEB 09 1988

By the
Office of the City Clerk

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: _____

SUSCO

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

1944

1945

1946

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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MAY 09 1988
By the
Office of the City Clerk

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

JAN 26 1988

Camellia Valley Supply

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>ca</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

Camellia Valley Supply

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder Camellia Valley Supply Telephone 381-6100

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 8732 Fruitridge Sac. Ca. 95826
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Stan Breen Stan Breen
Typed or Printed Name and Title Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

- To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)
1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
 2. An Individual doing business under his own name, sign: your own name only.
 3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
 4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Corrae Magana
City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 09 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Stan Breen.
(Please Print)

I am employed by Camellia Valley Supply, hereafter referred to below as "the firm".

I am the Salesman of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa,
or Namibia, or
any business firm for the express purpose of doing business
with; conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on 2/5/88, at SAC. CA.
Stan Breen Sales
(Signature) (Title)

FILED

FEB 09 1988

By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no ☒ [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility. **NO**

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

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GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$ <u>67⁷⁴</u>	\$ <u>67⁷⁴</u>
		Manufacturer and Model No. <u>Watts 709</u>		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>858⁰⁰</u>	\$ <u>858⁰⁰</u>
		Manufacturer and Model No. <u>Febc 805Y</u>		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>1409⁰⁰</u>	\$ <u>1409⁰⁰</u>
		Manufacturer and Model No. <u>Ames DC</u>		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>102⁰⁰</u>	\$ <u>306⁰⁰</u>
		Manufacturer and Model No. <u>Watts 009</u>		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>248⁰⁰</u>	\$ <u>992⁰⁰</u>
		Manufacturer and Model No. <u>Watts 909</u>		

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6	1 each	3 inch reduced pres- sure backflow preventer, FEBCO 825-RW	\$ <u>960⁰⁰</u>	\$ <u>960⁰⁰</u>
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Manufacturer and Model No. Watts 909

7	2 each	4 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ <u>1216⁰⁰</u>	\$ <u>2432⁰⁰</u>
---	--------	--	-----------------------------	-----------------------------

Manufacturer and Model No. Febco 825

8 3 each 6 inch reduced pres- \$ 1848⁰⁰ \$ 5544⁰⁰
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. Febco 875

9	1 each	8 inch reduced pres- sure backflow preventer, FEBCO 825-RW	\$ <u>3560⁰⁰</u>	\$ <u>3560⁶⁰</u>
---	--------	--	-----------------------------	-----------------------------

Manufacturer and Model No. Ames RP

Sub-Total \$ 16 128⁷⁴

6% Sales Tax 967⁷²

TOTAL BID PRICE \$ 17,096 ⁴⁶

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Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

Brand

Price Sheet Identification

Disccunt

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

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BID NO. 1198

4

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Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: 2% for payment within 20 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- ☒ The bidder maintains a place of business within the City of Sacramento.
- ☐ The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

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By the
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FEB 09 1988

BID NO. 1198

4

By the
Office of the City Clerk

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: Camellia Valley Supply Edan Brown
DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

4



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

RECEIVED

JAN 28 1988

Butter Pipe & Supply Co. SAC

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>le</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

Butter Pipe & Supply Co. of Sacramento

4

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder BUTTES PIPE & SUPPLY CO SACRAMENTO Telephone 916-929-8484

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 2400 MANNING ST. SACRAMENTO CA. 95815
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

ROBERT C GRAY - MGR.
Typed or Printed Name and Title

Robert C. Gray
Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An Individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Corrairie Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

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By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

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By the
Office of the City Clerk

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VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is ROBERT C GRAY.
(Please Print)

I am employed by BOTTES PIPE & SUPPLY CO, hereafter referred to below as "the firm".

I am the V/P GEN MGR. of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan 28 1988, at Sacramento, Ca.

Robert C. Gray
(Signature)

Mgr.
(Title)

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By the
Office of the City Clerk

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CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes ☐ no ☒ ☐ MBE ☐ WBE ☐ DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

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By the
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Revised 10/30/87.

ADM3.DBEMBEWBE

4

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$ <u>72.⁵⁴</u>	\$ <u>72.⁵⁴</u>
		Manufacturer and Model No. <u>1" WILKINS # 550AB</u>		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>950.⁸⁷</u>	\$ <u>950.⁸⁷</u>
		Manufacturer and Model No. <u>4" WILKINS # 550R</u>		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>1601.⁷⁶</u>	\$ <u>1601.⁷⁶</u>
		Manufacturer and Model No. <u>6" WILKINS # 550R</u>		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>139.⁵¹</u>	\$ <u>418.⁵³</u>
		Manufacturer and Model No. <u>1" WILKINS # 575AB</u>		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>271.⁵⁶</u>	\$ <u>1086.²⁴</u>
		Manufacturer and Model No. <u>2" WILKINS # 575AB</u>		

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4

6	1 each	3 inch reduced pres- sure backflow preventer, FEBCO 825-RW	\$ <u>957.⁵⁸</u>	\$ <u>957.⁵⁸</u>
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Manufacturer and Model No. 3" WILKINS # 575R

7	2 each	4 inch reduced pres- sure backflow preventer, FEBCO 825-RW	\$ <u>1343.⁷³</u>	\$ <u>2687.⁴⁶</u>
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Manufacturer and Model No. 4th WILKINS #575R

8	3 each	6 inch reduced pres- sure backflow preventer, FEBCO 825-RW	\$ <u>2079.⁴³</u>	\$ <u>6238.²⁹</u>
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Manufacturer and Model No. 6" WILKINS 575R

9	1 each	8 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ <u>3721.³⁷</u>	\$ <u>3721.³⁷</u>
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Manufacturer and Model No. 8" WILKINS M8 575R

Sub-Total \$ 17,734.64

FILED

BID NO. 1198

FEB 09 1988

4

Brand Names

By the
Office of the City Clerk

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: 2 % for payment within 10 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- (☒) The bidder maintains a place of business within the City of Sacramento.
- (☐) The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis; however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

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FEB 09 1988
 By the
 Office of the City Clerk

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED

BID NO. 1198

FEB 09 1988

4

General Provisions

By the
Office of the City Clerk

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: Butler Pipe & Supply Co. of Sacramento
DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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By the
Office of the City Clerk

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

FAX NO. 415-952-2918

ZURN

DATE 1/27/88 PG 1 OF 1

WILKINS REGULATOR DIVISION

TELEFAX # 805-238-5766

COMPANY NAME: Glenclon

ATTENTION: Steve Wany

FROM: Maryann Dando

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FEB 09 1988
Office of the City Clerk

IF THIS TRANSMISSION IS INCOMPLETE, PLEASE CONTACT US IMMEDIATELY AT 805-238-7100. THANK YOU.

Seamless Quote!

805Y-RV	Item #1	-1" 550 AB @	\$68.91 ea	①	72.54
	#2	-4" 550 R @	903.33 ea	①	950.87
	#3	-6" 550 R @	1521.67 ea	①	1601.76
	or	M6 550 R @	1,461.03 ea	?	1537.93
B. 5000	#4	-1" 575 AB @	132.53 ea	③	139.51
	#5	-2" 575 AB @	257.98 ea	④	271.56
	#6	-3" 575 R @	909.70 ea	①	957.58
	#7	-4" 575 R @	1,276.54 ea	②	1343.73
	#8	-6" 575 R @	1,975.46 ea	③	2079.43
	or	M6 575 R @	1,940.26 ea		2042.38
	#9	-M8 575 R @	3,535.30 ea	①	3721.37
					16847.88

Prices if awarded good for 360 days

Maryann

\$17,834.64

1973
1974
1975

1976

1977

1978

1979

1980

1981

1982

1983

1984

1985

1986

1987

1988



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED 2-9-88
EMPLOYEE INITIALS li
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
☒ NONE REQUIRED
☐ PROPERLY SIGNED

BID DEPOSIT TYPE
☐ BID BOND
☐ CALIF. BANK CASHIER'S CHECK
☐ CERTIFIED CHECK
☐ CASH
☐ CALIF. BANK MONEY ORDER

AFTER AWARD OF BID
☐ SECURITY RETURNED
☐ SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

Michael S Nolan DBA
Nolan's Plumbing Supply &

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder Nolan's Plumbing Supply Telephone 916 925-3629

Type of Business: ☐ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☒ Individual doing business using a firm name.

Business Address: 4807 Rio Linda Blvd. Sacto. Ca 95838
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Mike S NOLAN (owner) MA
Typed or Printed Name and Title Signature
Michael S Nolan DBA Nolan's Plumbing Supply
Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: Corraine Magana ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

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FEB 09 1988

By the
Office of the City Clerk

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VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is MIKE NOLAN.
(Please Print)

I am employed by NOLAN'S Plumbing Supply, hereafter referred to below as "the firm".

I am the OWNER of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2-2-88, at Sacramento, Ca.

[Signature]
(Signature)

FILED

FEB 09 1988

By the
Office of the City Clerk

owner
(Title)

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N. Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] ☒ no [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

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SEP 09 1988

By the
Office of the City Clerk

Revised 10/30/87

ADM3.DBEMBEWBE

4
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$ <u>69.95</u>	\$ <u>69.95</u>
		Manufacturer and Model No. <u>Hersey FSC Double check w/ Ball Valves</u>		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>899.95</u>	\$ <u>899.95</u>
		Manufacturer and Model No. <u>Hersey No. 2 Dble check w/ Gate Valves</u> NRS		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>1499.95</u>	\$ <u>1499.95</u>
		Manufacturer and Model No. <u>Hersey No. 2 Dble check w/ Gate Valves</u> NRS		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>129.95</u>	\$ <u>389.85</u>
		Manufacturer and Model No. <u>Hersey FRP-II Red. pressure w/ Ball Valves</u>		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>249.95</u>	\$ <u>999.80</u>
		Manufacturer and Model No. <u>Hersey FRP-II Red. pressure w/ Ball Valves</u>		

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By the
Office of the City Clerk

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4

- 6 1 each 3 inch reduced pres-
sure backflow preventer,
FEBCO 825-RW \$ 919.95 \$ 919.95 CI NRS
- Manufacturer and Model No. Hersey 6CM Red pressure w/gate Valves
- 7 2 each 4 inch reduced pres-
sure backflow preventer,
FEBCO 825-RW \$ 1299.95 \$ 2599.90 CI
- Manufacturer and Model No. Hersey 6CM Red pressure w/gate Valves NRS
- 8 3 each 6 inch reduced pres-
sure backflow preventer,
FEBCO 825-RW \$ 1999.95 \$ 5999.85 CI
- Manufacturer and Model No. Hersey 6CM Red pressure w/gate Valves NRS
- 9 1 each 8 inch reduced pres-
sure backflow preventer,
FEBCO 825-RW \$ 4199.95 \$ 4199.95 CI
- Manufacturer and Model No. Hersey 6CM Red pressure w/gate Valves NRS

FILED

FEB 09 1988

By the
Office of the City Clerk

Sub-Total \$ 17,579.15

6% Sales Tax 1054.75

TOTAL BID PRICE \$ 18,633.90

Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

<u>Brand</u>	<u>Price Sheet Identification</u>	<u>Discount</u>
_____	<u>see attached list price</u>	_____
_____	_____	_____
_____	_____	_____

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

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FILED

BID NO. 1198

FEB 09 1988

4

Brand Names

By the
Office of the City Clerk

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

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Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: net % for payment within 30 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- (X) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

*subject to manufacturers increase only
as per conversation with Russ Haynes 2-1-88*

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

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No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment. *subject to manufactures increases only as per conversation with Russ Haynes 2-1-89*

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

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- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
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- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED

FEB 09 1988

By the
Office of the City Clerk

FILED

FEB 09 1988

BID NO. 1198

By the
Office of the City Clerk

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The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

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Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

9
4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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By the
Office of the City Clerk

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

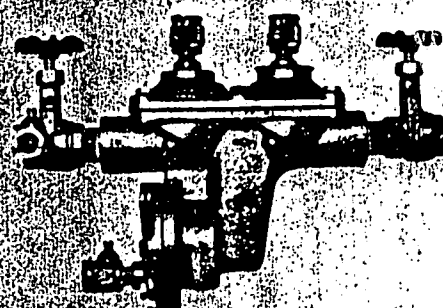
5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

MODEL FRPII
REDUCED PRESSURE PRINCIPLE



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By the
Office of the City Clerk


EFFECTIVE
AUGUST 3, 1987

DESCRIPTION

LIST
PRICE

CA
RES

3/4" FRPII less gates	196.05
3/4" FRPII with gates	237.24
3/4" FRPII with ball valves	251.76
1" FRPII less gates	231.39
1" FRPII with gates	283.40
1" FRPII with ball valves	300.74
1 1/4" FrpII less gates	381.56
1 1/4" FrpII with gates	461.33
1 1/4" FrpII with ball valves	493.16
1 1/2" FrpII less gates	429.48
1 1/2" FrpII with gates	507.19
1 1/2" FrpII with ball valves	542.19
1 1/2" FrpII with osy gates	759.62
2" FRPII less gates	527.06
2" FRPII with gates	623.19
2" FRPII with ball valves	672.42
2" FRPII with osy gates	935.50

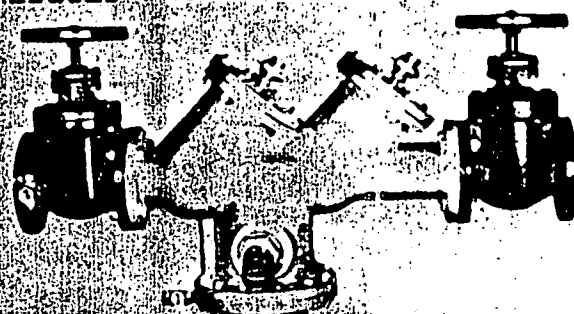


1990

1. *Chlorophyll a* (Chl *a*)

MODEL 6CM
REDUCED PRESSURE PRINCIPLE

EFFECTIVE
AUGUST 3, 1987



DESCRIPTION

LIST
PRICE

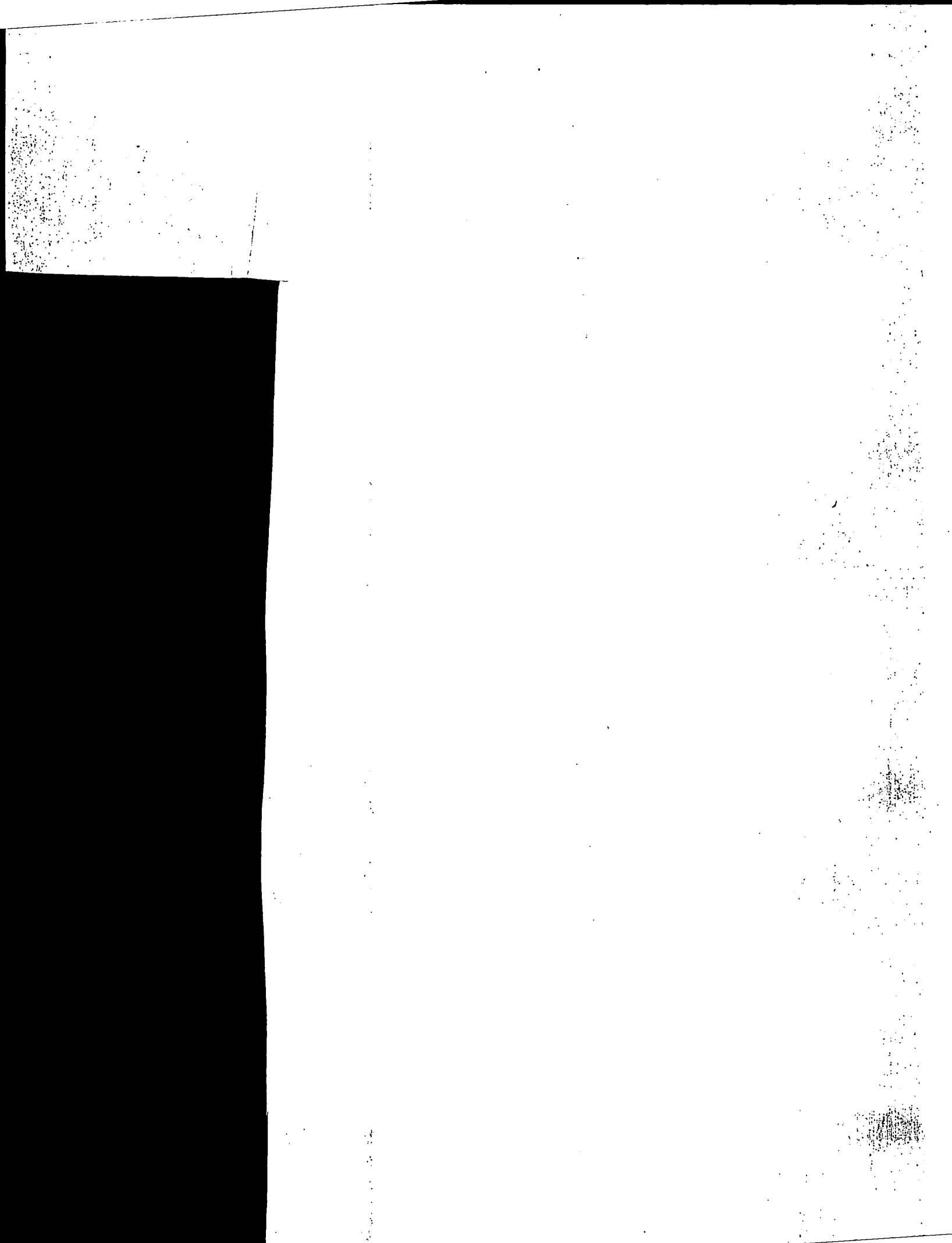
RE

BRONZE BODY

2 1/2" 6CM less gates	1533.57
2 1/2" 6CM with nrs gates	1866.09
2 1/2" 6CM with osy gates	2002.69
3" 6CM less gates	1943.18
3" 6CM with nrs gates	2358.34
3" 6CM with osy gates	2404.50
4" 6CM less gates	2740.48
4" 6CM with nrs gates	3293.55
4" 6CM with osy gates	3425.31
6" 6CM less gates	6106.20
6" 6CM with nrs gates	6962.53
6" 6CM with osy gates	7146.88

CAST IRON BODY

2 1/2" 6CM less gates	1336.14
2 1/2" 6CM with nrs gates	1685.30
2 1/2" 6CM with osy gates	1829.33
3" 6CM less gates	1493.97
3" 6CM with nrs gates	1929.59
3" 6CM with osy gates	1978.06
4" 6CM less gates	2155.07
4" 6CM with nrs gates	2736.09
4" 6CM with osy gates	2874.44



MODEL FDC (CONT'D)

EFFECTIVE
AUGUST 3, 1987

DESCRIPTION

LIST
PRICECASUAL
RESELLERAUTHORIZED
DISTRIBUTOR

2" FDC less gates

380.11

243.45

131.40

2" FDC with gates

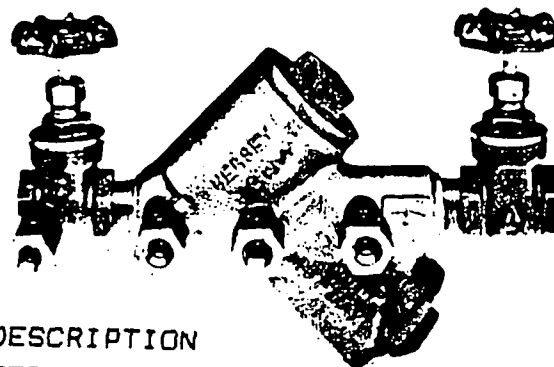
485.57

2" FDC with ball valves

523.93

2" FDC with osy gates

827.99

MODEL HDC
DOUBLE CHECK

DESCRIPTION

LIST
PRICE

3/4" HDC less gates

110.00

3/4" HDC with gates

152.00

3/4" HDC with ball valves

161.00

1" HDC less gates

118.00

1" HDC with gates

180.00

1" HDC with ball valves

191.00

1 1/2" HDC less gates

255.00

1 1/2" HDC with gates

332.00

1 1/2" HDC with ball valves

354.46

2" HDC less gates

342.00

2" HDC with gates

438.00

2" HDC with ball valves

471.54

2" HDC with osy

750.00

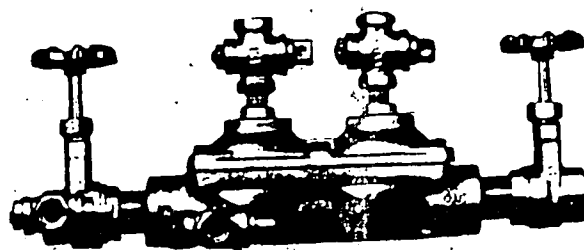


MODEL 6CM (CONT'D)

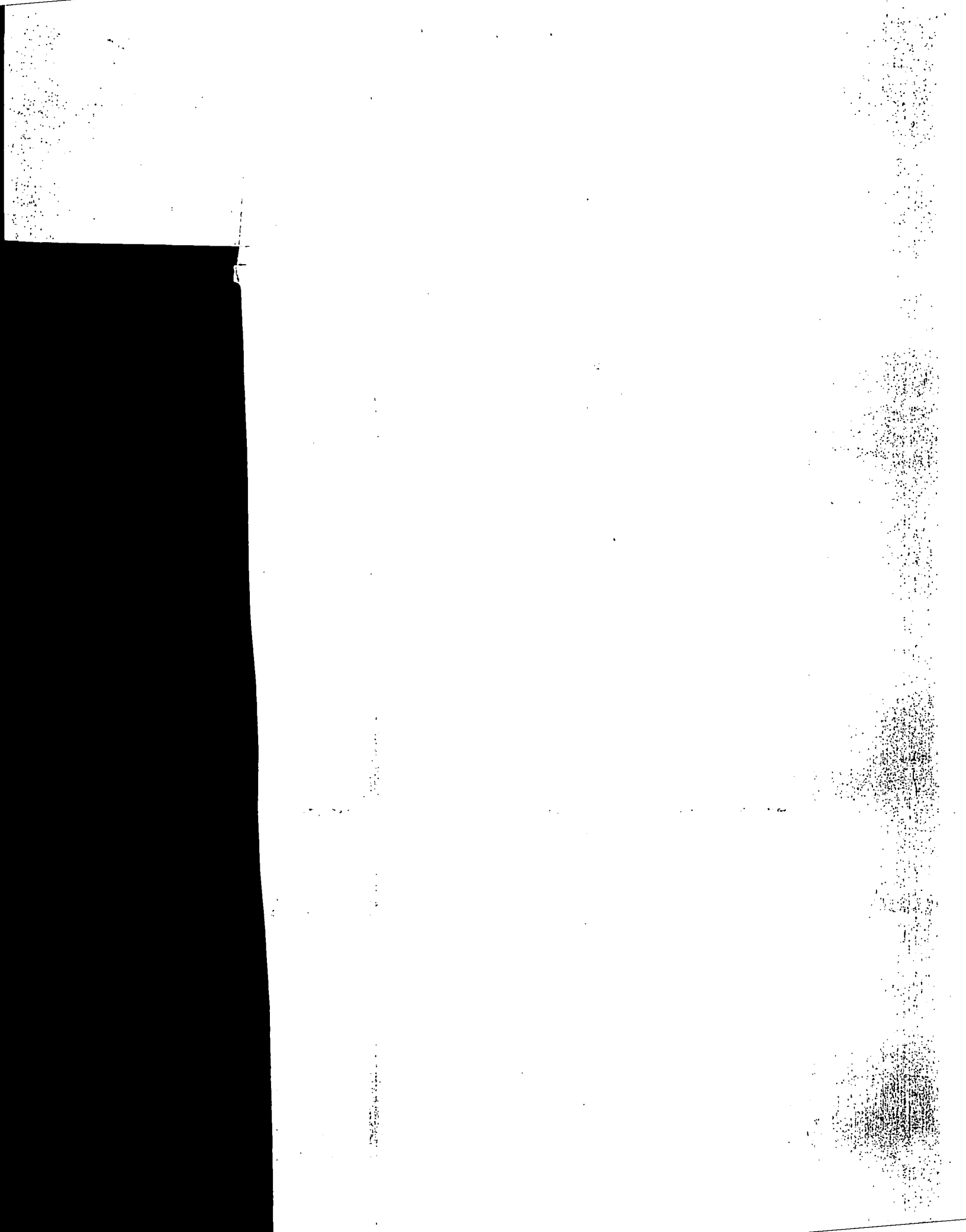
EFFECTIVE
AUGUST 3, 1987

4

DESCRIPTION	LIST PRICE	CASUAL RESELLER	AUTHORIZED DISTRIBUTOR
6" 6CM less gates	3257.60	2333.56	1675.80
6" 6CM with nrs gates	4156.74	2662.40	1929.60
6" 6CM with osy gates	4350.32	2780.00	2031.15
8" 6CM less gates	7424.19	4750.00	
8" 6CM with nrs gates	8921.95	5700.00	
8" 6CM with osy gates	9058.48	5800.00	
10" 6CM less gates	10320.06	6600.00	
10" 6CM with nrs gates	11833.64	7500.00	
10" 6CM with osy gates	12240.02	7800.00	

MODEL FDC
DOUBLE CHECK

DESCRIPTION	LIST PRICE	CASUAL RESELLER
3/4" FDC less gates	121.54	
3/4" FDC with gates	167.70	
3/4" FDC with ball valves	177.96	
1" FDC less gates	139.95	
1" FDC with gates	198.09	
1" FDC with ball valves	210.21	
1 1/2" FDC less gates	283.22	
1 1/2" FDC with gates	368.42	
1 1/2" FDC with ball valves	393.84	
1 1/2" FDC with osy gates	689.50	

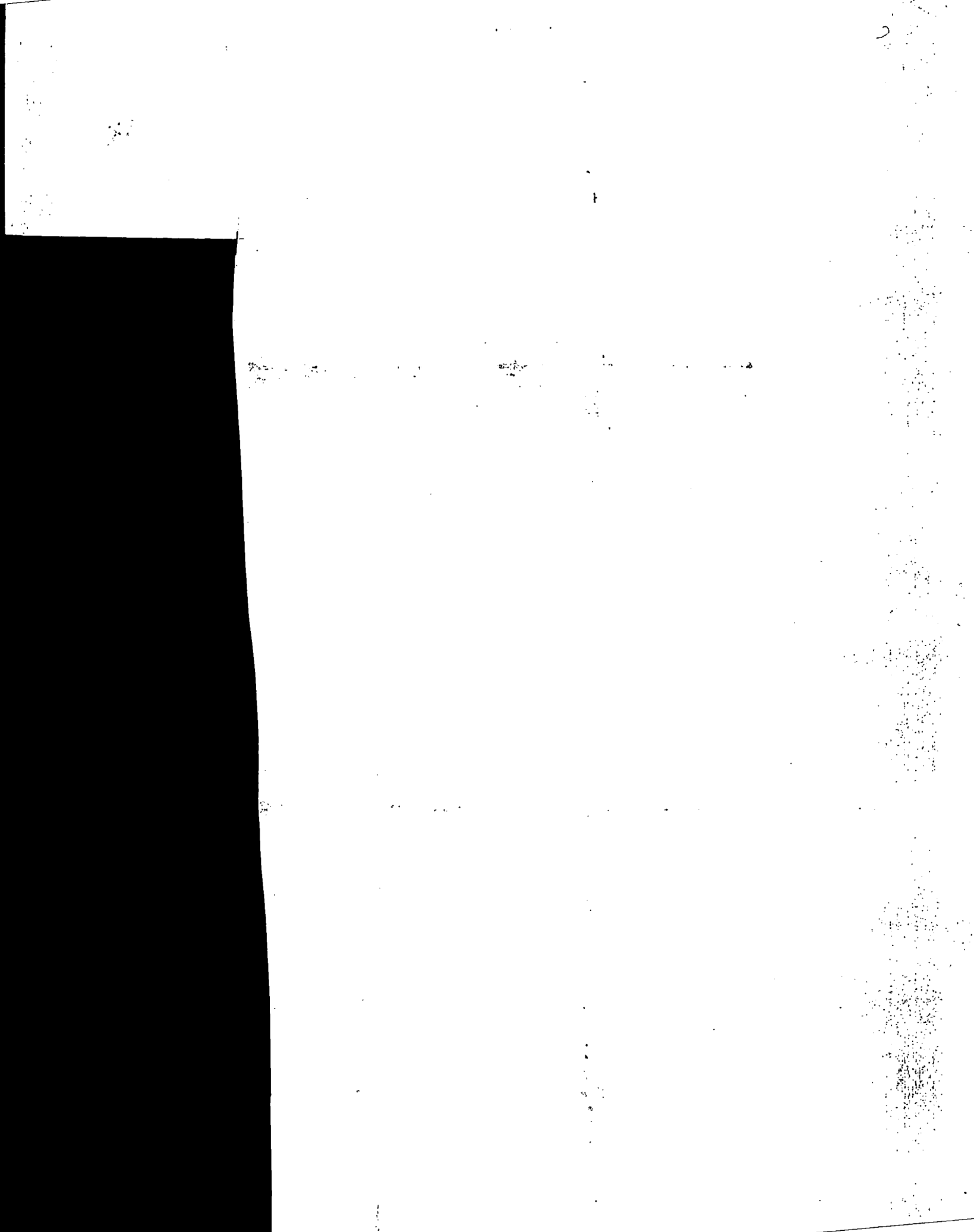


MODEL No. 2
DOUBLE CHECK

EFFECTIVE
AUGUST 3, 1987



DESCRIPTION	LIST PRICE	CAS RESB
3" No. 2 less gates	819.38	
3" No. 2 with nrs gates	1297.34	
3" No. 2 with osy	1350.40	
4" No. 2 less gates	1292.73	
4" No. 2 with nrs gates	1929.59	
4" No. 2 with osy	2081.44	
6" No. 2 less gates	1967.63	
6" No. 2 with nrs gates	2953.89	
6" No. 2 with osy	3166.18	
8" No. 2 less gates	5001.82	
8" No. 2 with nrs gates	6810.04	
8" No. 2 with osy	6974.80	
10" No. 2 less gates	7242.01	
10" No. 2 with nrs gates	9073.35	
10" No. 2 with osy	9444.23	

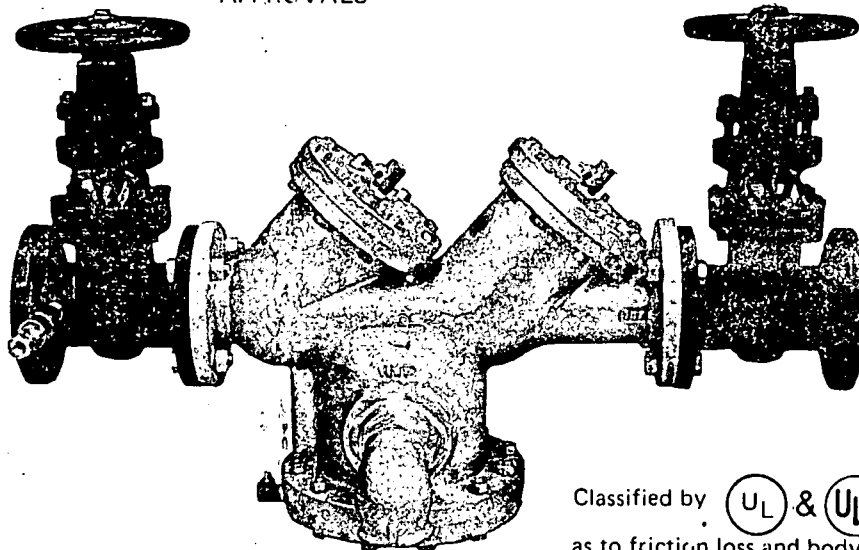


Aergap[®] REDUCED PRESSURE BACKFLOW PREVENTERS by BEECO[®]

Model 6CM SIZES 2½", 3", 4", 6", 8" & 10"

WITH FULL USC, CSA, AND ASSE #1013 APPROVALS

FILED
FEB 09 1988
By the City Clerk
Office of the City Clerk



Classified by **UL** & **ULC**
as to friction loss and body strength.



DESCRIPTION

The Beeco[®] Model 6CM backflow preventer is an economical, easily repaired in the line, reduced pressure device. Both check valves are spring loaded poppet type valve assemblies. The relief valve is a diaphragm actuated, spring loaded, double seated valve assembly. Spring and seats can be removed and replaced using low cost replacement kits.

All parts are made from corrosion resistant materials.

The compact design places the sensing diaphragm and passage within the unit housing to eliminate danger of malfunction due to mechanical or vandalism damage.

The Model 6CM features the Aergap[®] principle which provides the highest level of protection against backsiphonage by creating an internal air gap whenever supply pressure is reduced to atmosphere or lower.

OPERATION

NORMAL:

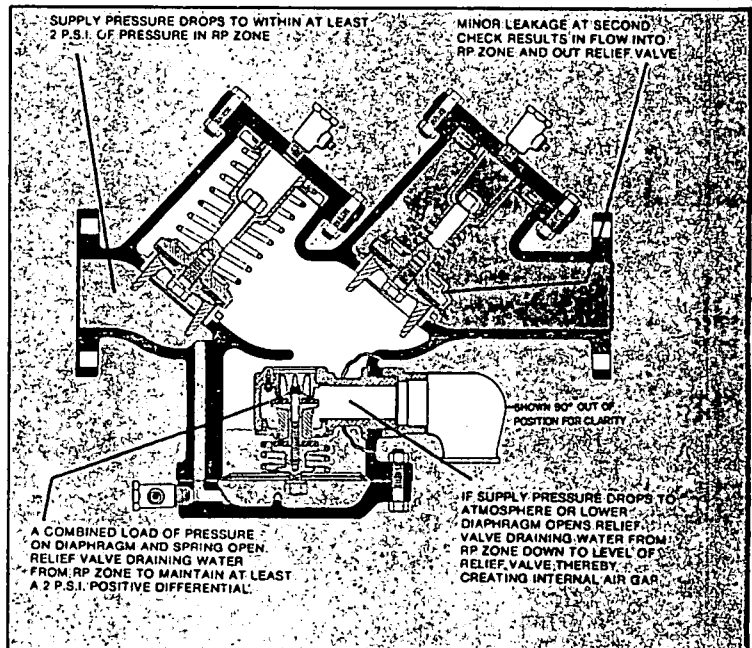
The check valves remain closed until there is a demand for water. In opening and crossing the first check valve, water is reduced in pressure. The relief valve remains in a closed position because of the differential between the supply pressure and the reduced pressure within the zone. The second check valve remains open as water flows through the device in the normal direction.

BACKPRESSURE:

In the event pressure increases downstream of the device, tending to reverse the direction of the flow, both check valves are closed to prevent backflow.

If the second check valve is prevented from closing tightly, minor

The Aergap[®] Principle



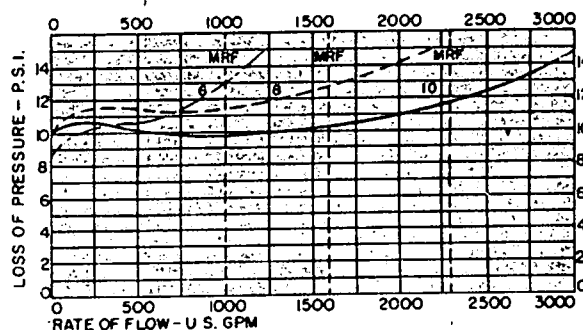
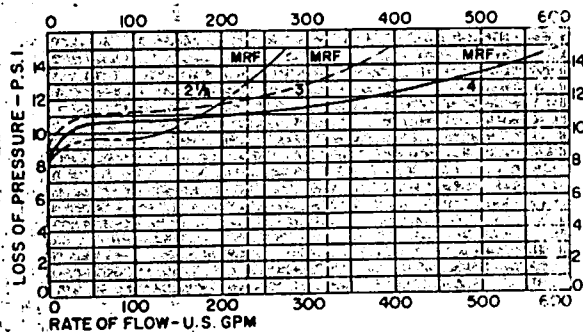
leakage back into the zone increases the zone pressure to within a few pounds of the supply pressure, the relief valve opens, and water is discharged to the atmosphere.

If supply pressure drops, the relief valve opens automatically and drains water to atmosphere to reduce pressure in the zone below that of the supply pressure.

BACKSIPHONAGE:

If the supply pressure drops to atmosphere or lower, the relief valve will remain fully open, providing an internal air gap between the first check valve and the water level in the RP zone.

FLOW CHARACTERISTICS



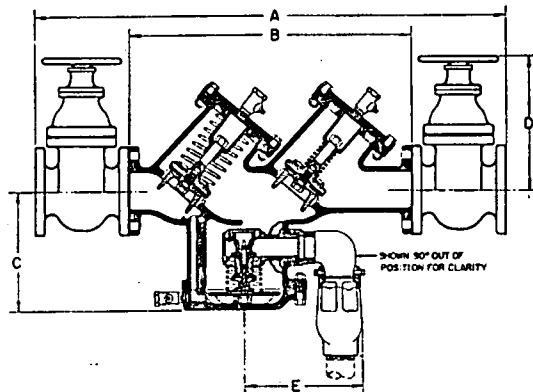
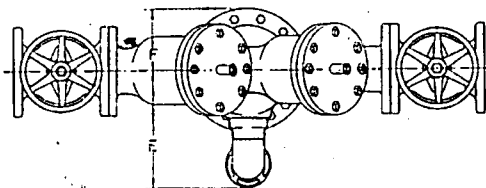
THE ABOVE FLOW CHARTS REFLECT PRESSURE LOSS WITH GATE VALVES

	2-1/2" BRONZE	2-1/2" IRON	3" BRONZE	3" IRON	4" BRONZE	4" IRON	6" BRONZE	6" IRON	8" IRON	10" IRON
A	35"	35"	40"	40"	46-1/2"	46-1/2"	62"	62"	71-1/2"	88"
B	20"	20"	24"	24"	28-1/2"	28-1/2"	41"	41"	51-1/2"	62"
C	9-3/4"	9-13/16"	10"	10"	10-3/4"	10-3/4"	12"	12"	21-1/4"	22-3/8"
D	12-1/2"	12-1/2"	13-1/8"	13-1/8"	15-1/4"	15-1/4"	19-3/4"	19-3/4"	40-1/8"	48-1/4"
E	10-1/8"	10-1/8"	10-1/8"	10-1/8"	10-1/8"	10-1/8"	10-1/8"	10-1/8"	17-3/8"	17-3/8"
F	4-1/2"	5-1/4"	4-1/2"	5-1/4"	4-3/4"	5-1/4"	6-3/16"	6-3/16"	8-3/8"	10-3/16"
RELIEF VALVE OPENING	2"	2"	2"	2"	2"	2"	2"	2"	3"	3"
SIZE OF TEST COCKS	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	3/4"	3/4"	3/4"	3/4"
NET WT. NO VALVES LBS.	122	145	194	192	263	300	455	522	1210	1825
NET WT. W/VALVES LBS.	214	237	298	304	443	468	763	822	1810	2769
GROSS WT. NO VALVES LBS.	163	186	224	241	295	352	515	620	1350	2018
GROSS WT. W/VALVES LBS.	256	279	354	376	507	563	883	971	2010	3084

*8" OS&Y GATE VALVE DIMENSIONS SHOWN. IF NRS GATE VALVES ARE USED, DIMENSION BECOMES 24".

*10" OS&Y GATE VALVE DIMENSIONS SHOWN. IF 10" NRS GATE VALVES ARE USED, DIMENSION BECOMES 29".

NOTE: ADD 6 LBS. FOR 2 1/2" THRU 6" AIR GAP FITTINGS AND 11 1/2 LBS. FOR THE 8" AND 10" AIR GAP FITTINGS. (AIR GAP FITTINGS NOT FURNISHED WITH THE DEVICE.)



SAMPLE SPECIFICATION:

Backflow Preventers shall be of the reduced pressure type with two independently operating check valves and shall be designed for installation in a normal horizontal flow attitude. An independent relief valve shall be located between the two check valves.

The backflow preventer shall include an integral sensing system that will automatically open the relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to at least 2PSI. The relief valve shall remain open until a positive pressure differential of 2PSI is re-established. The sensing passage shall be located within the unit housing to protect against accidental damage or crimping. In order to assure maximum size passageway, snubber or other restrictive elements shall not be used.

In the event that pressure upstream of the first check valve drops to atmosphere or below the construction of the unit shall be such that in the normal operation of the device the level of water in the zone between the two check valves shall be lowered to create within the unit an air gap greater than one times the diameter of the inlet pipe.

Construction of the unit shall also be such that any minor leakage at the second check valve will result in a visible flow from the relief valve even if the first check valve is totally disabled.

All backflow preventers shall meet with the approval of U.S.C. Cross Connection Control Lab / U.S. Army Corps of Engineers / U.S. Navy / Southern Building Code Congress / AWWA / ASSE / CSA B64.4.

SPECIFICATIONS

BODY	HOT DIPPED GALVANIZED CAST IRON 2 1/2", 3", 4", 6", 8" & 10"
BODY	BRONZE 2 1/2", 3", 4" & 6"
WORKING PARTS	BRONZE and STAINLESS STEEL
SPRINGS	STAINLESS STEEL
VALVE DISCS	SILICONE RUBBER
DIAPHRAGMS	DUCK REINFORCED NEOPRENE

MAXIMUM WORKING PRESSURE	175 PSI (12.3 Kg/sq cm)
HYDROSTATIC TEST PRESSURE	350 PSI (24.61 Kg/sq cm)
TEMPERATURE RANGE	33° — 140°F (0° — 60°C)

The Model 6CM is Also Available for Hot Water Applications To 200°F.

Hersey
PRODUCTS INC.

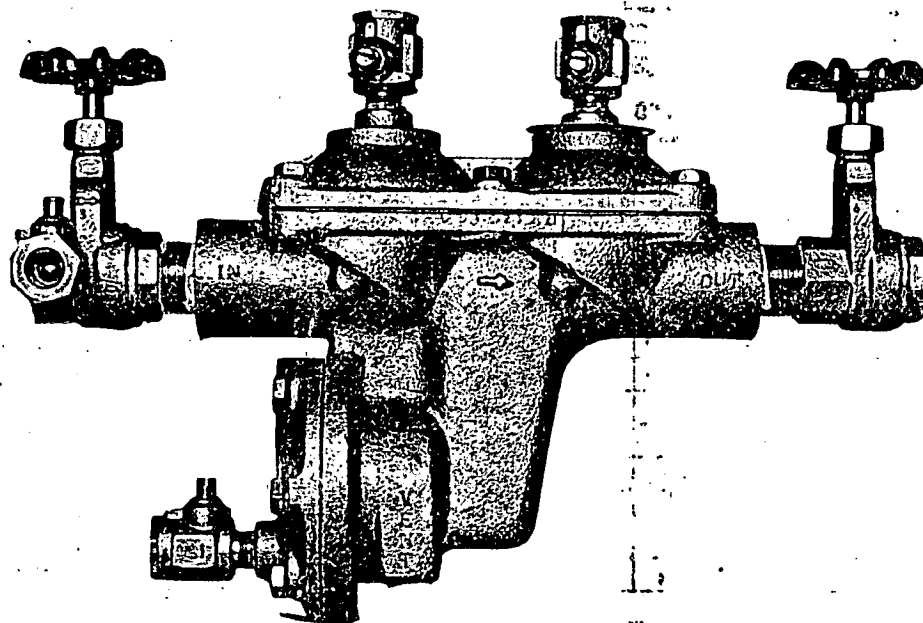
Water Meter & Controls Group
250 Elm Street, Dedham, MA
02026-9115 U.S.A.
(617) 326-9400 Telex 92-4352

SALES OFFICES

SOUTHEAST — 2131 Kingston Court, S.W., Suite 102, Marietta, GA 30067 (404) 952-4424
NEW ENGLAND — 250 Elm St., Dedham, MA 02026-9115 (617) 326-9400
NORTHEAST — 320 Braen Ave., Wyckoff, NJ 07481 (201) 445-0373
MIDWEST — 1025 Criss Circle, Elk Grove Village, IL 60007 (312) 439-7700
WESTERN — 7240 East Slauson Ave., Los Angeles, CA 90040 (213) 722-6870

Aergap[®] REDUCED PRESSURE BACKFLOW PREVENTERS by BEECO[®]

Model FRP-II $\frac{3}{4}$ " - 2" WITH FULL USC, CSA, AND ASSE #1013 APPROVAL



DESCRIPTION

The Beeco[®] Model FRP-II backflow preventer is an economical, easily repaired in line, reduced pressure device. Both check valves are spring loaded poppet type valve assemblies. The relief valve is a diaphragm actuated, spring loaded, double seat valve assembly. Spring and seats can be removed and replaced using low cost replacement kits.

All parts are made from corrosion resistant materials.

The compact design places the sensing diaphragm and passage within the unit housing to eliminate danger of malfunction due to damage from handling or vandalism.

The Model FRP-II features the Aergap[®] principle which provides the highest level of protection against back-siphonage by creating an internal air gap whenever supply pressure is reduced to atmosphere or lower under the normal operation of the device.

An Air Gap/Drain Funnel is available for installation with the FRP-II.

OPERATION

NORMAL:

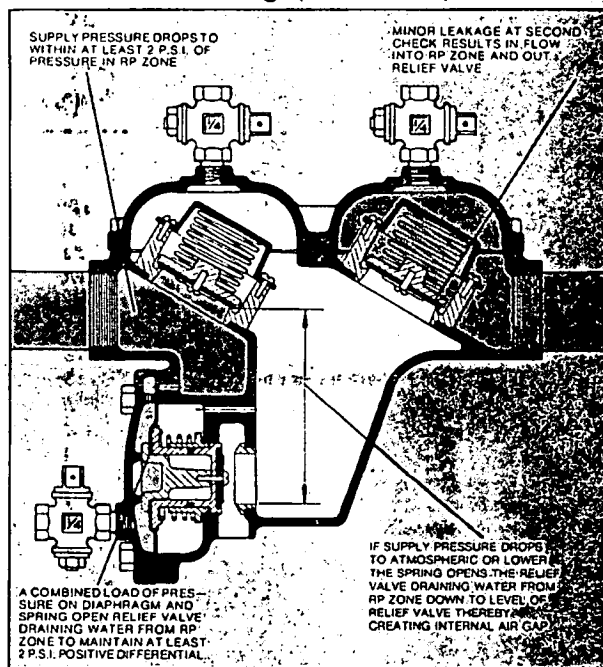
The check valves remain closed until there is a demand for water. In opening and crossing the first check valve, water is reduced in pressure. The relief valve remains in a closed position because of the differential between the supply pressure and the reduced pressure within the zone. The second check valve remains open as water flows through the device in the normal direction.

BACKPRESSURE:

In the event pressure increases downstream of the device, tending to reverse the direction of the flow, both check valves are closed to prevent backflow.

If the second check valve is prevented from closing tightly, minor

The Aergap[®] Principle

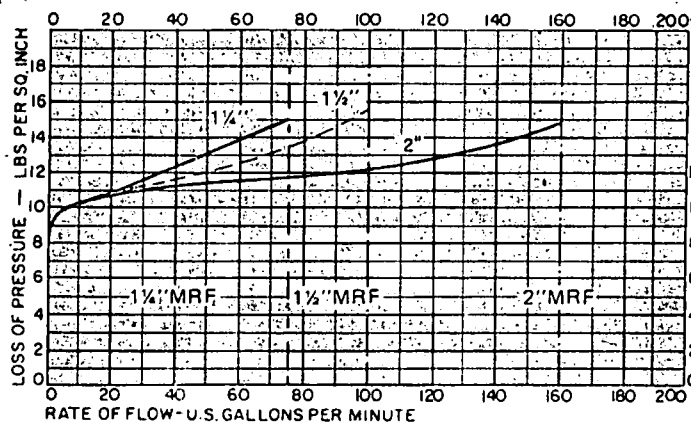
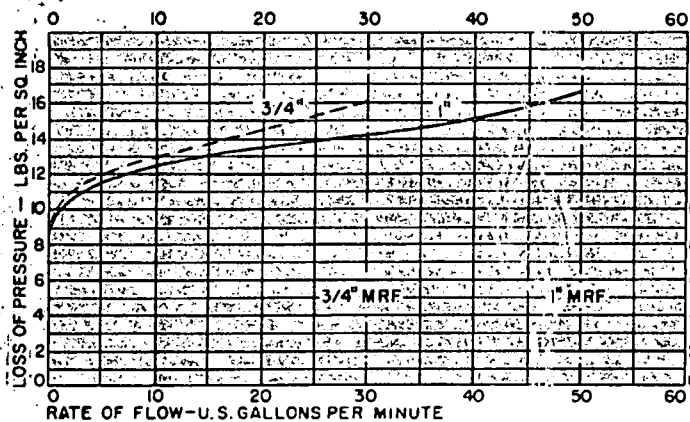


leakage back into the zone increases the zone pressure to within a few pounds of the supply pressure, the relief valve opens, and water is discharged to the atmosphere.

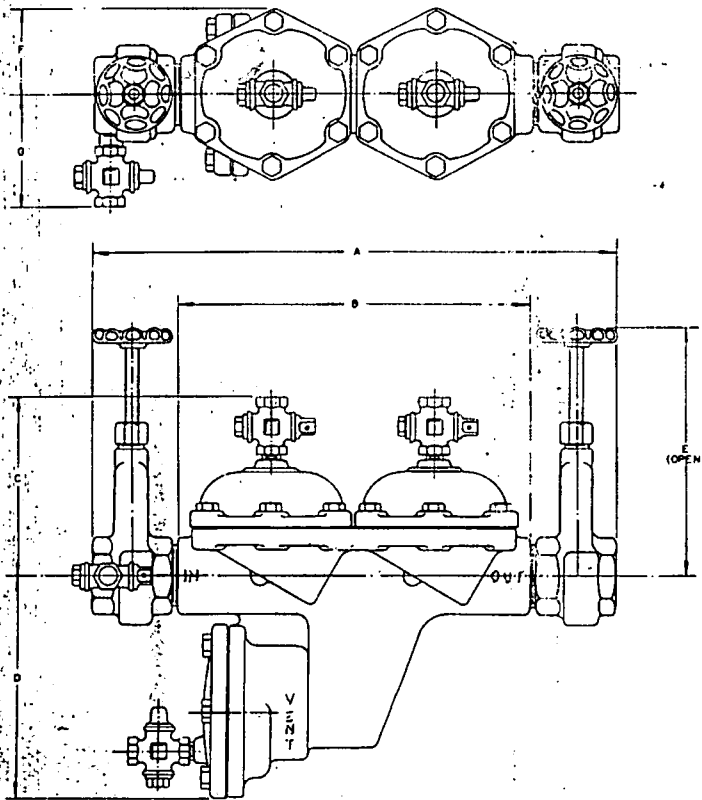
If supply pressure drops, the relief valve opens automatically and drains water to atmosphere to reduce pressure in the zone below that of the supply pressure.

BACKSIPHONAGE:

If the supply pressure drops to atmosphere or lower, the relief valve will remain fully open, providing an internal air gap between the first check valve and the water level in the RP zone.



THE ABOVE FLOW CHARTS REFLECT PRESSURE LOSS WITH GATE VALVES



Dimensions and Weights					
Size	3/4"	1"	1-1/4"	1-1/2"	2"
A	13-1/8"	13-5/8"	18"	17-1/2"	20-1/4"
B	8"	8"	12"	11"	12-3/8"
C	3-5/8"	3-5/8"	5"	5"	5-3/4"
D	4-15/16"	4-15/16"	6-13/16"	6-13/16"	7-1/16"
E (Open)	4-1/16"	5"	5-1/2"	6"	7-1/4"
F	1-9/16"	1-9/16"	2-13/16"	2-13/16"	2-7/8"
G	3-1/2"	3-1/2"	3-3/4"	3-3/4"	3-3/4"
Size Test Cocks	1/4" NPT	1/4" NPT	1/4" NPT	1/4" NPT	1/4" NPT
Net Wgt. L/Valves	9-1/2 lbs.	10-1/2 lbs.	25 lbs.	24-1/2 lbs.	32-1/2 lbs.
Net Wgt. W/NRS Valves	12-1/4 lbs.	14 lbs.	29-3/4 lbs.	34-3/4 lbs.	42-1/4 lbs.
Gross Wgt. L/Valves	11-1/4 lbs.	12-1/4 lbs.	27-3/4 lbs.	27-1/4 lbs.	35-3/4 lbs.
Gross Wgt. W/NRS Valves	14-1/2 lbs.	16-1/4 lbs.	33-1/4 lbs.	36-1/4 lbs.	45-3/4 lbs.

SPECIFICATIONS

Body	Bronze
Check Valve Enclosures	Glass Filled Noryl
Valve Disc	Silicone Rubber
Diaphragm	Buna N and Nylon
"O" Ring	Buna N
Springs	Stainless Steel
Screws	Stainless Steel
Maximum Working Pressure	150 psi
Hydrostatic Test Pressure	300 psi
Temperature Range	33°—210°F
Gasket	Cork Rubber

SAMPLE SPECIFICATION:

Backflow Preventers shall be of the reduced pressure type with two independently operating check valves and shall be designed for installation in a normal horizontal flow attitude. An independent relief valve shall be located between the two check valves.

The backflow preventer shall include an integral sensing system that will automatically open the relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to at least 2PSI. The relief valve shall remain open until a positive pressure differential of 2PSI is re-established. The sensing passage shall be located within the unit housing to protect against accidental damage or crimping. In order to assure maximum size passageway, no plug or other restrictive elements shall not be used.

In the event that pressure upstream of the first check valve drops to atmosphere or below, the construction of the unit shall be such that in the normal operation of the device the level of water in the zone between the two check valves shall be lowered to create within the unit an air gap greater than one times the diameter of the inlet pipe.

Construction of the unit shall also be such that any minor leakage at the second check valve will result in a visible flow from the relief valve even if the first check valve is totally disabled.

All backflow preventers shall meet with the approval of U.S.C. Cross Connection Control Lab / U.S. Army Corps of Engineers / U.S. Navy / Southern Building Code Congress / AWWA / ASSE / CSA B64.4

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Hersey
PRODUCTS INC.

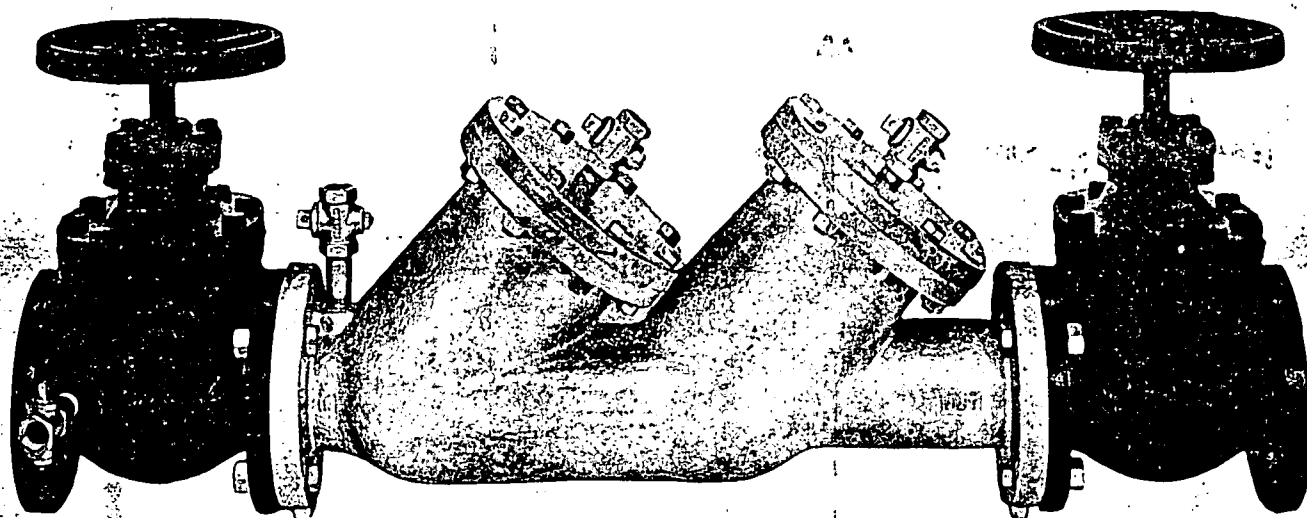
Water Meter & Controls Group
250 Elm Street, Dedham, MA
02026-9115 U.S.A.
(617) 326-9400 Telex 92-4352

Hersey

PRODUCTS INC.

DOUBLE CHECK VALVE ASSEMBLY SIZES 3", 4", 6", 8" & 10"

HERSEY No. 2 WITH FULL USC, CSA AND ASSE #1015 APPROVALS



CLASSIFIED BY 
AS TO FRICTION LOSS
AND BODY STRENGTH

DESCRIPTION

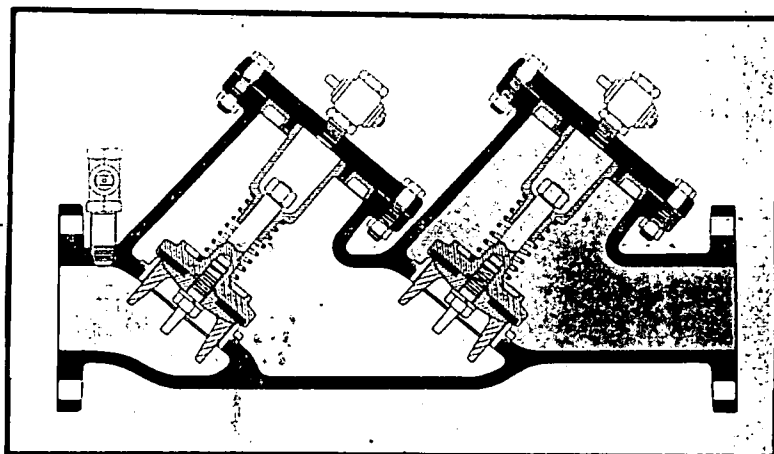
The Hersey No. 2 Double Check Valve Assembly is an economical, easily repaired in-line backflow prevention device, which is designed for the control of cross connections between potable water systems and supplies which are objectionable (but not hazardous to health).

The device consists of two independent spring loaded poppet-type check valve assemblies mounted in a common body. Two gate valves and four test cocks for field testing complete the assembly. For ease of repair, the valve assemblies are removable from the top of the device. The valves have screwed, replaceable bronze seats which are sealed by a face O-ring.

All parts are made from corrosion resistant materials.

The Hersey No. 2 features low pressure loss over its entire operating range up to maximum rated flow with smooth transition from low to high flow rates.

The Hersey No. 2 may be installed in a vertical position only when the flow of water is going upward.



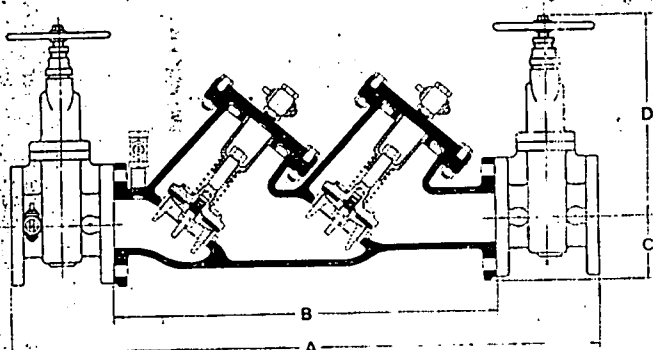
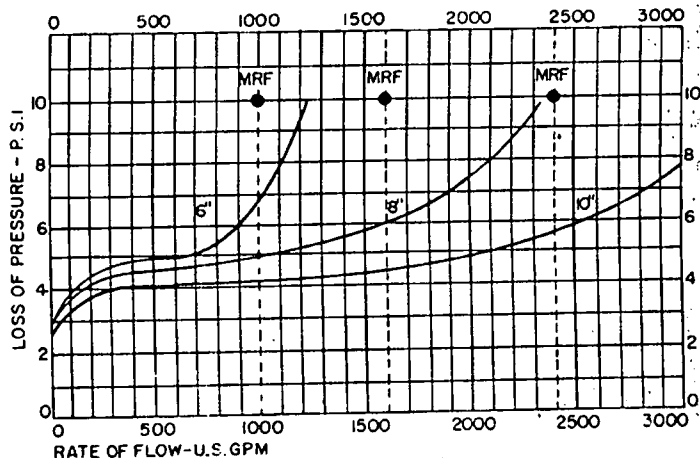
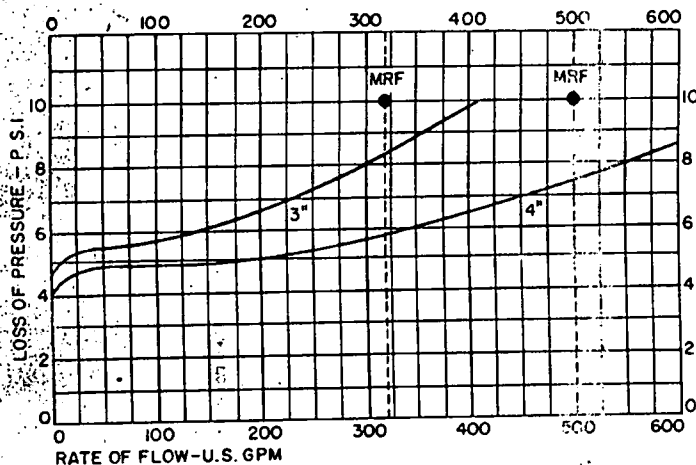
OPERATION

Under normal operating conditions the independently operating, spring-loaded check valves remain closed until there is a demand for water. Each of the two check valves in series is designed to open at one (1) psi pressure differential in the direction of flow.

In the event pressure increases downstream of the device, tending to reverse direction of the flow, both check valves are closed to prevent backflow.

If the second check valve is prevented from closing tightly, the first check valve will still provide protection from a backflow condition.

FLOW CHARTS ..



DIMENSIONS & WEIGHTS

IRON BODY	3"	4"	6"	8"	10"
*A	40"	46-1/2"	62"	75-1/2"	88"
B	24"	28-1/2"	41"	52-1/2"	62"
C	4"	4-11/16"	5-3/4"	7"	8-1/2"
*D	12-3/4"	15-1/4"	19-13/16"	24-1/2"	29-1/4"
Max. Width	8-1/4"	9-1/2"	12-3/8"	16-3/4"	20-3/8"
Size of Test Cocks	1/2"	1/2"	3/4"	3/4"	3/4"
Net Wt. No Valves, Lbs.	160	268	490	922	1729
Net Wt. W/NRS Valves, Lbs.	256	430	786	1412	2589
Net Wt. W/OS+Y Valves, Lbs.	264	448	798	1522	2673
Gross Wt. No Valves, Lbs.	190	300	550	1027	1729
Gross Wt. W/NRS Valves, Lbs.	312	494	906	1637	2790
Gross Wt. W/OS+Y Valves, Lbs.	320	512	918	1747	2874

*May be greater depending on size and type of gate valves.

SPECIFICATIONS

BODY WORKING PARTS SPRINGS VALVE DISCS	HOT DIP GALVANIZED CAST IRON BRONZE AND STAINLESS STEEL STAINLESS STEEL SILICONE RUBBER
MAXIMUM WORKING PRESSURE	175 PSI
HYDROSTATIC TEST PRESSURE	350 PSI
TEMPERATURE RANGE	33° - 180°F

THE MODEL 2. IS ALSO AVAILABLE FOR HOT WATER APPLICATIONS

SAMPLE SPECIFICATION:

Backflow Preventer shall be of the double check valve type. The assembly shall have two spring-loaded independently operating poppet-type valves mounted in a common body, two gate valves and four test cocks and shall be designed for installation in a normal horizontal flow attitude.

The test cock arrangement will be such that each check valve can be tested without removal of the assembly from the line.

The check valves shall be designed to open under normal flow conditions at a pressure differential not less than 1 psi at each check valve.

The check valves will be designed to close when the downstream pressure is greater than the supply pressure.

The assembly shall be manufactured of corrosion resistant materials.

The Assembly shall have all internal parts accessible and removable for repair without removing the assembly from the line.

The Assembly shall be designed to specifications and/or requirements of USC Cross Connection Control Laboratory/ U.S. Army Corps of Engineers/U.S. Navy/ AWWA/ASSE/CSA B64.4

LES OFFICES

SOUTHEAST — 2131 Kingston Court, S.W., Suite 102, Marietta, GA 30067 (404) 952-4424

NEW ENGLAND — 250 Elm St., Dedham, MA 02026-9115 (617) 326-9400

NORTHEAST — 320 Braen Ave., Wyckoff, NJ 07481 (201) 445-0373

SOUTHWEST — 1025 Criss Circle, Elk Grove Village, IL 60007 (312) 439-7700

EASTERN — 7240 East Slauson Ave., Los Angeles, CA 90047 (213) 722-6870

Hersey

PRODUCTS INC.

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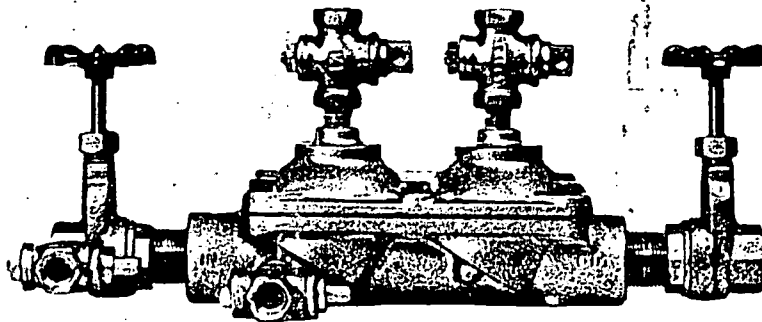
Hersey

PRODUCTS INC.

DOUBLE CHECK VALVE ASSEMBLY

SIZES $\frac{3}{4}$ ", 1", $1\frac{1}{2}$ ", 2"

MODEL FDC WITH CSA AND ASSE #1015 APPROVALS



FILED
FEB 09 1988
By the
Office of the City Clerk

DESCRIPTION

The Hersey Model FDC Double Check Valve Assembly is an economical, easily repaired in-line backflow prevention device, which is designed for the control of cross connections between potable water systems and supplies which are objectionable (but not hazardous to health).

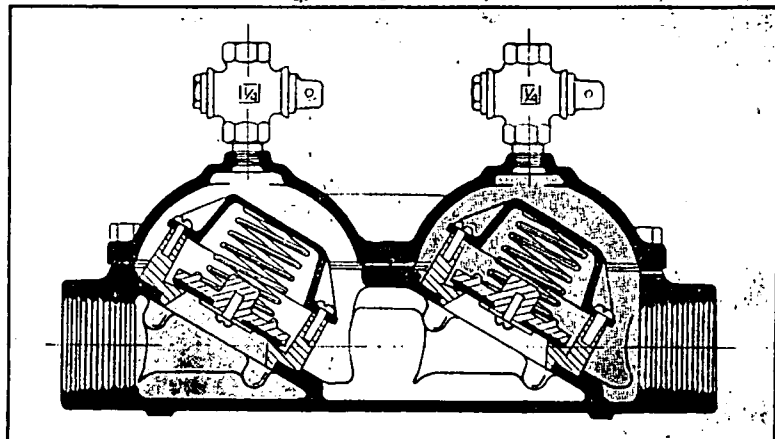
The device consists of two independent spring loaded poppet-type check valve assemblies mounted to a common body. Two optional gate valves and four test cocks for field testing complete the assembly. For ease of repair, the complete modular check valve assemblies which include valve, spring and seat can be removed and replaced quickly using low cost replacement kits, without removing device from the line.

All parts are made from corrosion resistant materials.

The Hersey Model FDC features low pressure loss over its entire operating range up to maximum rated flow with smooth transition from low to high flow rates.

SPECIFICATIONS

Body	Bronze
Check Valve Enclosures	Glass Filled Noryl
Valve Disc	EPT Rubber
"O" Ring	Buna-N
Springs	Stainless Steel
Screws	Stainless Steel
Maximum Working Pressure	150 psi
Temperature Range	33°-210°F

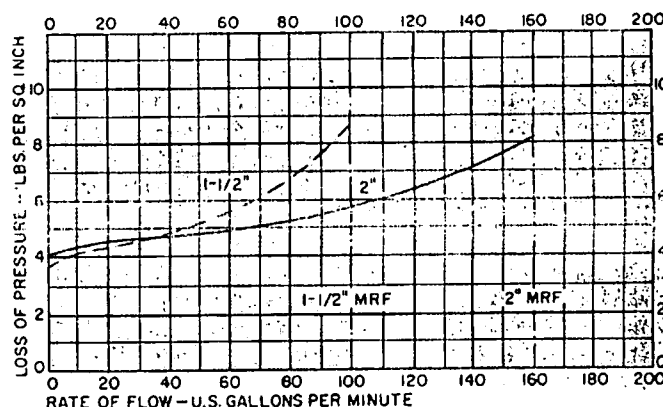
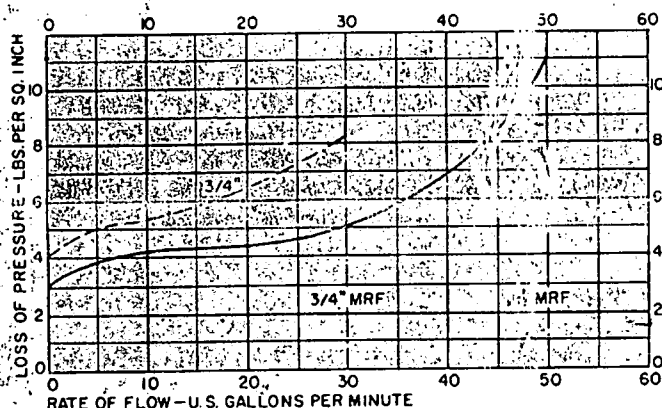


OPERATION:

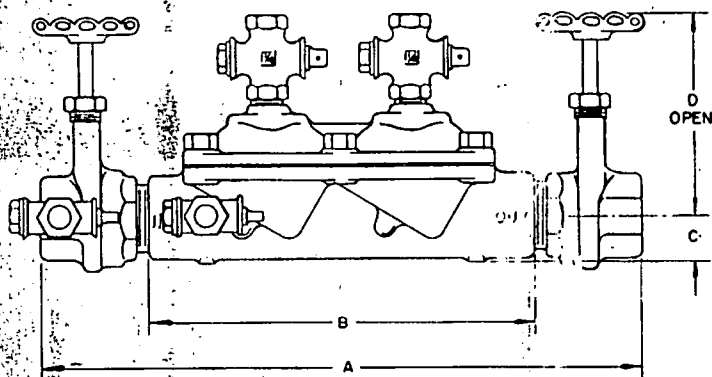
Under normal operating conditions the independently operating, spring-loaded check valves remain closed until there is a demand for water. Each of the two check valves in series is designed to open at a one (1) psi pressure differential in the direction of flow. In the event pressure increases downstream of the device, tending to reverse the direction of flow, both check valves are closed to prevent backflow.

If the second check valve is prevented from closing tightly, the first check valve will still provide protection from a backflow condition.

FLOW CHARTS*



*The Above Flow Charts Reflect Pressure Loss With Gate Valves



Dimensions and Weights				
Size	3/4"	1"	1-1/2"	2"
A	13-1/8"	13-5/8"	17-1/2"	20-1/4"
B	8"	8"	11"	12-3/8"
C	7/8"	7/8"	1-1/4"	1-1/2"
D	4-1/16"	5"	6"	7-1/4"
Max. Width	5"	5"	6-5/8"	6-5/8"
Size Test Cocks	1/4 NPT	1/4 NPT	1/4 NPT	1/4 NPT
Net Wgt. -- No Valves	6-1/4 #	6-1/4 #	15-1/2 #	20-1/2 #
Net Wgt. w/ NRS Valves	9 #	10-1/2 #	21-3/4 #	30-1/4 #
Gross Wgt. -- No Valves	8 #	8 #	18-1/4 #	23-3/4 #
Gross Wgt. w/ NRS Valves	11-1/4 #	13-3/4 #	25-1/4 #	33-3/4 #

SAMPLE SPECIFICATION:

Backflow Preventer shall be of the double check valve type. The assembly shall have two spring-loaded independently operating poppet-type valves mounted in a common body, two gate valves and four test cocks and shall be designed for installation in a normal horizontal flow attitude.

The test cock arrangement will be such that each check valve can be tested without removal of the assembly from the line.

The check valves shall be designed to open under normal flow conditions at a pressure differential not less than 1 psi at each check valve.

The check valves will be designed to close when the downstream pressure is greater than the supply pressure.

The assembly shall be manufactured of corrosion resistant materials.

The Assembly shall have all internal parts accessible and removable for repair without removing the assembly from the line.

The Assembly shall be designed to specifications and/or requirements of USC Cross Connection Control Laboratory/ U.S. Army Corps of Engineers/ U.S. Navy/ AWWA/ASSE/CSA B64.4

SALES OFFICES

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Hersey
PRODUCTS INC.

Water Meter & Controls Group

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5M 7/86 TD



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>ce</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

RIS Supply Co.

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder R: S Supply Co. Telephone 707-252-6969

Type of Business: ☐ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☒ Individual doing business using a firm name.

Business Address: Po Box 10376 Napa Ca. 94581
Street City State Zip Code
shipto: 539 Calif. Blvd Napa Ca. 94559

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Paul Roberts - OWNER

Typed or Printed Name and Title

Signature

an individual doing
business as
R: S Supply Co.

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Corrairie Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

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FEB 09 1988

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VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Paul Roberts
(Please Print)

I am employed by RIS Supply Co., hereafter
referred to below as "the firm".

I am the owner of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan
or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa
or Namibia, or
any business firm for the express purpose of doing business
with, conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on 2/2/88, at RIS Supply Co.

(Signature) Paul Roberts

owner
(Title)

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FEB 09 1988

By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes ☐ no ☐ ☐ MBE ☐ WBE ☐ DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

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FEB 09 1988
By the
Office of the City Clerk

Revised 10/30/87

ADM3.DBEMBEWBE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$ <u>68.04</u>	\$ <u>68.04</u>
		Manufacturer and Model No. <u>Watts 709 QT</u>		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>968.40</u>	\$ <u>968.40</u>
		Manufacturer and Model No. <u>WATTS 709 RW</u>		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>1649.88</u>	\$ <u>1649.88</u>
		Manufacturer and Model No. <u>WATTS 709 RW</u>		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>127.46</u>	\$ <u>382.38</u>
		Manufacturer and Model No. <u>WATTS 909 QT</u>		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>256.64</u>	\$ <u>1,026.56</u>
		Manufacturer and Model No. <u>WATTS 909 QT</u>		

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4

6	1 each	3 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ <u>970.43</u>	\$ <u>970.43</u>
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Manufacturer and Model No. WATTS 909 RW

7	2 each	4 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ <u>1364.58</u>	\$ <u>2729.16</u>
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Manufacturer and Model No. WATTS 909 RW

8	3 each	6 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ <u>2,058.84</u>	\$ <u>6,176.52</u>
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Manufacturer and Model No. WATTS 909 RW

9	1 each	8 inch reduced pressure backflow preventer, FEBCO 825-RW	\$ <u>4,380.17</u>	\$ <u>4,380.17</u>
---	--------	--	--------------------	--------------------

Manufacturer and Model No. WATTS 909 RW

Sub-Total \$ 18,351.52

6% Sales Tax 1,101.09

TOTAL BID PRICE \$ 19,452.61
Less 3% if Paid
in 25 Days

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Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

<u>Brand</u>	<u>Price Sheet Identification</u>	<u>Discount</u>
WATTS	3/4" - 2" 909 & 709 QT	60-10-10
"	2 1/2" - 10" 709 RW	60-10
"	2 1/2" - 10" 909 RH	50-10-5

Award

Freight Pre Paid on orders over 1000 Lbs. - under 1000 Lbs Freight will be charged From San Leandro Ca. (UPS or Common Carrier.)

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

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FEB 09 1988

BID NO. 1198

By the
Office of the City Clerk

4

Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: 3% for payment within 25 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- (✓) The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

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4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

1/25/88

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME:

R & S Supply Co. - Paul Roberts
DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

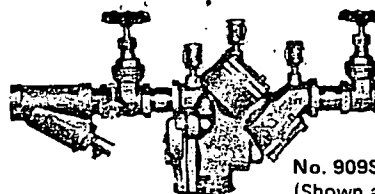
5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

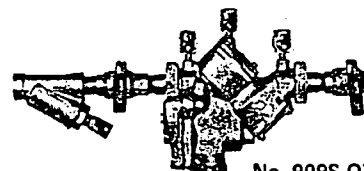
Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

Backflow preventers



No. 909S
(Shown assembled)



No. 909S-QT
(Shown assembled)

Series 909 — REDUCED PRESSURE ZONE BACKFLOW PREVENTERS

NPT Threaded Connections — Bronze Body

Standard shut-offs (NRS) gate valves

No.	Size	Qty. Per Carton	Weight Per Carton (lbs.)	List Price		Stocking Wholesaler Price			
				Standard Shut-offs	Optional Shut-offs	1-5 (40%)		6-up (40-5%)	
					Suffix QT†	Standard Shut-offs	Optional Shut-offs	Standard Shut-offs	Optional Shut-offs
WITH SHUT-OFF VALVES									
909	¾"	1	16	\$292.40	\$316.30	\$175.44	\$189.78	\$166.67	\$180.29
909	1"	1	17	366.80	393.40	220.08	236.04	209.08	224.24
909	1½"	1	39	544.85	571.45	326.91	342.87	310.56	325.73
909	1½"	1	43	603.35	632.65	362.01	379.59	343.91	360.61
909	2"	1	44	746.85	792.10	448.11	475.26	425.70	451.50
WITH SHUT-OFF VALVES and BRONZE STRAINER									
909S	¾"	1	18	326.85	358.80	196.11	215.28	186.30	204.52
909S	1"	1	20	403.95	446.30	242.37	267.78	230.25	254.39
909S	1½"	1	43	587.35	645.80	352.41	387.48	334.79	368.11
909S	1½"	1	45	656.60	722.90	393.96	433.74	374.26	412.05
909S	2"	1	53	823.95	906.30	494.37	543.78	469.65	516.59
WITH SHUT-OFF VALVES and STAINLESS STEEL TRIM									
909HW	¾"	1	16	419.75	445.80	251.85	267.48	239.26	254.11
909HW	1"	1	17	523.95	552.90	314.37	331.74	298.65	315.15
909HW	1½"	1	39	703.40	732.35	422.04	439.41	400.94	417.44
909HW	1½"	1	43	911.85	943.70	547.11	566.22	519.75	537.91
909HW	2"	1	44	1131.85	1181.05	679.11	708.63	645.15	673.20
WITH SHUT-OFF VALVES, BRONZE STRAINER and STAINLESS STEEL TRIM									
909HWS	¾"	1	18	457.35	500.00	274.41	300.00	260.69	285.00
909HWS	1"	1	20	567.35	622.35	340.41	373.41	323.39	354.74
909HWS	1½"	1	43	752.65	825.00	451.59	495.00	429.01	470.25
909HWS	1½"	1	45	972.65	1071.00	583.59	642.60	554.41	610.47
909HWS	2"	1	53	1215.80	1337.00	729.48	802.20	693.00	762.09
WITHOUT SHUT-OFF VALVES									
				No shut-offs	Suffix HW*	No shut-offs	Suffix HW*	No shut-offs	Suffix HW*
909-LF	¾"	1	14	279.00	352.00	167.40	211.20	159.03	200.64
909-LF	1"	1	15	348.15	438.00	208.89	262.80	198.45	249.66
909-LF	1½"	1	36	510.50	678.00	306.30	406.80	290.99	386.46
909-LF	1½"	1	38	571.45	762.00	342.87	457.20	325.73	434.34
909-LF	2"	1	39	709.75	998.00	425.85	598.80	404.56	568.86

†Specify suffix QT for quarter-turn resilient seated ball valve shut-offs.

For other variations, such as union connections ¾", 1" (prefix U) and flanged adapter ends 1½", 1½", 2" (prefix FAE), send for illustrated backflow preventer price list (PL-BFP).

*Specify suffix HW for stainless steel trim for hot water and harsh water conditions.

3/4" - 2" 909 QT ; 709 QT

2 1/2" - 10" 709 RW

2 1/2" - 10" 909 RW

Discount
-60-10-10

-60-10

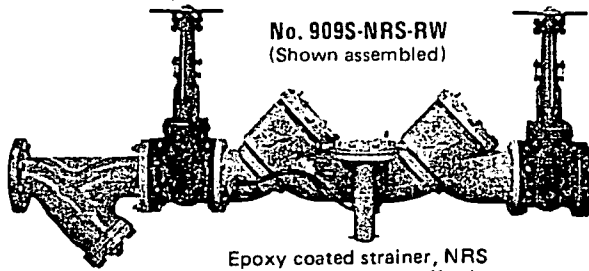
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* Less 30% if Paid in 25 Days

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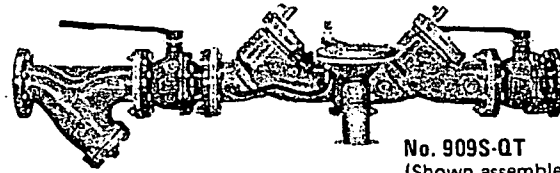
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No. 909S-NRS-RW
(Shown assembled)

Epoxy coated strainer, NRS
resilient wedge shut-off valves.



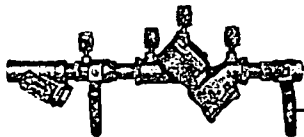
No. 909S-QT
(Shown assembled)

SERIES 909 - REDUCED PRESSURE ZONE BACKFLOW PREVENTERS

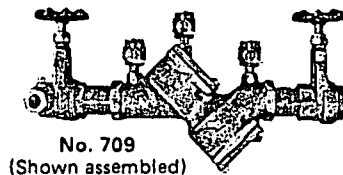
No.	Body	Size	Qty. Per Carton	Weight Per Carton (lbs.)	Standard Shut-offs	List Price		Stocking Wholesaler Price (40%)	
						Optional Shut-offs	Suffix RW	Standard Shut-offs	Optional Shut-offs
WITH NRS SHUT-OFF VALVES							Suffix RW		Suffix RW
909-NRS-M1	Bronze	2½"	1	195	\$2412.00	\$2532.00	\$1447.20	\$1519.20	
909-NRS-M1	Bronze	3"	1	225	2680.00	2824.00	1608.00	1694.40	
909-NRS	Epoxy Coated Iron	2½"	1	195	1878.00	1992.00	1126.80	1195.20	
909-NRS		3"	1	225	2132.00	2270.00	1279.20	1362.00	
909-NRS		4"	1	455	3022.00	3192.00	1813.20	1915.20	
909-NRS		6"	1	718	4606.00	4816.00	2763.60	2889.60	
909-NRS		8"	1	1350	9916.00	10246.00	5949.60	6147.60	
909-NRS		10"	1	2160	12,912.00	13,554.00	7747.20	8132.40	
WITH NRS SHUT-OFF VALVES & EPOXY COATED STRAINER									
909-NRS-S-M1	Bronze	2½"	1	235	2680.00	2606.00	1608.00	1683.60	
909-NRS-S-M1	Bronze	3"	1	277	2984.00	3138.00	1790.40	1882.80	
909-NRS-S	Epoxy Coated Iron	2½"	1	235	2116.00	2236.00	1269.60	1341.60	
909-NRS-S		3"	1	277	2406.00	2552.00	1443.60	1531.20	
909-NRS-S		4"	1	532	3478.00	3680.00	2086.80	2208.00	
909-NRS-S		6"	1	886	5460.00	5682.00	3276.00	3409.20	
909-NRS-S		8"	1	1625	11,456.00	11,804.00	6873.60	7082.40	
909-NRS-S		10"	1	2573	15,330.00	16,016.00	9198.00	9609.60	
WITH OS&Y SHUT-OFF VALVES - UL/FM listed									
909-OSY-M1	Bronze	2½"	1	198	2562.00	2786.00	1537.20	1671.60	
909-OSY-M1	Bronze	3"	1	230	2686.00	2968.00	1611.60	1780.80	
909-OSY	Epoxy Coated Iron	2½"	1	198	2020.00	2234.00	1212.00	1340.40	
909-OSY		3"	1	230	2168.00	2406.00	1300.80	1443.60	
909-OSY		4"	1	470	3178.00	3450.00	1906.80	2070.00	
909-OSY		6"	1	798	4966.00	5302.00	2979.60	3181.20	
909-OSY		8"	1	1456	10,068.00	10,668.00	6040.80	6400.80	
909-OSY		10"	1	2230	13,654.00	14,612.00	8192.40	8767.20	
WITH OS&Y SHUT-OFF VALVES - UL/FM listed & EPOXY COATED STRAINER									
909-OSY-S-M1	Bronze	2½"	1	238	2838.00	3098.00	1702.80	1858.80	
909-OSY-S-M1	Bronze	3"	1	282	2888.00	3286.00	1732.80	1971.60	
909-OSY-S	Epoxy Coated Iron	2½"	1	238	2266.00	2490.00	1359.60	1494.00	
909-OSY-S		3"	1	282	2446.00	2832.00	1467.60	1699.20	
909-OSY-S		4"	1	547	3644.00	3930.00	2186.40	2358.00	
909-OSY-S		6"	1	966	5842.00	6194.00	3505.20	3716.40	
909-OSY-S		8"	1	1731	11,620.00	12,248.00	6972.00	7348.80	
909-OSY-S		10"	1	2643	16,122.00	17,128.00	9673.20	10,276.80	
*WITHOUT SHUT-OFF VALVES									
909-LF-M1	Bronze	2½"	1	124	2074.00		1244.40		
909-LF-M1	Bronze	3"	1	124	2253.00		1351.80		
*909-LF	Epoxy Coated Iron	2½"	1	124	1556.00	2430.00	933.60	1458.00	
*909-LF		3"	1	124	1726.00	2730.00	1035.60	1638.00	
*909-LF		4"	1	375	2507.00	3580.00	1504.20	2148.00	
*909-LF		6"	1	554	4008.00	5250.00	2404.80	3150.00	
909-LF		8"	1	836	8786.00		5271.60		
909-LF		10"	1	1416	11,823.00		7093.80		

*Specify suffix QT in place of suffix LF for quarter-turn resilient seated ball valve shut-offs, sizes 2½" - 6".
For other variations, send for illustrated backflow preventer price list (PL-BFP).

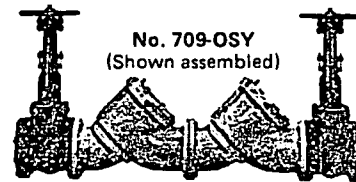
Backflow preventers



No. 709S-QT
(Shown assembled)



No. 709
(Shown assembled)



No. 709-OSY
(Shown assembled)

4

DOUBLE CHECK VALVE BACKFLOW PREVENTERS

DOUBLE CHECK VALVE BACKFLOW PREVENTERS						List Price		Stocking Wholesaler Price			
No.	Size	Body	Qty. Per Carton	Weight Per Carton (lbs.)	Standard Shut-offs	Optional Shut-offs	1-5 (40%)		6-up (40-5%)		
							Standard Shut-offs	Optional Shut-offs	Standard Shut-offs	Optional Shut-offs	
WITH SHUT-OFF VALVES						Suffix QT		Suffix QT		Suffix QT	
• 709	¾"	Bronze	1	9	\$170.10	\$188.70	\$102.06	\$113.22	\$ 96.96	\$107.56	
• 709	1"	Bronze	1	11	186.00	210.00	111.60	126.00	106.02	119.70	
• 709	1½"	Bronze	1	26	345.50	374.75	207.30	224.85	196.94	213.61	
• 709	2"	Bronze	1	31	401.30	446.50	240.78	267.90	228.74	254.51	
WITH SHUT-OFF VALVES and BRONZE STRAINER						Suffix QT		Suffix QT		Suffix QT	
• 709S	¾"	Bronze	1	11	202.00	220.60	121.20	132.36	115.14	125.74	
• 709S	1"	Bronze	1	14	226.00	249.90	135.60	149.94	128.82	142.44	
• 709S	1½"	Bronze	1	33	417.30	446.50	250.38	267.90	237.86	254.51	
• 709S	2"	Bronze	1	40	505.00	550.00	303.00	330.00	287.85	313.50	
WITH NRS SHUT-OFF VALVES						Suffix RW		Suffix RW		Suffix RW	
† 709-NRS-M1	2½"	Bronze	1	210	1930.00	2300.00	1158.00	1380.00	1100.10	1311.00	
† 709-NRS-M1	3"	Bronze	1	236	1979.00	2406.00	1187.40	1443.60	1128.03	1371.42	
† 709-NRS	2½"	Bronze	1	210	1419.00	1754.00	851.40	1052.40	808.83	999.78	
† 709-NRS	3"	Bronze	1	236	1465.00	1856.00	879.00	1113.60	835.05	1057.92	
† 709-NRS	4"	Epoxy Coated Iron	1	522	2110.00	2690.00	1266.00	1614.00	1202.00	1533.30	
† 709-NRS	6"	Epoxy Coated Iron	1	785	3576.00	4583.00	2145.60	2749.80	2038.32	2612.31	
† 709-NRS	8"	Epoxy Coated Iron	1	1439	6642.00	8837.00	3985.20	5002.20	3785.94	4752.09	
† 709-NRS	10"	Epoxy Coated Iron	1	2003	9443.00	12330.00	5665.80	7398.00	5382.51	7028.10	
WITH OS&Y SHUT-OFF VALVES UL/FM listed						Suffix RW		Suffix RW		Suffix RW	
† 709-OSY-M1	2½"	Bronze	1	210	2150.00	2639.00	1290.00	1583.40	1225.50	1504.23	
† 709-OSY-M1	3"	Bronze	1	236	2196.00	2743.00	1317.60	1645.80	1251.72	1563.51	
† 709-OSY	2½"	Bronze	1	210	1627.00	2079.00	976.20	1247.40	927.39	1185.03	
† 709-OSY	3"	Bronze	1	236	1673.00	2177.00	1003.80	1306.20	953.61	1240.89	
† 709-OSY	4"	Epoxy Coated Iron	1	522	2429.00	3143.00	1457.40	1885.80	1384.53	1791.51	
† 709-OSY	6"	Epoxy Coated Iron	1	785	3889.00	5065.00	2333.40	3039.00	2216.73	2887.50	
† 709-OSY	8"	Epoxy Coated Iron	1	1439	7049.00	9080.00	4229.40	5448.00	4017.93	5176.60	
† 709-OSY	10"	Epoxy Coated Iron	1	2003	10,392.00	13,702.00	6235.20	8221.20	5923.44	7810.14	
WITHOUT SHUT-OFF VALVES						No shut-offs		No shut-offs		No shut-offs	
709-LF	¾"	Bronze	1	7	156.80	216.00	94.08	129.60	89.38	123.12	
709-LF	1"	Bronze	1	8	167.45	231.00	100.47	138.60	95.45	131.67	
709-LF	1½"	Bronze	1	21	313.65	432.00	188.19	259.20	178.78	246.24	
709-LF	2"	Bronze	1	23	364.00	502.00	218.40	301.20	207.48	286.14	
* 709-LF-M1	2½"	Bronze	1	130	1344.00	1806.00	806.40	1089.60	766.08	1032.48	
* 709-LF-M1	3"	Bronze	1	132	1570.00	2142.00	942.00	1256.40	894.90	1194.60	
* 709-LF	2½"	Bronze	1	130	910.00	1254.00	546.00	728.40	518.70	694.20	
* 709-LF	3"	Bronze	1	132	1075.00	1461.00	645.00	861.00	612.75	818.25	
* 709-LF	4"	Epoxy Coated Iron	1	298	1625.00	2205.00	975.00	1305.00	926.25	1241.25	
* 709-LF	6"	Epoxy Coated Iron	1	470	2585.00	3515.00	1551.00	2061.00	1473.45	1961.25	
709-LF	8"	Epoxy Coated Iron	1	819	5075.00	6915.00	3045.00	4065.00	2892.75	3851.25	
709-LF	10"	Epoxy Coated Iron	1	1416	7266.00	9966.00	4359.60	5841.60	4141.62	5521.62	

See Discant sheet

resilient seated ball valve shut-offs; refer to PL-BFP for pricing.

PL-BFP for pricing.

4



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

received
JAN 27 1988

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>CO</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID WATER CONTROL COMPANY

bevi221

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder WATER CONTROL COMPANY Telephone (916) 966-2236

Type of Business: ☐ Corporation, ☒ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 6206 Orsi Circle, Carmichael CA 95608
Street City State Zip Code

Mailing Address: P O Box 1337, Carmichael, CA 95609-1337
To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Paul W. Mello, Co-Owner

Paul W. Mello

Co-Partner

Typed or Printed Name and Title

Signature

Judith L. Mello and Paul W. Mello, co-partners DBA Water Control Company

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An Individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount

Received:

☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Corrairie Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

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VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Paul W. Mello
(Please Print)

I am employed by Water Control Company, hereafter
referred to below as "the firm".

I am the Co-Owner of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan
or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa
or Namibia, or
any business firm for the express purpose of doing business
with, conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on February 8, 1988, at Carmichael, CA.

Paul W. Mello
(Signature)

Co-Owner/Partner
(Title)

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By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$ 73.50	\$ 73.50
		Manufacturer and Model No. Watts 709 QT		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$ 976.10	\$ 976.10
		Manufacturer and Model No. Watts 709NRS-RW		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$ 1,620.24	\$ 1,620.24
		Manufacturer and Model No. Watts 709NRS-RW		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ 137.69	\$ 413.07
		Manufacturer and Model No. Watts 909-QT		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ 277.24	\$ 1,108.96
		Manufacturer and Model No. Watts 909-QT		

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Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: 3 % for payment within 21 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- (XX) The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

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BID NO. 1198

By the
Office of the City Clerk

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General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: Water Control Company

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

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GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

MODEL 709-QT

709 SERIES DOUBLE CHECK VALVE ASSEMBLY

Sizes: $\frac{3}{4}$ " - 2"

The No. 709 Series Double Check Valve Assembly is designed to prevent the reverse flow in water lines and to prevent polluted water from entering into the potable water system. This series can be applied to a variety of installations where the degree of hazard is considered to be low to intermediate and where approved for specific installations.

No. 709 Series features a modular design concept which facilitates maintenance and assembly access. All sizes are standardly equipped with gate valves and ball type test cocks. All sizes can be installed horizontally or vertically.

FEATURES

- Bronze body construction
- Modular construction with replaceable seats
- Ball valve test cocks
- Low pressure drop
- Available with bronze strainers
- Compact for economy combined with performance
- Design simplicity for easy maintenance

OPTIONS

(Options can be combined)

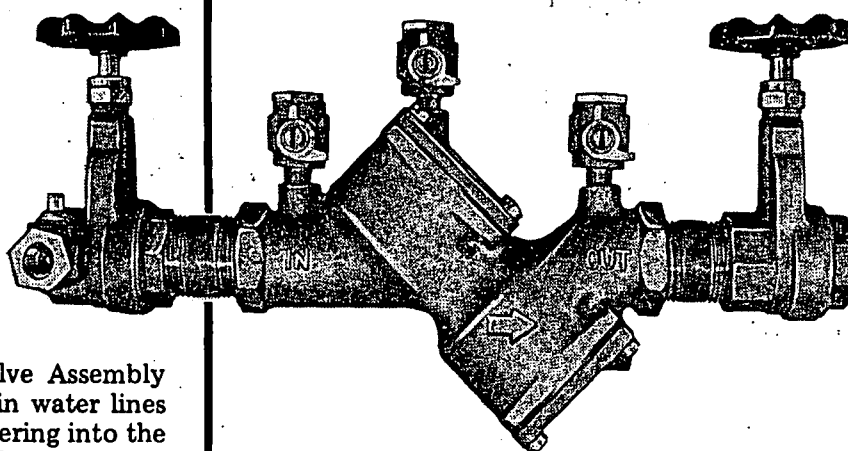
Suffix:

- S** - with bronze strainer.
- HW** - with stainless steel, removable check valve seats for hot water to 210°F and aggressive water conditions.
- QT** - with $\frac{1}{4}$ turn, full port, resilient seated, bronze ball valve shut-offs.
- LF** - without shut-off valves.

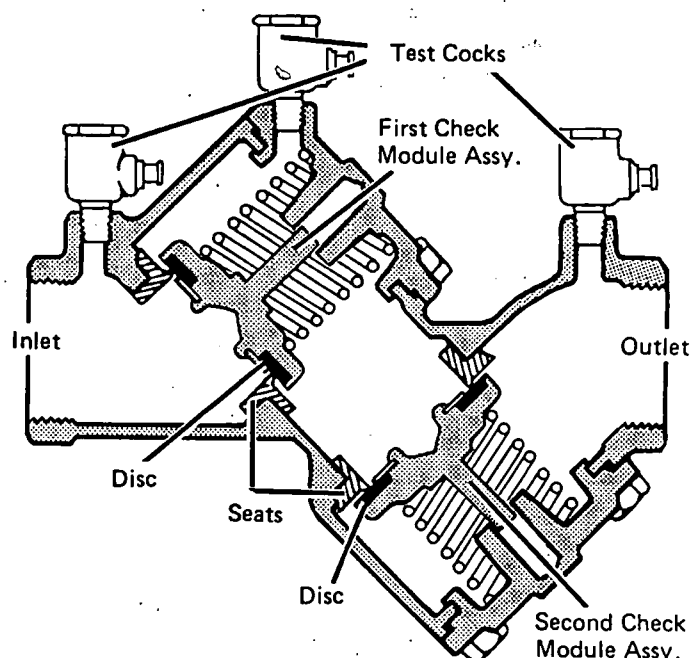
SPECIFICATIONS

A double check valve assembly shall be installed at referenced cross connections to prevent the backflow of polluted water into the potable water supply. The cross connections shall be determined by local inspection authority for use where a high hazard situation does not exist. It shall be a complete assembly including four ball-type test cocks and shut-off valves. A strainer is recommended.

The device shall meet the requirements of A.S.S.E. Std. 1015; AWWA Std. C506, CSA B64.5 or FCCCHR of USC for Cross Connection Control. Watts Regulator Company Series 709 or equal.



First and Second Check Modules are Interchangeable.



CHECK MODULE ASSEMBLY

No. 709 Series features a modular design concept which facilitates complete maintenance and assembly by retaining the spring load. The first and second check modules are interchangeable.

**WATTS
REGULATOR**
WATTS REGULATOR COMPANY

HOQTRS: Rte. 114 & Chestnut St., No. Andover, MA 01845
MAIL: Box 628, Lawrence, MA 01842 Tel: 94-7460
Tel. (617) 688-1811 Fax: (617) 794-1848/794-1674
International Subsidiaries:
Watts Regulator of Canada Ltd. Tel: 06527137
Watts Regulator (Nederland) b.v. Tel: 43786

MATERIALS

Bronze body construction - Model 709 celcon check seats, Model 709HW stainless steel check seats - stainless steel trim, durable tight seating rubber discs, bronze ball valve test cocks.

Standardly furnished with non-rising stem (NRS) gate valves.

PRESSURE - TEMPERATURE

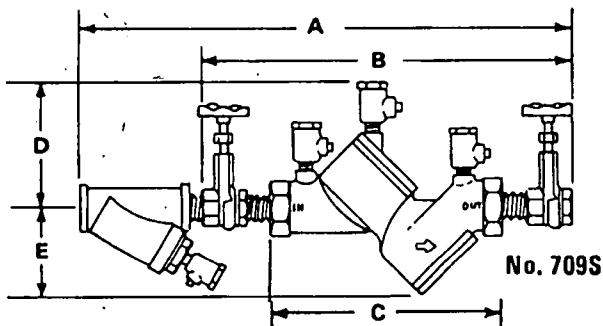
Sizes 3/4" through 2" are suitable for supply pressures up to 175 PSI and water temperatures to 140°F max. Suffix: HW for stainless steel modules, for hot water to 210°F and aggressive water conditions.

STANDARDS

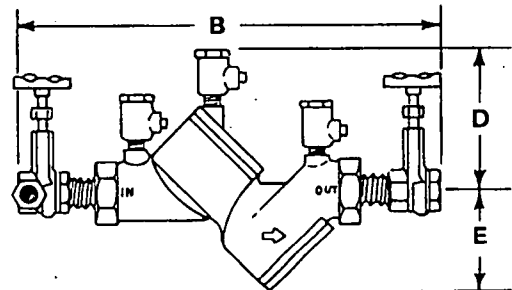


Tested and certified under the following standards for double check valve assemblies; A.S.S.E. Standard No. 1015; AWWA Standard C506; CSA B64; FCCCHR of USC Manual, Section 10. (Accepted by SBCCI (Standard Plumbing Codes). Listed by IAPMO.

DIMENSIONS - WEIGHTS



No. 709-S
(with strainer)

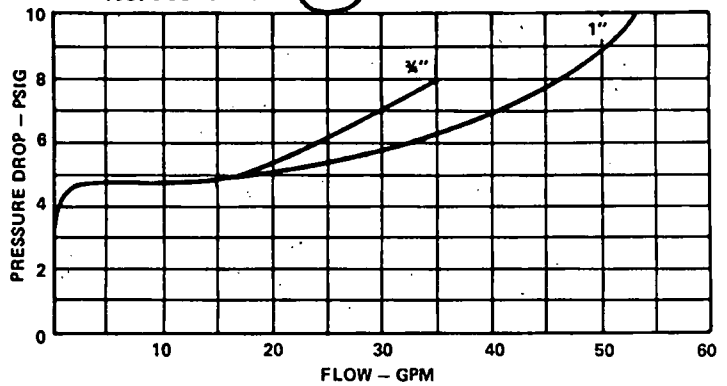


No. 709
(without strainer)

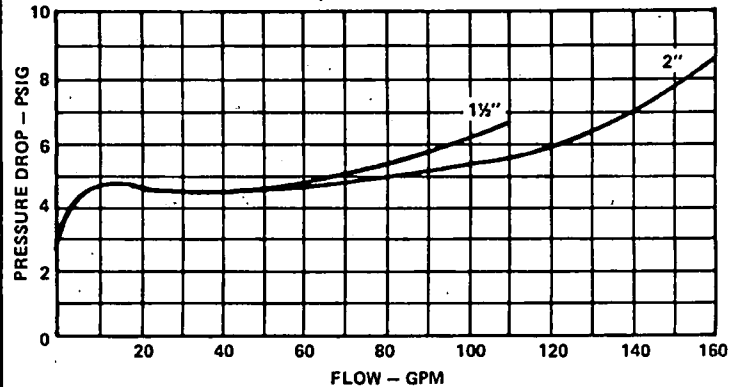
SIZE	DIMENSIONS (Inches)						Total Weight (Lbs.)	
	A	B	C	D	E	Width	Less Strainer	With Strainer
3/4"	16	12 1/4	7 1/8	4	27/8	23/4	7 1/4	9
1"	17 3/4	13 3/4	7 1/8	4	27/8	23/4	8 1/2	11 1/2
1 1/4"	21 3/4	16 1/2	10 1/8	5	47/8	4 1/4	22	26
1 1/2"	23	16 3/4	10 1/8	5	47/8	4 1/4	22 3/4	27 1/4
2"	24 3/4	17 3/4	10 1/8	5	47/8	4 1/4	24 1/2	32 1/2

CAPACITY

No. 709 Sizes 3/4" 1"



No. 709 Sizes 1 1/2", 2"



HQTRS: Rte. 114 & Chestnut St., No. Andover, MA 01845
MAIL: Box 628, Lawrence, MA 01842 Telex: 94-7460
Tel.: (617) 688-1811 Fax: (617) 794-1848/794-1674

International Subsidiaries:
Watts Regulator of Canada Ltd.
Watts Regulator (Nederland) b.v.

Telex: 06527137
Telex: 43786

WATTS No. 709 SERIES

DOUBLE CHECK VALVE ASSEMBLY

Sizes: 2½", 3", 4", 6", 8", 10"

The No. 709 Series Double Check Valve Assembly is designed to prevent the reverse flow in water lines and to prevent polluted water from entering into the potable water system. This series can be applied to a variety of installations where the degree of hazard is considered to be low to intermediate and where approved for specific installations.

No. 709 Series features a modular design concept which facilitates maintenance and assembly access. All sizes are standardly equipped with gate valves and ball type test cocks. All sizes can be installed horizontally or vertically.

FEATURES

- Body construction all bronze (2½" and 3")
Epoxy coated cast iron (4"-10")
- Removable bronze seats
- Stainless steel internal parts
- Maximum flow at low pressure drop
- Compact for economy combined with performance
- Design simplicity for easy maintenance

OPTIONS

(Can be combined)

Suffix

- S -with epoxy coated strainer
(coating FDA approved)
- OS&Y -for (OS&Y) outside stem and yoke
gate valves 2½"-10"
- BV -for quarter-turn ball valve shut-off valves
2½"-4", (6", 8", 10" consult factory Rep.)
- M2 (2½"-3" sizes only) epoxy coated
check valve bodies and covers

RW. -With Resilient Wedge Shut-off valves

SPECIFICATIONS

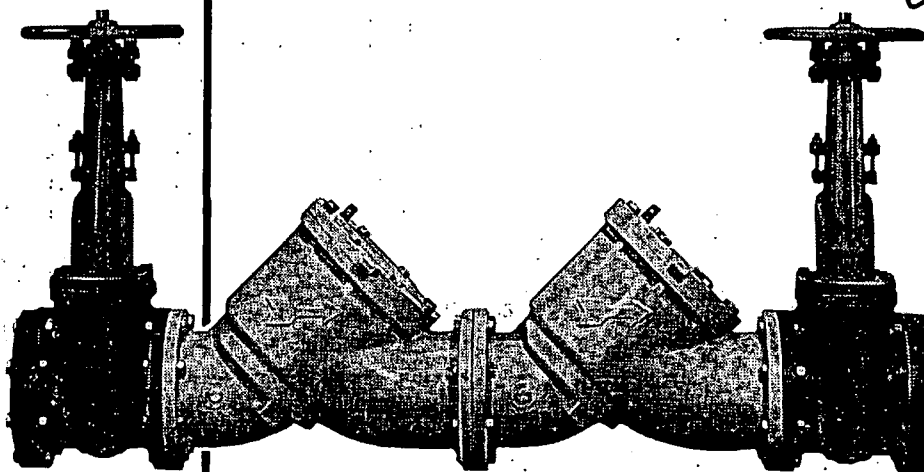
FOR DOUBLE CHECK VALVE BACKFLOW PREVENTERS
A double check valve assembly shall be installed at referenced cross connections to prevent the backflow of polluted water into the potable water supply. The cross connections shall be determined by local inspection authority for use where a high hazard situation does not exist. It shall be a complete assembly including tight-closing shutoff valves, test cocks, and a strainer* is recommended. The device shall meet the requirements of A.S.S.E. Std 1015; AWWA Std. C506-78 or USCFCCC Manual for Cross Connection Control Watts Regulator Company Series 709 or equal.

*NOTE: A strainer should not be installed when the backflow preventer is used on "seldom used" water lines which are called upon during emergencies, such as, fire sprinkler lines.

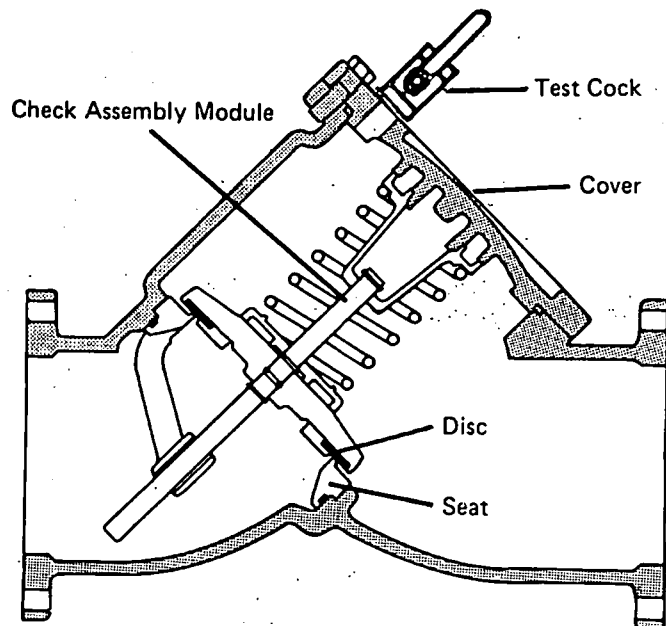
ITEM NO 2 & 3

ES-709

MODEL 709NRS-RW



First and Second Checks are Interchangeable.



CHECK ASSEMBLY MODULE

No. 709 Series features a modular design concept which facilitates complete maintenance and assembly by retaining the spring load. Also, the first and second check module are identical and can be interchanged.

**WATTS
REGULATOR**
WATTS REGULATOR COMPANY

Box 628, Lawrence, MA 01842 (617) 688-1811
Telex: 94-7460 Watts Reg Law

International Subsidiaries:
Watts Regulator of Canada Ltd. Telex: 06527137
Watts Regulator (Nederland) b.v. Telex: 43786

MATERIALS

2½" and 3" Sizes- Model M2. Epoxy coated cast iron check bodies and covers with bronze seats; bronze relief valve with stainless trim. All bronze body construction available on special order. 4" to 10" epoxy coated cast iron body; sizes 2½" to 10" bronze seat and disc holder; stainless steel trim and durable tight-seating rubber check valve discs.

All sizes furnished with bronze body ball valve test cocks.

Furnished with either non-rising stem (NRS) or outside stem and yoke (OS&Y) gate valves.

PRESSURE - TEMPERATURE

Sizes 2½" through 10" are suitable for supply pressures up to 175 PSI and water temperatures to 110°F max.

STANDARDS

Tested and certified under the following standards for double check valve assemblies: USC Foundation for Cross Connection Control Manual, Section 10; A.S.S.E. Standard No. 1015; AWWA Standard C506-78; accepted by the Research Committee of the International Association of Plumbing and Mechanical Officials (Sizes 8" and 10"). UL Classified File No. EX 3185 (Sizes 2½" Thru 10"). Approved under C.S.A. B64 Series (Sizes 8" and 10").



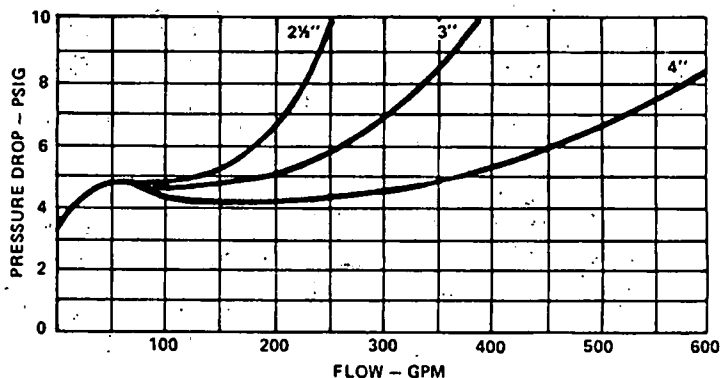
B64.5



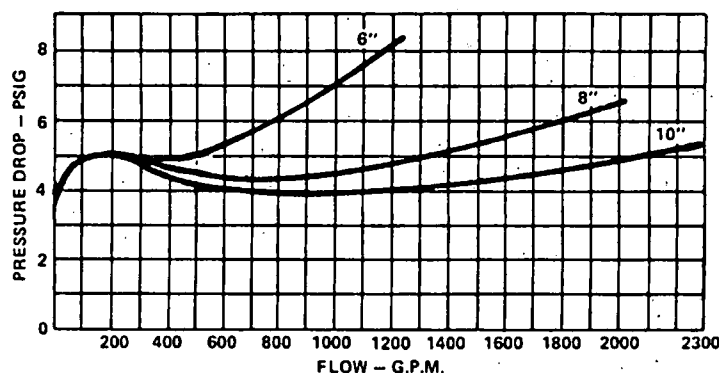
With OS&Y Gate Valves

CAPACITY

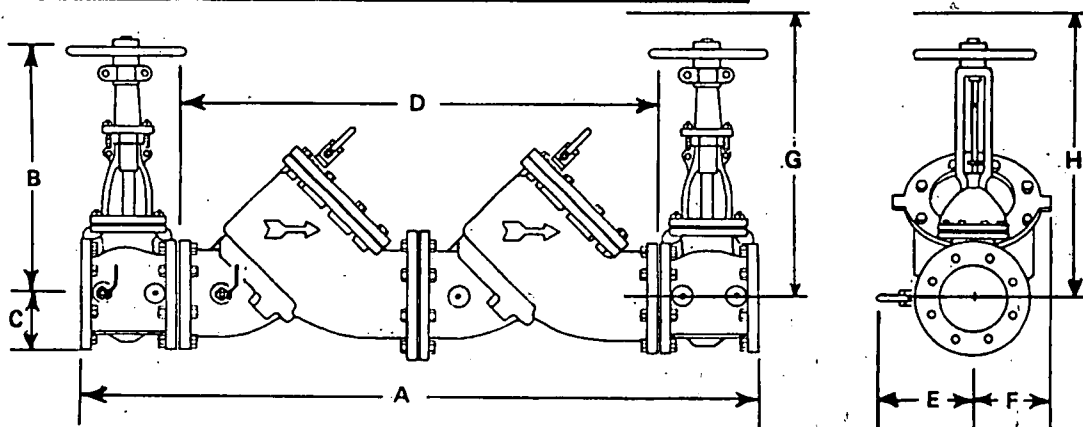
No. 709 Sizes 2½", 3", 4"



No. 709 Sizes 6", 8", 10"



DIMENSIONS - WEIGHTS



DIMENSIONS (Inches)

SIZE	B							WEIGHT (Lbs.)	
	A	NRS	OS&Y	C	D	E	F	NRS	OS&Y
2½"	39	113/8	157/8	3½	24	4	3	167	170
3"	40	123/4	18½	3¾	24	5	3	167	170
4"	52	23¾	23¾	4½	34	6	6	368	383
6"	62½	19¾	32½	5½	41½	11	7½	627	707
8"	75	24½	39¾	6½	52	11¼	9	1201	1307
10"	90	29¼	48	8	64	12½	10¼	2003	2073

Clearance Required for Servicing

	G	H
2½-3	10"	11"
4	15"	14"
6	15"	16"
8	23"	21"
10	25"	21"

* FM approved backflow preventers must include FM approved OS&Y gate valves.



Box 628, Lawrence, MA 01842 (617) 688-1811
 Telex: 94-7460 Watts Reg Law
 International Subsidiaries:
 Watts Regulator of Canada Ltd. Telex: 06527137
 Watts Regulator (Nederland) b.v. Telex: 43786

No. 909 SERIES

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER

Sizes: $\frac{3}{4}$ ", 1", $1\frac{1}{4}$ ", $1\frac{1}{2}$ ", 2"

Watts No. 909 provides superior protection in cross connection control for both cold and hot water installations. With its exclusive, patented design incorporating the "air-in/water-out" principle it provides substantially improved relief valve discharge performance during the emergency conditions of combined back-siphonage and backpressure with both checks fouled. $\frac{3}{4}$ " and 1" have NPT body connections, $1\frac{1}{4}$ " thru 2" have screwed end flanged body connections. Standardly furnished with non-rising stem (NRS) gate valve shut-offs.

FEATURES

- Model 909 for temperatures up to 140°F.
- Modular construction with replaceable seats.
- Compact for installation ease.
- Horizontal or vertical (up) installation.

OPTIONS

(Options can be combined)

Suffix

- S - with bronze strainer.
- HW - with stainless steel check modules for hot water and harsh water conditions.
- QT - with $\frac{1}{4}$ turn, full port, resilient seated, bronze ball valve shut-offs.
- LF - without shut-off valves.

Prefix U - with integral body unions ($\frac{3}{4}$ " and 1" only).

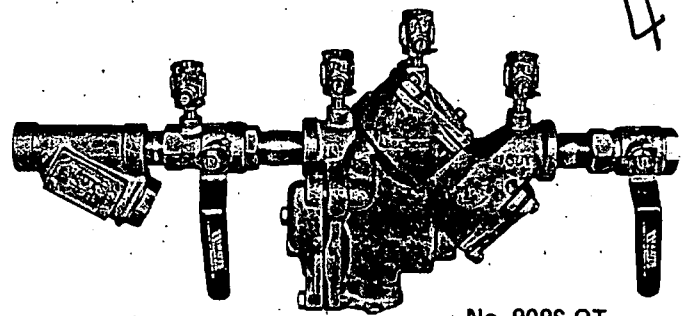
Prefix FAE - with flanged adapter ends ($1\frac{1}{4}$ ", $1\frac{1}{2}$ ", 2" only).

NOTE: The installation of a drain line is recommended. When installing a drain line, an air gap is necessary. For vertical installations, a vent elbow is also necessary and the direction of flow must be (up) for $\frac{3}{4}$ "-2".

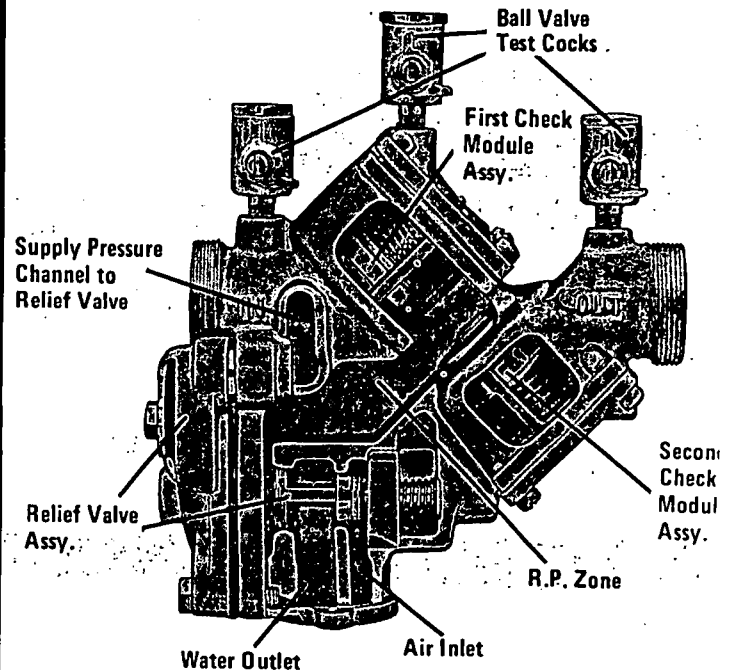
SPECIFICATIONS

A reduced pressure principle backflow preventer shall be installed at each cross connection to prevent back-siphonage and backpressure backflow of hazardous materials into the potable water supply. The device shall consist of a pressure differential relief valve located in a zone between two positive seating check valves. The relief valve shall contain a separate means whereby free air will enter the zone and contained water will be discharged to atmosphere when the valve is fully open. The assembly shall include two tightly closing shut-off valves before and after the device, test cocks and a protective strainer upstream of the No. 1 gate valve. The device (specify Model 909 for temperatures up to 140°F or Model 909HW for temperatures up to 210°F) shall meet the requirements of A.S.S.E. Std. 1013; AWWA Std. C506 CSA B64.4; FCCCHR of USC Manual Section 10; U.L. Classified File No. EX3185. Listed by IAPMO (UPC). SBCCI (Standard Plumbing Code). Watts Regulator Co. Model 909-S or 909HW-S or equivalent.

MODEL 909-QT

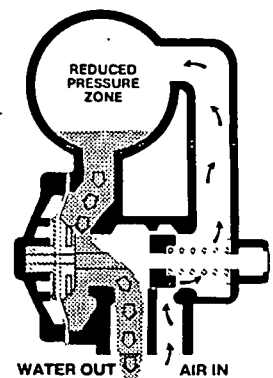


No. 909S-QT



HOW IT OPERATES

The unique relief valve construction incorporates two channels: one for air, one for water. When the relief valve opens, as in the accompanying air-in/water-out diagram, the right-hand channel admits air to the top of the reduced pressure zone, relieving the zone vacuum. The channel on the left then drains the zone to atmosphere. Therefore, if both check valves foul, and simultaneous negative supply and positive back pressure develops, the relief valve uses the air-in/water-out principle to stop potential backflow.



Patent # 4,241,752

WATTS

REGULATOR

WATTS REGULATOR COMPANY

HOOTRS: Rte. 114 & Chestnut St., No. Andover, MA 01845
MAIL: Box 628, Lawrence, MA 01842 Telex: 94-7460
Tel. (617) 688-1811 Fax: (617) 794-1848/794-1674

International Subsidiaries:
Watts Regulator of Canada Ltd.
Watts Regulator (Nederland) b.v.

Telex: 06527137
Telex: 43786

MATERIALS

Bronze body construction — Model 909 celcon check seats, Model 909HW stainless steel check seats — stainless steel relief valve seats, shafts and flange bolts — durable tight seating, rubber check valve and relief valve assemblies. Bronze body test cocks.

Standardly furnished with N.P.T. body connections and non-rising stem (NRS) gate valves. For full port ball valve shut-offs, specify suffix QT.

For union body connections sizes $\frac{3}{4}$ " or 1", specify prefix U.

PRESSURE - TEMPERATURE

Model 909 suitable for supply pressure up to 175 PSI and water temperatures up to 140°F.

Model 909HW suitable for supply pressure up to 175 PSI and water temperatures up to 210°F.

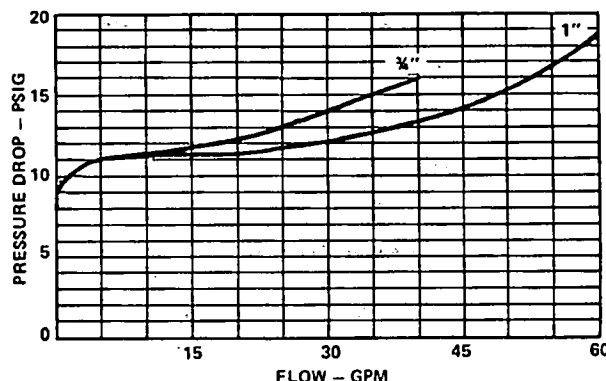
STANDARDS

Tested and certified under the following standards for reduced pressure principle backflow preventers; A.S.S.E. No. 1013; AWWA C506; CSA B64.4; FCCC-HR of USC Manual Section 10; U.L. Classified File No. EX3185. Listed by IAPMO (UPC); SBCCI (Standard Plumbing Code).

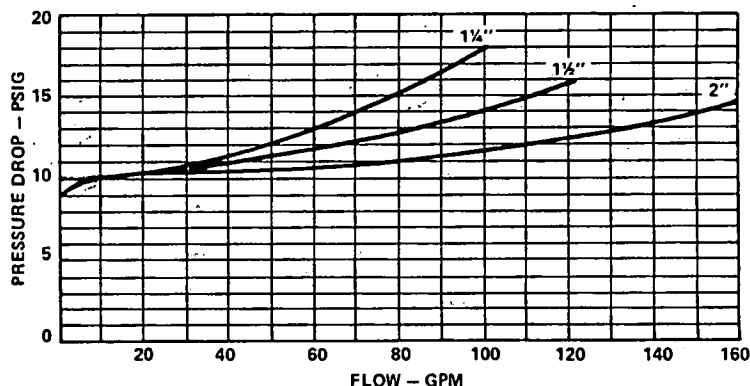


CAPACITY

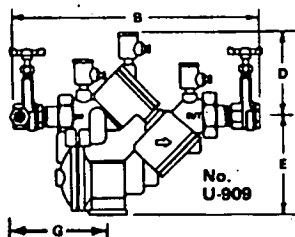
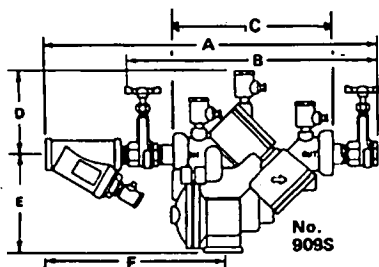
No. 909 Sizes $\frac{3}{4}$ ", 1"



No. 909 Sizes 1 $\frac{1}{4}$ ", 1 $\frac{1}{2}$ ", 2"



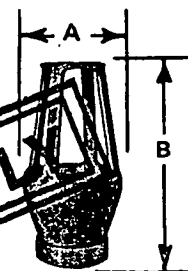
DIMENSIONS - WEIGHT



No. 909AG Series

AIR GAPS

When installing a drain line use No. 909AG series Air Gaps on No. 909 backflow preventers.
• 909EL series elbows are for air gaps on backflow preventers in vertical installation.



No. Body	No. 909	Drain Outlet	Dimensions		Weight
No. 909	Size	Size	A	B	
909-AG-C Air Gap	3/4" and 1"	1"	3 1/4"	4 7/8"	1 1/2 lbs.
909-EL-C Elbow*	3/4" and 1"	1"	2 3/8"	2 3/8"	3/8 lbs.
909-AG-F Air Gap	1 1/4" thru 2"	2"	4 3/8"	6 3/4"	3 1/4 lbs.
909-EL-F Elbow*	1 1/4" thru 2"	2"	3 5/8"	3 5/8"	2 lbs.

Size	DIMENSIONS (Inches)								Total Weight (lbs.)	
	A	B	C	D	E	F	G	Width	Less Strainer	With Strainer
$\frac{3}{4}$ "	18	13	75/16	4	43/4	93/4	51/4	37/8	14	155/8
1"	19	13 1/2	75/16	4	43/4	111/2	51/2	37/8	15	171/2
1 1/4"	22 1/8	165/8	103/8	5	65/8	121/2	6	51/4	40	423/4
1 1/2"	235/16	167/8	103/8	5	65/8	131/2	6	51/4	40	44
2"	255/16	175/8	103/8	5	65/8	141/2	6 1/4	51/4	40	473/8



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International Subsidiaries:
Watts Regulator of Canada Ltd. Telex: 06527137
Watts Regulator (Nederland) b.v. Telex: 43786

909 Series

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER

Sizes: 2½", 3", 4", 6", 8", 10"

Watts 909 Series provides superior protection in cross connection control. With its exclusive patented relief valve design incorporating the "air-in/water-out" principle, it provides substantially improved relief valve discharge performance during the emergency conditions of combined back-siphonage and back-pressure with both checks fouled. Furnished with non-rising stem (NRS) gate valve shut-offs.

FEATURES

- Removeable bronze seats
- Stainless steel internal parts
- Design simplicity for easy maintenance
- Horizontal or vertical (down) installation

OPTIONS

(Options can be combined)

Suffix

- S - with strainer, FDA approved epoxy coating.
 OS&Y - with OS&Y gate valve shut-offs.
 QT - with ¼ turn, full port, resilient seated, ball valve shut-offs 2½" - 6".
 RW - with resilient wedge shut-off valves.
 LF - without shut-off valves.

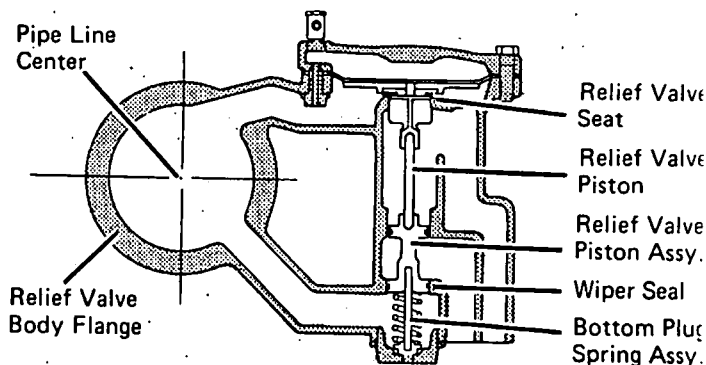
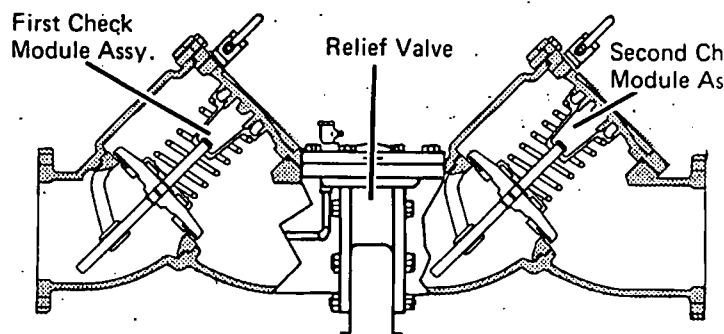
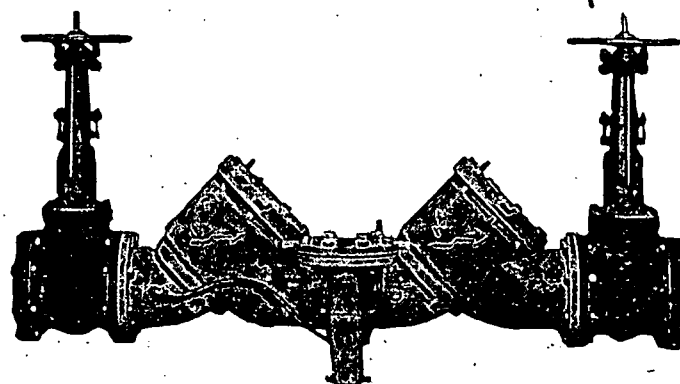
NOTE: The installation of a drain line is recommended. When installing a drain line, an air gap is necessary and the direction of flow must be (down) for 2½" - 10".

SPECIFICATIONS

For Reduced Pressure Principle Backflow Preventers

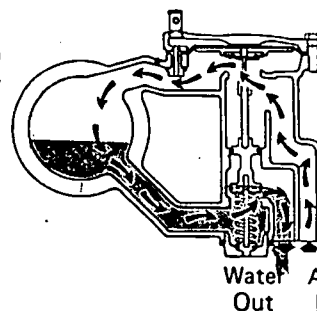
A reduced pressure principle backflow preventer shall be installed at each cross connection to prevent back-siphonage and backpressure backflow of hazardous materials into the potable water supply. The device shall consist of a pressure differential relief valve located in a zone between two positive seating check valves. The relief valve shall contain a separate means whereby free air will enter the zone and contained water will be discharged to atmosphere when the valve is fully open. The assembly shall include two tightly closing shut-off valves before and after the device and test cocks. The device shall meet the requirements of A.S.S.E. Std. 1013; AWWA Std. C506, CSA B64.4; FCCCHR of USC Manual Section 10; U.L. Classified File No. EX3185. Listed by IAPMO (UPC); SBCCI (Standard Plumbing Code) Watts Regulator Company series 909 or equivalent.

MODEL 909NRS-RW



HOW IT OPERATES

The unique relief valve construction incorporates two channels: one for air, one for water. When the relief valve opens, as in the accompanying air-in/water-out diagram, the right-hand channel admits air to the top of the reduced pressure zone, relieving the zone vacuum. The channel on the left then drains the zone to atmosphere. Therefore, if both check valves foul, and simultaneous negative supply and positive back pressure develops, the relief valve uses the air-in/water-out principle to stop potential backflow.



Patent #4,241,752

**WATTS
REGULATOR**
WATTS REGULATOR COMPANY

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International Subsidiaries:
 Watts Regulator of Canada Ltd.,
 Watts Regulator (Nederland) b.v.

Telex: 06527137
 Telex: 43786

MATERIALS

Sizes: 2½", 3" (Suffix M2), 4" and 6" have epoxy coated (FDA approved) cast iron check valve bodies with bronze seats; bronze relief valve with stainless steel trim.

2½" and 3" sizes are also available with all bronze construction and stainless steel trim on special order.

8" and 10" sizes - epoxy coated cast iron check valve bodies with bronze seats, epoxy coated cast iron relief valve with stainless steel trim. All sizes furnished with bronze body ball valve test cocks.

PRESSURE - TEMPERATURE

Suitable for supply pressure up to 175 psi and water temperatures to 110°F.

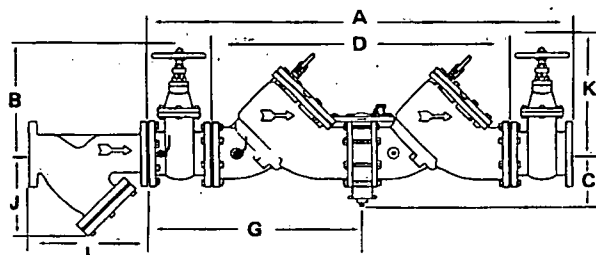
STANDARDS

Tested and certified under the following standards for reduced pressure principle backflow preventers: A.S.S.E. No. 1013; AWWA C506; CSA B64.4; FCCC-HR of USC Manual Section 10; U.L. Classified File No. EX3185 (sizes 2½" thru 10"). Listed by IAPMO (UPC); SBCCI (Standard Plumbing Code).



With OS&Y gate valves.

DIMENSIONS - WEIGHT



Strainer (Size)	Dimensions I	Dimensions J	Weight (lbs.)
2½"	12	8½"	40
3"	14	10	52
4"	16½"	11½"	77
6"	20¼"	15	108
8"	23	19¾"	275
10"	26¾"	23	413

SIZE	DIMENSIONS (Inches)									Weight (Lbs.)	
	A	NRS	O.S.&Y.	C	D	E	F	G	H	NRS	O.S.&Y.
2½"	41¼	113⁄8	157⁄8	5¼	261⁄8	4	9	205⁄8	75⁄8	195	198
3"	42¼	123⁄4	18½	5¼	261⁄8	5	9	21¼	75⁄8	225	230
4"	551⁄8	153⁄8	23¾	6	37	6	135⁄8	275⁄8	113⁄4	455	470
6"	65½	19¾	32½	6	44½	11	135⁄8	32¾	113⁄4	718	798
8"	78¾	24½	39¼	9¾	55¼	11¼	18½	393⁄8	163⁄8	1,350	1,456
10"	935⁄8	29¼	48	9¾	673⁄8	12½	18½	467⁄8	163⁄8	2,160	2,230

QT

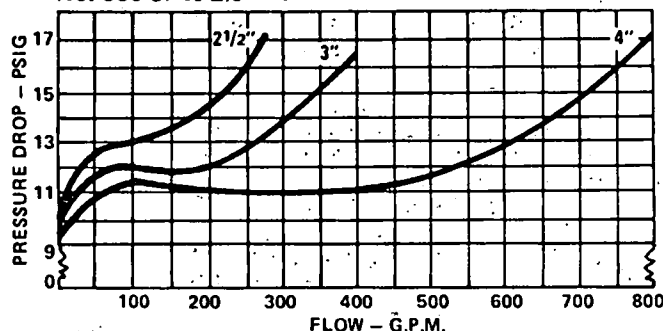
QT

2 1/2"	41 1/4	6	5 1/4	26 1/8	4	9	20 5/8	7 5/8	182
3"	42 1/4	7	5 1/4	26 1/8	5	9	21 1/4	7 5/8	190
4"	55 1/8	9	6	37	6	13 5/8	27 5/8	11 3/4	362
6"	65 1/2	10	6	44 1/2	11	13 5/8	32 3/4	11 3/4	762

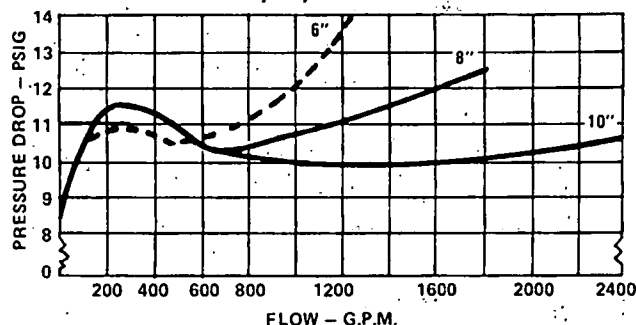
* UL, FM approved backflow preventers must include FM approved OS&Y gate valves.

CAPACITY

No. 909 Sizes 2½" - 4"



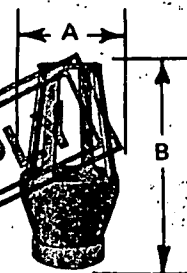
No. 909 Sizes 6", 8", 10"



No. 909AG Series

AIR GAPS

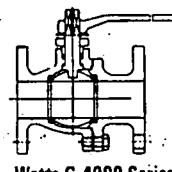
When installing a drain line on No. 909AG Series Air Gaps on No. 909 backflow preventers.



* Epoxy coated

	For No. 909 Sizes	Drain Outlet Size	Dimensions A	Dimensions B	Weight
• 909AG-K	Air Gap 2½" thru 3"	2"	4¾"	6¾"	3¼ lbs.
• 909AG-K	Air Gap 4" thru 6"	3"	65/16"	99/16"	6¼ lbs.
• 909AG-M	Air Gap 8" thru 10"	4"	75/16"	11¼"	15½ lbs.

DOES NOT APPLY

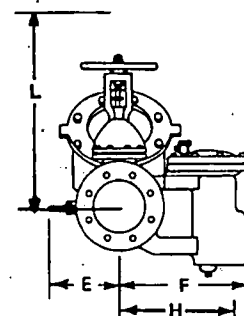


Watts G-4000 Series Ball Valves

Clearance Required for Servicing

	K	L
2½-3	11"	10"
4	14"	15"
6	16"	15"
8	21"	23"
10	21"	25"

NOTE: Relief valve section is reversible, therefore, dimension "F" can be on either side and is furnished standardly as shown.



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No.	Page	No.	Page	No.	Page
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WS2-7	3	ICV-125	8	909DDC	2
3L	4	Series 127	5	PM1000	7
P3	7	Series 140	4	Series 1156	4
FV4	4	142, 144	7	Series 1450	4
Series U5	3	T145B	4	Series 2000	4
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Series N30	4	Series 300	3	Series EL	2
BP30	4	315	4	FBV, FBVS	8
Series M31	4	Series 340	4	FDBV	6
32	4	388ASC	2	Series FGV	5
36A	4	406, 407	6	FH, FHV	8
Series 40	4	408, 410	6	GLV	6
Series N50	7	415	4	Series GV	5
Series 53	4	Series N501	7	MV	1
IR56	3	530	4	Plastic Ball Valves	8
PB56	7	Series 560	3	Series SC	3
70A	4	Series 600	6	SS, ST	6
PV70-01	1	Series 709	2	SWS, SWT	6
Series 77F	5	709DDC	2	TC	6
77S, 88S	5	740	4	WBV, WBVS	8
77SI	5	745	5	WGV, WGVs	6
Gov. 80	2	Series 777	5		
SAN89S, D	7	Series 800	2		

BACKFLOW DEVICES

QUICK REFERENCE PRICE LIST

Effective November 9, 1987 supersedes
Nov. 10, 1986 Price List and all previous issues.

List prices in this price sheet are subject to 20% discount to obtain suggested trade prices for all products except ball valves. Ball valve list prices are contractor prices.

*All prices are temporary
and subject to change without notice.*

FILED

FEB 09 1988

AUTOMATIC CONTROL VALVES

Pilot Operated Liquid Service Regulators

MV Series

Basic Pilot Operated Control Valves

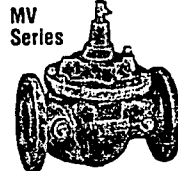
A diaphragm actuated, globe or angle pattern, hydraulically operated valve used as the main valve component for control applications.

Globe: 3/8"- 3" Threaded, 1 1/2"- 16" Flanged.

Angle: 1 1/4"- 4" Threaded, 2"- 10" Flanged

Pressure Rating: 125 class, 175 PSI max.
250 class, 300 PSI max.

Temperature Rating: Water and light petroleum to 180°F (80°C). For details, send for F-POR.



MV Series

PV10 Series

Pilot Operated Pressure Reducing Valve

MV Series with pilot control system to provide desired constant downstream pressure regardless of changing flow rate/varying inlet pressure. Adjustment range 0-30, 25-100, 20-200, 100-300 PSI. For details, send for F-PV10.

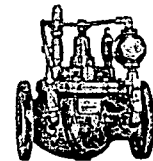


PV10 Series

PV10-01 Series

Pressure Reducing and Check Valve

Same as PV10 plus check valve. For details, send for F-PV10-01.



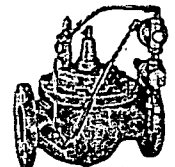
PV10-01 Series

PV10-02 Series

Pressure Reducing/Sustaining Valve

Same as PV10 plus pressure sustaining control. For details, send for F-PV10-02.

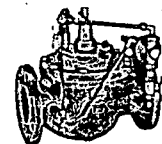
PV10-02 Series



PV20 Series

Pressure Relief, Sustaining and Backpressure Valve

Same as PV10-02, plus backpressure control. For details, send for F-PV20.



PV20 Series

PV70-01 Series

Hydraulic Check Valve with Speed Controls

MV Series with hydraulic check valve and speed controls. For details, send for F-PV70-01.

PV70-01 Series



Consult factory or your local distributor for pricing and other models.

WATER CONTROL CO.

6206 Orsi Circle
Carmichael, CA 95608
Paul Mallo - 966-2236

WATTS
REGULATOR
THE RIGHT SOURCE

BACKFLOW PREVENTERS

No.	Size	List Price
DOUBLE CHECK VALVE ASSEMBLIES (B) Bronze (I) Epoxy coated Iron		
Shut-offs: Std. QT*		
With Shut-off Valves		
709 (B)	¾"	\$170.10 \$188.70
709 (B)	1"	186.00 210.00
709 (B)	1½"	345.50 374.75
709 (B)	2"	401.30 446.50
With Shut-off Valves and Bronze Strainer		
709S (B)	¾"	202.00 220.60
709S (B)	1"	226.00 249.90
709S (B)	1½"	417.30 446.50
709S (B)	2"	505.00 550.00
With NRS Shut-off Valves RW*		
†709-NRS-M1 (B)	2½"	1930.00 2050.00
†709-NRS-M1 (B)	3"	1979.00 2128.00
†709-NRS (I)	2½"	1419.00 1532.00
†709-NRS (I)	3"	1465.00 1606.00
†709-NRS (I)	4"	2110.00 2270.00
†709-NRS (I)	6"	3576.00 3768.00
†709-NRS (I)	8"	6642.00 6922.00
†709-NRS (I)	10"	9443.00 10,042.00
With OS&Y Shut-off Valves UL/FM		
†709-OSY-M1 (B)	2½"	2150.00 2376.00
†709-OSY-M1 (B)	3"	2196.00 2880.00
†709-OSY (I)	2½"	1627.00 1842.00
†709-OSY (I)	3"	1673.00 1914.00
†709-OSY (I)	4"	2429.00 2702.00
†709-OSY (I)	6"	3889.00 4222.00
†709-OSY (I)	8"	7049.00 7650.00
†709-OSY (I)	10"	10,392.00 11,350.00
Without Shut-off Valves HW		
709-LF (B)	¾"	156.80 216.00
709-LF (B)	1"	167.45 231.00
709-LF (B)	1½"	313.65 432.00
709-LF (B)	2"	364.00 502.00
*709-LF-M1 (B)	2½"	1344.00 -
*709-LF-M1 (B)	3"	1570.00 -
*709-LF (I)	2½"	910.00 -
*709-LF (I)	3"	1075.00 -
*709-LF (I)	4"	1625.00 -
*709-LF (I)	6"	2585.00 -
*709-LF (I)	8"	5075.00 -
*709-LF (I)	10"	7266.00 -

Add Suffix HW for temperatures to 210°F, sizes ¾"-2" only.

DOUBLE DETECTOR CHECK VALVE/ RPZ BACKFLOW PREVENTERS

(Epoxy coated Iron)	OSY	RW*
With CFM Meter, Double Check Valve Assembly and OS&Y Shut-off Valves UL/FM		
709DDC-OSY-CFM 3"	2780.00	2904.00
709DDC-OSY-CFM 4"	3202.00	3378.00
709DDC-OSY-CFM 6"	4469.00	4712.00
709DDC-OSY-CFM 8"	8211.00	8649.00
709DDC-OSY-CFM 10"	11,400.00	11,988.00
709DDC Without Shut-off Valves		
709DDC-LF-CFM 4"	2719.00	-
709DDC-LF-CFM 6"	3570.00	-
709DDC-LF-CFM 8"	6615.00	-
709DDC-LF-CFM 10"	8316.00	-
OSY RW*		
CFM Meter, Reduced Pressure Zone Backflow Preventer, OS&Y Shut-off Valves UL/FM		
909DDC-OSY-CFM 3"	3256.00	3486.00
909DDC-OSY-CFM 4"	4284.00	4516.00
909DDC-OSY-CFM 6"	6028.00	6364.00
909DDC-OSY-CFM 8"	11,120.00	12,348.00
909DDC-OSY-CFM 10"	14,742.00	15,666.00
909DDC Without Shut-off Valves		
909DDC-LF-CFM 4"	3559.50	-
909DDC-LF-CFM 6"	5061.00	-
909DDC-LF-CFM 8"	9849.00	-
909DDC-LF-CFM 10"	12,432.00	-

Suffix GPM for gal./min. meter in place of CFM.

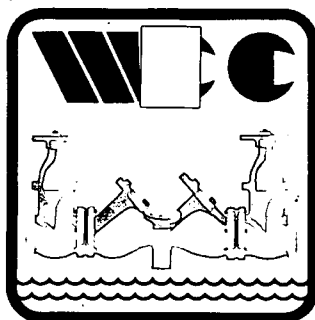
*Suffix QT for quarter-turn resilient-seated ball valve shut-offs

†Suffix S for strainer, FDA epoxy coated, sizes 2½"-10", refer to 77F-FDA-125 Series for prices.

•Suffix RW for resilient-wedge shut-off valves.

No.	Size	List Price
REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSY. (B) Bronze (I) Epoxy coated Iron		
Shut-offs: Std. QT*		
With Shut-off Valves		
909 (B)	¾"	\$292.40 \$ 316.30
909 (B)	1"	366.80 393.40
909 (B)	1½"	544.85 571.45
909 (B)	1½"	603.35 632.65
909 (B)	2"	746.85 792.10
With Shut-off Valves and Bronze Strainer		
909S (B)	¾"	326.85 358.80
909S (B)	1"	403.95 446.30
909S (B)	1½"	587.35 645.80
909S (B)	1½"	656.60 722.90
909S (B)	2"	823.95 906.30
With Shut-off Valves and Stainless Steel Trim		
909HW (B)	¾"	419.75 445.80
909HW (B)	1"	523.95 552.90
909HW (B)	1½"	703.40 732.35
909HW (B)	1½"	911.85 943.70
909HW (B)	2"	1131.85 1181.05
With Shut-offs, Bronze Strainer and S.S. Trim		
909HW-S (B)	¾"	457.35 500.00
909HW-S (B)	1"	567.35 622.35
909HW-S (B)	1½"	752.65 825.00
909HW-S (B)	1½"	972.65 1071.00
909HW-S (B)	2"	1215.80 1337.00
Without Shut-off Valves		
909LF (B)	¾"	279.00 352.00
909LF (B)	1"	348.15 438.00
909LF (B)	1½"	510.50 678.00
909LF (B)	1½"	571.45 762.00
909LF (B)	2"	709.75 998.00
With NRS Shut-off Valves RW*		
909NRS-M1 (B)	2½"	\$ 2412.00 \$ 2532.00
909NRS-M1 (B)	3"	2680.00 2824.00
909NRS (I)	2½"	1878.00 1992.00
909NRS (I)	3"	2132.00 2270.00
909NRS (I)	4"	3022.00 3192.00
909NRS (I)	6"	4606.00 4816.00
909NRS (I)	8"	9916.00 10,246.00
909NRS (I)	10"	12,912.00 13,554.00
With Shut-off Valves and Epoxy Coated Strainer		
909NRS-S-M1 (B)	2½"	2680.00 2806.00
909NRS-S-M1 (B)	3"	2984.00 3138.00
909NRS-S (I)	2½"	2116.00 2236.00
909NRS-S (I)	3"	2406.00 2552.00
909NRS-S (I)	4"	3478.00 3680.00
909NRS-S (I)	6"	5460.00 5682.00
909NRS-S (I)	8"	11,456.00 11,804.00
909NRS-S (I)	10"	15,330.00 16,016.00
With OS&Y Shut-off Valves		
909-OSY-M1 (B)	2½"	2562.00 2786.00
909-OSY-M1 (B)	3"	2686.00 2968.00
909-OSY (I)	2½"	2020.00 2234.00
909-OSY (I)	3"	2168.00 2406.00
909-OSY (I)	4"	3178.00 3450.00
909-OSY (I)	6"	4966.00 5302.00
909-OSY (I)	8"	10,068.00 10,668.00
909-OSY (I)	10"	13,654.00 14,612.00
With OS&Y Shut-offs and Epoxy Coated Strainer		
909-OSY-S-M1 (B)	2½"	2838.00 3098.00
909-OSY-S-M1 (B)	3"	2888.00 3286.00
909-OSY-S (I)	2½"	2266.00 2490.00
909-OSY-S (I)	3"	2446.00 2832.00
909-OSY-S (I)	4"	3644.00 3930.00
909-OSY-S (I)	6"	5842.00 6194.00
909-OSY-S (I)	8"	11,620.00 12,248.00
909-OSY-S (I)	10"	16,122.00 17,128.00
Without Shut-off Valves		
909-LF-M1 (B)	2½"	2074.00
909-LF-M1 (B)	3"	2253.00
*909LF (I)	2½"	1556.00
*909-LF (I)	3"	1726.00
*909-LF (I)	4"	2507.00
*909-LF (I)	6"	4008.00
909-LF (I)	8"	8786.00
909-LF (I)	10"	11,823.00

No.	Size	List Price
AIR GAPS AND ELBOWS For installation with No. 900 & No. 909		
Size of No. 909		
909-AG-C	¾" and 1"	\$21.40
909-EL-C	¾" and 1"	11.00
909-AG-F	1½" thru 3"	43.15
909-EL-F	1½" thru 2"	21.40
*909-AG-K	4" and 6"	86.75
*909-AG-M	8" and 10"	105.80
Size of No. 900		
900-AG-C	¾" thru 1½"	21.40
900-EL-C	¾" thru 1½"	11.00
900-AG-F	1½" thru 2"	43.15
900-EL-F	1½" thru 2"	21.40
•Epoxy coated iron.		
TEST KITS FOR BACKFLOW PREVENTERS		
TK-9A	All 900's, 909's	545.30
TK-7	All 709's & 7's	99.15
Shut-offs: Std. QT*		
ANTI-SIPHON PRESSURE TYPE VACUUM BREAKERS		
800	¾"	\$106.60 \$128.00
800	¾"	106.60 128.00
800	1"	134.40 136.00
800	1½"	211.40 243.00
800	1½"	240.70 280.00
800	2"	254.45 295.00
Self-contained ball valve for institutional applications		
800M	¾"	106.60
††800CM	¾"	142.05
800M	¾"	106.60
††800CM	¾"	142.05
HOT or COLD WATER ANTI-SIPHON VACUUM BREAKERS		
Suffix C for chrome		Brass Chrome
288A	¼, 3/8"	\$14.80 \$22.35
288A	½"	16.80 24.90
288A	¾"	19.90 29.05
288A	1"	31.10 49.65
288A	1¼"	51.55 -
288A	1½"	60.60 -
288A	2"	94.40 -
288A	2½"	271.45 -
288A	3"	360.85 -
Bottom inlet, bottom outlet Satin Chrome		
††388ASC	1½"	14.80
††388ASC	3/8"	19.60
††Satin chrome finish		
ATMOSPHERIC TYPE BACKFLOW PREVENTERS (For Hose Bibb)		
8	¾" f x ¾" m	12.25
8P	¾" f x ¾" m	12.25
••8C	¾" f x ¾" m	15.25
8A	¾" f x ¾" m	15.00
••8AC	¾" f x ¾" m	17.80
••S8C	½" f x ½" m	14.20
HOSE CONNECTION VACUUM BREAKER		
NF8	¾" f x ¾" m	16.55
••NF8C	¾" f x ¾" m	21.55
••Chrome plate		
ATMOSPHERIC TYPE (Lab. Faucet) BACKFLOW PREVENTER		
NLF9	3/8" f x 3/8" m	17.90
No. NLF9 standardly furnished in chrome.		
ANTI-SIPHON BALL COCK and RELIEF VALVE		
Length		
Gov. 80-10	10"	24.00
Gov. 80-11.5	11½"	24.00
Gov. 80-12.5	12½"	24.00



WATER CONTROL COMPANY

6206 ORSI CIRCLE • CARMICHAEL, CALIFORNIA • 95608 • (916) 966-2236
P.O. BOX 1337 • CARMICHAEL, CALIFORNIA • 95609-1337

FILED
FEB 09 1988
By the
Office of the City Clerk

February 8, 1988

City of Sacramento
Purchasing Division
Sacramento, CA

SUBJECT: Bid No. 1198
(Backflow Preventer Devices)

Dear Sirs,

We would like to introduce ourselves and our company to your office by way of this letter.

We entered business on August 10, 1987. Conducting business from a full service office located in our residence, selling direct to Licensed Contractors and Municipalities. Our supplier is R. C. Hartnett & Assoc. who are Watts Regulator Company, Northern California Factory Representative. We are an accredited supplier of Watts Water Backflow Devices, Water Pressure Reducing Valves (Manual and Actuated), Butterfly Valves, Commercial and Industrial Ball Valves (Manual and Actuated).

We have supplied Backflow Prevention devices to many new projects within the City of Sacramento and other areas since we have been in business. All inventory of valves and parts is at a large well stocked Factory Warehouse in San Leandro, California allowing our customers virtually overnight delivery in most instances.

I have been in the Wholesale Plumbing Industry since 1955, first with Grinnell Co., Emeryville, CA, responsible for all Industrial Plumbing Inventory Control. In 1958 I then became an outside sales representative until 1972 at which time I moved to Sacramento and went to work for Heieck Supply as head of their Commercial and Industrial Plumbing Estimating Department, for the past seven (7) years I have been Heieck Supply's outside Industrial Plumbing and Commercial Plumbing field representative, dealing with supplying plumbing materials, i.e. pipe, valves, Cast Iron roof and floor drains, commercial water heaters, backflow preventer valves and many other various fixtures and fittings on new construction projects only. Too numerous to list them all.

The following is a list of just a few of the most recent projects that I was responsible for estimating, coordinating and supplying materials to as the prime plumbing supplier while employed by Heieck Supply. New Maximum Security

DISTRIBUTOR OF
BACKFLOW PREVENTERS • WATER CONTROL VALVES • PIPE FITTINGS

City of Sacramento
Purchasing Division

Prison - Tehachapi, New Maximum Security Prison - Folsom, New Sutter General Hospital - Sacramento, New Sheraton Hotel - Rancho Cordova and many large office buildings downtown and in out lying areas. U.C. Davis Medical Buildings, Phase I & II - Davis, Downtown Community Convention Center - Sacramento, Red Lion Motor Inn - Sacramento, Sacramento Inn - Sacramento and St. Joseph's Hospital - Stockton are just a few of the older projects I've been the prime plumbing supplier on. Obviously, the list goes on and on and I think I've gotten my point across as to my experience. However I feel the integrity of a supplier is as, if not more, important than the product knowledge he or she possesses. With that in mind I would like to submit a list of a few larger Mechanical Plumbing Contractors, Mechanical Engineers and our prime Supplier who I feel will attest to my integrity and reliability.

R.C. Hartnett & Assoc., San Leandro - Robert Hartnett, Owner	(415)352-9450
Lawson Mechanical Contractors, Sacramento - Rodney Lawson, Owner	381-5000
Airco Mechanical, Inc., Sacramento - James Jones, Owner	381-4523
F.M. Booth, Inc., Marysville - Martin & Larry Booth, owners	1-742-7134
R. A. Walker, Inc., Sacramento - Robert Walker, Owner	925-4500
Park Mechanical, Inc., Sacramento - Dougal "Duke" McAlpine, owner	452-4154
Luppen & Hawley, Inc., Sacramento - Kenneth O'Connor, Owner	456-7831
Capitol Engineering, M.E., Sacramento, Robert Alessi, owner	386-8888
Turley & Assoc., M.E., Sacramento - John Turley, Owner	488-3081
Edw. Rios & Assoc., M.E., Sacramento - Edward Rios, Owner	372-6111
Peter's Engineering, M.E., Sacramento - Leroy Peters, Owner	447-2841
" " " " - Harold Yackey, Assoc.	" "
" " " " - Daniel Bince, Assoc.	" "

We are registered with The Office of Small and Minority Business, Vendor No. 566840 (Jeannie Ward, Verification Officer) and with the City of Sacramento Housing and Redevelopment Agency, our number is WBE/200 as my wife has controlling (51%) interest (Adelle Sanders - Coordinator). We have also done business with the County of Sacramento Water Quality Division, Department of Public Works (Gary Brown - Senior Mechanical Supervisor) phone 855-8284.

My wife, Judith, was with Golden 1 Credit Union, Sacramento Main Office in the accounting department for seven (7) years prior to our starting our specialty valve business.

With this information provided it is our hope that we will be considered a new vendor to the City of Sacramento.

Respectfully yours,

Water Control Company

Paul W. Mello

Paul W. Mello

Judith L. Mello

Judith L. Mello

FILED

FEB 09 1988

By the
Office of the City Clerk

PM/jm

Enc.

QUOTATION



WATER CONTROL COMPANY

6206 ORSI CIRCLE • CARMICHAEL, CALIFORNIA • 95608 • (916) 966-2236
P.O. BOX 1337 • CARMICHAEL, CALIFORNIA • 95609-1337

QUOTE NO. 139

DATE February 8, 1988

TO City of Sacramento - Purchasing Division

PROJECT Bid. No. 1198

ADDRESS City Hall, Room 300, City Clerks Office

(17) Backflow Preventer Devices

Sacramento, California

BID DATE February 9, 1988(10:30 A.

TERMS AND CONDITIONS: See Page Three (3) of the Quotation

QUANTITY	DESCRIPTION	LIST	DISCOUNT	NET	PER	TOTAL
1	<u>Item No. 1 (Febco 805Y-BV, Specified)</u> Watts Model 709-QT, 1" Bronze Double Check Valve Backflow Preventer w/Resilient Seated Ball Valve Shut-offs and Bronze Ball Valve Test Cocks			73.50	EA	73.50
1	<u>Item No. 2 (Febco 805Y-RW, Specified)</u> Watts Model 709NRS-RW, 4" Flanged Epoxy Coated Cast Iron Double check valve Backflow Preventer w/resilient wedge non-rising stem gate valves and Bronze Ball Valve Test Cocks			976.10	EA	976.10
1	<u>Item No. 3 (Febco 805Y-RW, Specified)</u> Watts Model 709NRS-RW, 6" Flanged Epoxy Coated Cast Iron Double check valve Backflow Preventer w/resilient wedge non-rising stem gate valves and Bronze Ball Valve Test Cocks			1,620.24	EA	1,620.24

FILED
FEB 09 1988
By the
Office of the City Clerk

QUOTATION CONTINUATION SHEET

Page 2 of 3

QUANTITY	DESCRIPTION	LIST	DISCOUNT	NET	PER	TOTAL
	<u>Item No. 4, (Febco 825Y-BV,Specified)</u>					
3	Watts Model 909-QT, 1" Bronze Reduced Pressure Zone Backflow Preventer w/ resilient seated Ball Valve shut-offs and Bronze Ball Valve Test Cocks, 1" Drain outlet size			137.69	EA	413.07
	<u>Item No. 5, (Febco 825Y-BV,Specified)</u>					
4	Watts Model 909-QT, 2" Bronze Reduced Pressure Zone Backflow Preventer w/resilient Seated Ball Valve Shut-offs and Bronze Ball Valve Test Cocks, 2" Drain outlet size			277.24	EA	1,108.96
	<u>Item No. 6 (Febco 825-RW,Specified)</u>					
1	Watts Model 909NRS-RW , 3" Flanged Epoxy Coated Cast Iron Reduced Pressure Zone Backflow Preventer w/Resilient Wedge non-rising stem gate valves and Bronze Ball Valve Test Cocks - 2" Drain outlet size			976.10	EA	976.10
	<u>Item No. 7 (Febco 825-RW,Specified)</u>					
2	Watts Model 909NRS-RW , 4" Flanged Epoxy Coated Cast Iron Reduced Pressure Zone Backflow Preventer w/resilient Wedge non-rising stem gate valves and Bronze Ball Valve Test Cocks - 3" Drain outlet size			1,372.56	EA	2,745.12
	<u>Item No.8 (Febco 825-RW,Specified)</u>					
3	Watts Model 909NRS-RW , 6" Flanged Epoxy Coated Cast Iron Reduced Pressure Zone Backflow Preventer w/resilient Wedge non-rising Stem Gate Valves and Bronze Ball Valve Test Cocks - 3" Drain outlet size			2,070.88	EA	6,212.64
	<u>Item No. 9 (Febco 825-RW,Specified)</u>					
1	Watts Model 909NRS-RW , 8" Flanged Epoxy Coated Cast Iron Reduced Pressure Zone Backflow Preventer w/resilient Wedge non-rising Stem Gate Valves and Bronze Ball Valve Test Cocks - 4" Drain outlet size			4,303.32	EA	4,303.32

QUOTATION CONTINUATION SHEET

4

QUANTITY	DESCRIPTION	LIST	DISCOUNT	NET	PER	TOTAL
	<p>TERMS AND CONDITIONS:</p> <p>This Quotation, unless otherwise specified, expires in 90 days. Any Sales Tax applicable thereto will be added to the prices herein quoted. We are not liable for delays due to strikes, accidents or other causes beyond our control.</p> <p>Prices are F.O.B. Destination</p> <p>TERMS: 3% 21 Calendar Days</p> <p>Thank you for allowing us to quote this Bid.</p> <p>Sincerely,</p> <p>WATER CONTROL COMPANY</p> <p><i>Paul Mello</i></p> <p>Paul Mello</p>					

4
MELLO PAUL W G
MELLO JUDITH L
Y



SACRAMENTO COUNTY
GENERAL BUSINESS LICENSE

LICENSE NO.: 240298

SUBJECT TO REVOCATION BY THE BOARD OF SUPERVISORS

CAROL J. STICK, TREASURER - TAX COLLECTOR
SACRAMENTO COUNTY ADMINISTRATION BLDG.
700 H STREET, ROOM 1710
SACRAMENTO, CALIFORNIA 95814
PHONE 440-6644

OWNER: PAUL W MELLO G & JUDITH L MELLO
DBA: WATER CONTROL COMPANY
ADDRESS: P O BOX 1337
CITY: CARMICHAEL
STATE: CA 95609

LOCATION: 6206 ORSI CR
CARMICHAEL CA 95608

TYPE OF
BUSINESS: BACKFLOW PREVENTER VALVE SALES/COMM ONLY

CONDITIONS: OFFICE ONLY. NO WALK-IN SALES AT THE HOME.
COMPLY WITH ALL HOME OCCUPATION STANDARDS.

LICENSE FEE: 85.00

EFFECTIVE DATE: 07/01/87

EXPIRATION DATE: 07/01/92

BY:

A Valle
07/22/87

S&DP 0160 (3/86)

POST IN A CONSPICUOUS PLACE - LICENSEE COPY

FILED

FEB 09 1988

By the
Office of the City Clerk



THIS PERMIT DOES
NOT AUTHORIZE THE
HOLDER TO ENGAGE
IN ANY BUSINESS
CONTRARY TO LAWS
REGULATING THAT
BUSINESS OR TO
POSSESS OR
OPERATE ANY IL-
LEGAL DEVICE.

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

8/87 SR KH 28-821245
WATER CONTROL COMPANY
Paul W.G. Mello
Judith L. Mello
6206 Orsi Circle
Carmichael CA

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

STATE BOARD OF EQUALIZATION

THIS PERMIT IS VALID UNTIL REVOKED OR
CANCELLED BUT IS NOT TRANSFERABLE
Not valid at any other address

BT-442-R Rev. 9 (1-83)



DISPLAY CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH ISSUED

86 42257



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



4

November 13, 1987



Judith Mello
Water Control Company
P.O. Box 1337
Carmichael, CA 95609-1337

RE: Minority and Women's Business Enterprise Certification

Dear Ms. Mello:

This letter is written to inform you that you have been certified as a Women's Business Enterprise (WBE) by the Sacramento Housing and Redevelopment Agency (SHRA). Your Certification Number is WBE/200. Your certification expires November 12, 1989, at which time you can renew the certification. If circumstances change within your company prior to the certification expiration date, please notify us in writing.

If you have any questions or concerns, feel free to call me at (916) 440-1322.

Sincerely,

ADELLE SANDERS
MBE/WBE Coordinator

AS:eg

0005K

received
NOV - 5 1987

STATE OF CALIFORNIA
Department of General Services
Office of Small and Minority Business
1808-14th Street, Suite 100
Sacramento, CA 95814
(916) 322-5060

STATE AND CONSUMER SERVICES AGENCY.

November 2, 1987

Water Control Company
P. O. Box 1337
Carmichael, CA 95603-1337

Dear Business Person:

Thank you for providing the Office of Small and Minority Business with information concerning your firm's eligibility to the State's 5% small business preference for procurements. Based on the information provided, it has been determined that your firm is a qualified small business through its current fiscal year, beginning 8/13/87 and ending 12/31/88. THIS PREQUALIFICATION IS NOT RELEVANT TO SERVICES OR CONSTRUCTION.

Your firm's eligibility must be re-established at the end of each fiscal year. Our office will send you a renewal form shortly after the expiration date.

Respectfully,

Jeanne Ward

Jeanne Ward
Verification Officer

JW:bw

FILED

FEB 09 1988

By the
Office of the City Clerk

1914

1915

1916



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

4

CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED 2-9-88
EMPLOYEE INITIALS le
MARK ONE BOX FOR EACH ITEM

BID SECURITY	
<input checked="" type="radio"/>	NONE REQUIRED
<input type="radio"/>	PROPERLY SIGNED
BID DEPOSIT TYPE	
<input type="radio"/>	BID BOND
<input type="radio"/>	CALIF. BANK CASHIER'S CHECK
<input type="radio"/>	CERTIFIED CHECK
<input type="radio"/>	CASH
<input type="radio"/>	CALIF. BANK MONEY ORDER
AFTER AWARD OF BID	
<input type="radio"/>	SECURITY RETURNED
<input type="radio"/>	SECURITY ACCEPTED
EMPLOYEE INITIALS _____	
DATE _____	

Official Not Signed

FILED

FEB 09 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

Yours Supply Co.

4

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder Yoon Supply Co Telephone (916) 344-7790

Type of Business: ☐ Corporation, ☒ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 5710 AUBURN AVE #18 SACRAMENTO, CA. 95841
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take in full payment therefor, the prices set forth in the attached schedule.

CHUCK ROYER - OPERATIONS V.P. [Signature]
Typed or Printed Name and Title Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An Individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Lorraine Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. Faithful Performance Bond. The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. Cash Discounts. Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

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FEB 09 1988
By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is _____
(Please Print)

I am employed by _____, hereafter referred to below as "the firm".

I am the _____ of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at _____.

(Signature)

(Title)

FILED

FEB 09 1988

By the
Office of the City Clerk

4

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes ☐ no ☐ ☐ MBE ☐ WBE ☐ DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$ <u>NO BID</u>	\$ _____
		Manufacturer and Model No. _____		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>NO BID</u>	\$ _____
		Manufacturer and Model No. _____		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$ <u>NO BID</u>	\$ _____
		Manufacturer and Model No. _____		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>NO BID</u>	\$ _____
		Manufacturer and Model No. _____		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ <u>NO BID</u>	\$ _____
		Manufacturer and Model No. _____		

FILED

FEB 09 1988

By the
Office of the City Clerk

6 1 each 3 inch reduced pres- \$ No Bid \$ _____
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

7 2 each 4 inch reduced pres- \$ No Bid \$ _____
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

8 3 each 6 inch reduced pres- \$ No Bid \$ _____
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

9 1 each 8 inch reduced pres- \$ No Bid \$ _____
 sure backflow preventer,
 FEBCO 825-RW

Manufacturer and Model No. _____

Sub-Total \$ _____

6% Sales Tax _____

TOTAL BID PRICE \$ _____

FILED
 FEB 09 1988
 By the
 Office of the City Clerk

Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

<u>Brand</u>	<u>Price Sheet Identification</u>	<u>Discount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

FILED

BID NO. 1198

FEB 09 1988

By the
Office of the City Clerk

Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: _____% for payment within _____ calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED

FEB 09 1988

By the
Office of the City Clerk

FILED
FEB 09 1988
By the
Office of the City Clerk

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

4

DATE BID OPENED 2-16-88
EMPLOYEE INITIALS RL
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
☒ NONE REQUIRED
() PROPERLY SIGNED

BID DEPOSIT TYPE
() BID BOND
() CALIF. BANK CASHIER'S CHECK
() CERTIFIED CHECK
() CASH
() CALIF. BANK MONEY ORDER

AFTER AWARD OF BID
() SECURITY RETURNED
() SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 16 1988

By the
Office of the City Clerk

RECEIVED
JAN 28 1988
SJ-POS DEPT.

NAME OF VENDOR SUBMITTING THIS BID VAN WATERS & ROGERS

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder VAN WATERS & ROGERS Telephone (408) 435-8700

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 2256 Junction Ave./San Jose, CA 95131
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

JOHN BOLANOS, DEPT MANAGER
Typed or Printed Name and Title


Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ~~XXX~~ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
Corraine Magana drawn on a California bank

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to 10:30 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED
FEB 16 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is JOHN BOLANOS.
(Please Print)

I am employed by VAN WATERS & ROGERS, hereafter
referred to below as "the firm".

I am the PCS DEPT MANAGER of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan
or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa
or Namibia, or
any business firm for the express purpose of doing business
with, conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.


The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on FEBRUARY 2, 1988, at SAN JOSE, CA.


(Signature)

FILED PCS DEPT MANAGER
(Title)

FEB 16 1988

By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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FEB 16 1988

By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [X] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

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FEB 16 1988

Revised 10/30/87

ADM3.DBEMBEWBE

By the
Office of the City Clerk

FILED

FEB 16 1988

BID NO. 1200

By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

4

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ <u>53.16</u>	\$ <u>15,948.00</u>
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>140.71</u>	\$ <u>2, 814.20</u>
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ _____	\$ <u>NO BID</u>

Sub-Total \$ 18,762.20

6% Sales Tax 1,125.73

TOTAL BID PRICE \$ 19,887.93

Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- (X) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

FILED

FEB 16 1988

By the
Office of the City ClerkPayment Discount

Payment Discount: 0 % for payment within 30 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 7 days after receipt of order (ARO).

Option To Extend Contract

The successful bidder WILL [☒] WILL NOT [☐] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

FILED
FEB 16 1988
By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: VAN WATERS & ROGERS

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

FILED
FEB 16 1988
By the
Office of the City Clerk

GENERAL PROVISIONS

4

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

JAN 28 1988

JAN 28 1988

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED 2-16-88
EMPLOYEE INITIALS CL
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY

- ☒ NONE REQUIRED
☐ PROPERLY SIGNED

BID DEPOSIT TYPE

- ☐ BID BOND
☐ CALIF. BANK CASHIER'S CHECK
☐ CERTIFIED CHECK
☐ CASH
☐ CALIF. BANK MONEY ORDER

AFTER AWARD OF BID

- ☐ SECURITY RETURNED
☐ SECURITY ACCEPTED

EMPLOYEE INITIALS _____

DATE _____

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID TARGET SPECIALTY PRODUCTS

99
#2
1331

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder TARGET SPECIALTY PRODUCTS Telephone 800/662-0719
408/293-6032
Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 1280 N. 16th St. SAN JOSE CA 95112
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

TARGET SPECIALTY PRODUCTS, by DENNIS CANDITO, SALES REPRESENTATIVE
Typed or Printed Name and Title Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An Individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary." (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Lorraine Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 16 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is DENNIS CANDITO.
(Please Print)

I am employed by TARGET SPECIALTY PRODUCTS, hereafter referred to below as "the firm".

I am the AREA SALES REPRESENTATIVE of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Feb 9, 1988, at SACRAMENTO, CA.
Dennis Candito Sales Representative
(Signature) (Title)

FILED

FEB 16 1988

By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

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Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

FILED
FEB 16 1988
By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [☒] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

FILED

FEB 16 1988

By the
Office of the City Clerk

Revised 10/30/87

ADM3.DBEMBEWBE

FILED

FEB 16 1988

BID NO. 1200

By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

Item No.	Quantity	Description	Unit Price	Extension
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ <u>53.45</u>	\$ <u>16,035.00</u>
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>57.50</u>	\$ <u>2,875.00</u>
* 3	50 gal.	Herbicide, Monsanto "Rodeo", (2 1/2) gallon jugs, 2 jugs per case	\$ <u>94.50</u>	\$ <u>4,725.00</u>

Sub-Total \$ 23,635.00

6% Sales Tax 1,418.10

TOTAL BID PRICE \$ 25,053.10

* ITEM #3: RODEO HERBICIDE IS NOT SUBJECT TO
DISCOUNT TERMS. PAYMENT TERMS FOR RODEO
ARE NET 10th PROX. RE
Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- (☒) The bidder does not maintain a place of business within the City of Sacramento.

FILED

FEB 16 1988

Payment DiscountBy the
Office of the City Clerk

Payment Discount: TWO % for payment within TEN calendar days / NET 30
* ITEM 3: RODEO HERBICIDE TERMS ARE NET 10th PROX. DISCOUNT DOES NOT APPLY.
Delivery Guarantee

Vendor shall guarantee delivery within 3-5 MAX. days after receipt of order (ARO).

Option To Extend Contract

The successful bidder WILL [✓] WILL NOT [] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

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Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

FILED
FEB 16 1988
By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME:

Target Specialty Products, by Dennis Lindseth, Sales

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

FILED
FEB 16 1988
By the
Office of the City Clerk

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

4
RECEIVED
FEB 2 - 1988

UNITED AGRI PRODUCTS

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-16-88</u>
EMPLOYEE INITIALS <u>Ce Le</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID UAP Special Products

14

RECEIVED

LONDON: 1967. 271pp.

[illegible]

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder UAP Special Products Telephone (209) 487-1506

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 1152 'G' Street, Fresno, California 93706
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Marty E. Ueland, General Manager

Typed or Printed Name and Title

Marty E. Ueland

Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An Individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received:

☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Lorraine Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to 10:30 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 16 1988

By the
Office of the City Clerk

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Marty E. Ueland.
(Please Print)

I am employed by UAP Special Products, hereafter referred to below as "the firm".

I am the General Manager of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/2/87, at Fresno, Ca.

Marty E. Ueland
(Signature)

General Manager
(Title)

FILED

FEB 16 1988

By the
Office of the City Clerk

4

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no ☒ [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

FILED
FEB 16 1988
By the
Office of the City Clerk

FILED

FEB 16 1988

BID NO. 1200

By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

4

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ <u>53.40</u>	\$ <u>16,020.00</u>
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>56.75</u>	\$ <u>2,837.50</u>
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>99.20</u>	\$ <u>4,960.00</u>
Sub-Total				\$ <u>23,817.50</u>
6% Sales Tax				<u>1,429.05</u>
TOTAL BID PRICE				\$ <u>25,246.55</u>

Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- (X) The bidder does not maintain a place of business within the City of Sacramento.

FILED

BID NO. 1200

FEB 16 1988

By the
Office of the City Clerk

Payment Discount

Payment Discount: 0 % for payment within calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 7 days after receipt of order (ARO).

Option To Extend Contract

The successful bidder WILL [] WILL NOT [X] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

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FEB 16 1988

By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: UAP Speical Products

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

FILED
FEB 16 1988
By the
Office of the City Clerk

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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FEB 16 1988
By the
Office of the City Clerk

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-16-88</u>
EMPLOYEE INITIALS <u>le-le</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
() NONE REQUIRED
<input checked="" type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
() BID BOND
() CALIF. BANK CASHIERS CHECK
() CERTIFIED CHECK
() CASH
() CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
() SECURITY RETURNED
() SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID PACOST INC.

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder PACOST INC. Telephone (916) 383-3610

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 8120 37TH AVE. SACRAMENTO CA 95824
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

ERIC LEER, SALES MANAGER

Typed or Printed Name and Title

Signature

Address (if different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Lorraine Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 16 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is NICK MANLAPIG.
(Please Print)

I am employed by PACOAST INC., hereafter
referred to below as "the firm".

I am the SEC./TREASURER of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 4, 1988, at Sacramento, CA.

[Signature]
(Signature) Sec/Treasurer
(Title)

FILED

FEB 16 1988

By the
Office of the City Clerk

4

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ 52.20	\$ 15660.00
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ 55.20	\$ 2750.00
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ 108.00	\$ 5400.00

FILED

FEB 16 1988

By the
Office of the City Clerk

Sub-Total \$ 23820.00

6% Sales Tax 1492.20

TOTAL BID PRICE \$ 25249.20

Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- (X) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

FILED

FEB 16 1988

Payment DiscountBy the
Office of the City Clerk

Payment Discount: --- % for payment within --- calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 10 days after receipt of order (ARO).

Option To Extend Contract

The successful bidder WILL [] WILL NOT [X] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

FILED

FEB 16 1988

By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: PACOST INC.

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-16-88</u>
EMPLOYEE INITIALS <u>B. Le</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID Sierra Pacific Turf Supply

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder Sierra Pacific Turf Supply Telephone 408-559-8893

Type of Business: ☐ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☒ Individual doing business using a firm name.

Business Address: 165-C CRISTICH LN Campbell Ca 95008
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Becky Naumann Office Mgr./owner Becky Naumann
Typed or Printed Name and Title Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Corrairie Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 16 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Becky Naumann.
(Please Print)

I am employed by Sierra Pacific Turf Supply hereafter referred to below as "the firm".

I am the Office mgr./owner of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

- South Africa or Namibia, or
- any business firm organized under the laws of South Africa or Namibia, or
- any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/3/88, at _____.

Becky Naumann
(Signature)

Office mgr./owner
(Title)

FILED

FEB 16 1988

By the
Office of the City Clerk

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

FILED

1988

By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no ☒ [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

FILED
FEB 16 1988
By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

4

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

Item No.	Quantity	Description	Unit Price	Extension
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ <u>59.25g</u>	\$ <u>17,775.00</u>
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>62.50g</u>	\$ <u>3,125.00</u>
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>102.00g</u>	\$ <u>5,100.00</u>

FILED
FEB 16 1988

By the
Office of the City Clerk

Sub-Total \$ 26,000.00

6% Sales Tax 1,560.00

TOTAL BID PRICE \$ 27,560.00

Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- (X) The bidder does not maintain a place of business within the City of Sacramento.

Payment Discount

Payment Discount: Net % for payment within 30 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 5-7 days after receipt of order (ARO)..

Option To Extend Contract

The successful bidder WILL [☒] WILL NOT [☐] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED

FEB 16 1988

By the
Office of the City Clerk

4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

FILED
FEB 16 1988
By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME:

Sierra Pacific Int'l Supply

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL PROVISIONS

4

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID _____

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

ORCHARD SUPPLY COMPANY
OF SACRAMENTO

Name of Bidder _____ Telephone 446-7821

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: P.O. Box 956 Sacramento, Ca. 95812-0956
1731-17th Street Sacramento, Ca. 95814
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Richard A. Moore, Vice President

Typed or Printed Name and Title

Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
Lorraine Magana drawn on a California bank

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

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FEB 16 1988
By the
Office of the City Clerk

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VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Richard A. Moore.

I am employed by (Please Print) Orchard Supply Co. of Sacramento, hereafter referred to below as "the firm".

I am the Vice President of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 28, 1988, at Sacramento, Ca.
(Signature) Vice President
(Title)

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JAN 26 1988

By the
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CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes ☐ no ☒ *FLM* ☐ MBE ☐ WBE ☐ DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

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FEB 16 1988

By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ 59.11	\$ 17,733.00
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ 62.89	\$ 3,144.50
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ 105.00	\$ 5,250.00
				26,127.50
				Sub-Total \$
				6% Sales Tax 1,567.65
				TOTAL BID PRICE \$ 27,695.15

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By the
Office of the City Clerk

Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- (X) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Payment Discount

Payment Discount: NET % for payment within 30 calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 10 days after receipt of order (ARO).

Option To Extend Contract

The successful bidder WILL [X] WILL NOT [] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

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By the
Office of the City Clerk

4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

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By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: ORCHARD SUPPLY COMPANY OF SACRAMENTO

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

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By the
Office of the City Clerk

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

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FEB 16 1988
By the
Office of the City Clerk

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

4

DATE BID OPENED <u>2-16-88</u>
EMPLOYEE INITIALS <u>Lee</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
(<input checked="" type="checkbox"/>) NONE REQUIRED
(<input type="checkbox"/>) PROPERLY SIGNED
BID DEPOSIT TYPE
(<input type="checkbox"/>) BID BOND
(<input type="checkbox"/>) CALIF. BANK CASHIER'S CHECK
(<input type="checkbox"/>) CERTIFIED CHECK
(<input type="checkbox"/>) CASH
(<input type="checkbox"/>) CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
(<input type="checkbox"/>) SECURITY RETURNED
(<input type="checkbox"/>) SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

no bid

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

MARK-GADDI SEED & SUPPLY, INC.

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder Herbicide Control, Inc. Telephone (916) 451-9333

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Ron Gaddi, Pres.
Typed or Printed Name and Title

Ron Gaddi, Pres
Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Lorraine Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

FILED

FEB 16 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~10:00~~ ^{10:30} a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to ~~10:00~~ ^{10:30} a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 16 1988

By the
Office of the City Clerk

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Ron Gaddi.
(Please Print)

I am employed by MARK GADDI SEED & SUPPLY, INC., hereafter referred to below as "the firm".

I am the Pres. of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa or Namibia, or
any business firm for the express purpose of doing business with, conducting business operations in, or trading with any private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia. The firm does not have and does not contemplate having business arrangements or business operations in South Africa or Namibia, as those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy in any manner which would render this declaration no longer entirely accurate, the firm will so notify the Treasurer of the City of Sacramento.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-29-88, at Sacto., CA.

Ron Gaddi
(Signature)

Pres.
(Title)

FILED

FEB 16 1988

By the
Office of the City Clerk

Page

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

FILED

FEB 16 1988

By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

FILED
FEB 16 1988
By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ <u>unable</u>	
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>unable</u>	
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>unable</u>	

FILED

FEB 16 1988

By the
Office of the City Clerk

Sub-Total \$ _____

6% Sales Tax _____

TOTAL BID PRICE \$ unableBrand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

FILED

BID NO. 1200

FEB 16 1988

By the
Office of the City Clerk

Payment Discount

Payment Discount: _____% for payment within _____ calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within _____ days after receipt of order (ARO).

Option To Extend Contract

The successful bidder WILL [] WILL NOT [] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
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- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

4

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

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All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

FILED

FEB 16 1988

By the
Office of the City Clerk

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: Ron Gaddi, Pres. MARK-GADDI SEED & SUPPLY, INC.

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

4

March 3, 1988

Grinnell Corporation
431 Richards Blvd
Sacramento CA 95814

Dear Gentlemen:

On March 1, 1988, the Sacramento City Council accepted your bid in the amount of \$25,000.00 for Bid No. 1198 - Backflow prevention devices.

The City Support Services Administrator will contact you concerning the necessary contract.

Sincerely,

Lorraine Magana
City Clerk

LM/mls/4A

4

March 3, 1988

Stanislaus Farm Supply
624 E. Service Road
Modesto CA 95351

Dear Gentlemen:

On March 1, 1988, the Sacramento City Council accepted your bid in the amount of \$24,861.24 for Bid No. 1200 - Herbicides.

The City Support Services Administrator will contact you concerning the necessary contract.

Sincerely,

Lorraine Magana
City Clerk

LM/mls/4B



CITY OF SACRAMENTO

SUPPORT SERVICES DIVISION
5730 - 24th Street, BLDG. 4
Sacramento, CA 95822
Telephone 449-5551

PURCHASE ORDER NO.
MUST BE SHOWN ON ALL
DELIVERY PAPERS, INVOICES,
AND CORRESPONDENCE

PURCHASE ORDER

PURCHASE ORDER NUMBER

8315335800

INVOICES MUST BE
FORWARDED IN
TRIPLICATE TO:

CITY OF SACRAMENTO
ACCOUNTS PAYABLE
RM. 114, 915 I ST.
SACRAMENTO, CA 95814

THIS PURCHASE ORDER AUTHORIZES DELIVERY OF THE ARTICLES OR
SERVICES LISTED BELOW AND, IF A PROPOSAL OR QUOTATION
NUMBER IS SHOWN, IS SUBJECT TO THE TERMS AND CONDITIONS OF
SAID PROPOSAL OR QUOTATION WITH ANY SUPPORTING DOCUMENTS.
ITEMIZED DELIVERY TAG SHOWING ORDER NUMBER MUST ACCOM-
PANY EACH DELIVERY.

PAGE

OF 01

DATE

03 03 88

TO:

GRINNELL
431 RICHARDS BLVD
SACRAMENTO, CA 95814

SHIP TO:

WATER DIVISION/DISTRIB. SEC.
CITY CORPORATION YARD
5730 - 24TH STREET, BLDG 7
SACRAMENTO, CA 95822

916-441-6901

CONTACT: DON HANCOCK
CONFIRMING OF PHONE ORDER



DELIVERY DATE: 03 07 88

F.O.B. DELIVERED

SPECIAL INSTRUCTIONS: BID NO. 1198

LINE NO.	FUND	AGENCY	ORG	SUB-ORG	ACTIVITY	OBJECT	PAGE JOB	REPT. CAT.	TOTAL	
01	413	500	ZB71		PWKS	4820			15,000.00	
02	413	900	9200		NDEP	4400			10,000.00	
03										
04										
05										
06										
LINE NO.	COMMODITY CODE	DESCRIPTION					QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
001	67099	BACKFLOW PREVENTION DEVICES AS REQ'D PER BID NO. 1198					100	OPEN	250.000	25,000.00

DEVIATION FROM PRICES STATED HEREIN IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER
NOTE: TERMS AND CONDITIONS ON REVERSE APPLY TO THIS ORDER.

PAGE TOTAL

25,000.00

AUTHORIZED PURCHASING AGENT

REFER QUESTIONS TO

SIGNATURE

STEVE ALSTROM

PURCHASE ORDER TOTAL

25,000.00

VENDOR
GR15050000A

3/7/88

CITY CLERK'S OFFICE -

ATTACHED IS A COMPLETED PURCHASE ORDER
CONTRACT THAT WAS AWARDED DURING THE
COUNCIL MEETING HELD 3/1/88, ITEM NO. 4A.

BARBARA
PURCHASING DIV.

RECEIVED
CITY CLERKS OFFICE
CITY OF SACRAMENTO
MAR 8 9 10 AM '88



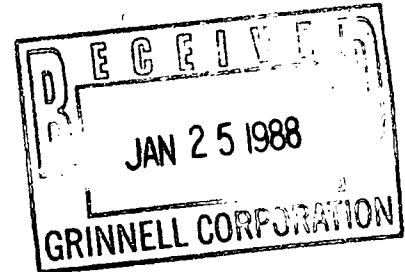
CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

APPROVED
BY THE CITY COUNCIL

MAR 3 1988

OFFICE OF THE
CITY CLERK



CONTRACT SPECIFICATIONS

FOR: BACKFLOW PREVENTION DEVICES

PROPOSAL NO: 1198

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 9, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

DATE BID OPENED <u>2-9-88</u>
EMPLOYEE INITIALS <u>le</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AWARD OF BID
<input type="checkbox"/> BIDDING RETURNED
<input type="checkbox"/> BIDDING ACCEPTED
INITIALS <u>mb</u>
<u>3-9-88</u>

Item 8 extension error s/b 5166.51

New Sub-Total — 15,567.53
6% Tax — 930.452
Bid Total — 16,437.98

FILED
FEB 09 1988
By the
Office of the City Clerk

82-1 C S 144

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

4

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 9, 1988

FOR: BACKFLOW PREVENTION DEVICES

BID NO: 1198

Name of Bidder GRINNELL CORP Telephone 441-6901

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 431 RICHARDS BLVD SACRAMENTO CA 95814
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

DONALD M WRISSERT SALES
Typed or Printed Name and Title

Donald M Wriessert
Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An Individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An Individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ☒ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
drawn on a California bank

Lorraine Magana

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

APPROVED
BY THE CITY COUNCIL

MAR 3 1988

OFFICE OF THE
CITY CLERK

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not [XXX] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at 10:30 a.m., FEBRUARY 9, 1988. (Bids must be submitted prior to 10:00 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED
FEB 09 1988
By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

APPROVED
BY THE CITY COUNCIL

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT MAR 3 1988

The undersigned hereby declares, under penalty of perjury, ~~perjury~~ ^{OFFICE OF THE CITY CLERK}
follows:

My name is Paula Self
(Please Print)

I am employed by Manneil Corp - Sacto., hereafter
referred to below as "the firm".

I am the Admin. Manager of the firm, and as such I am
(Title)
authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan
or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa
or Namibia, or
any business firm for the express purpose of doing business
with, conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on 02-09-88, at Sacramento, Ca.

(Signature)

(Title)

FILED

FEB 09 1988

By the
Office of the City Clerk

Page 3 of 12 Pages

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

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BY THE CITY COUNCIL

MAR 3 1988

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CITY CLERK

FILED

FEB 09 1988

By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

FILED
FEB 09 1988
By the
Office of the City Clerk

APPROVED
BY THE CITY COUNCIL
MAR 3 1988
OFFICE OF THE
CITY CLERK

4

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Backflow Prevention Devices, in accordance with the following provisions and specifications.

The bid items listed below are for evaluation purposes only. Quantities are based upon the best estimates available and are subject to increase or decrease. It is intended that the using department(s) will make releases as required throughout the contract period.

These devices must meet or exceed the requirements of the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research and AWWA 506-78.

PRICING SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	1 each	1 inch double check backflow preventer, FEBCO 805Y-BV	\$	\$ 63.12
		Manufacturer and Model No. <u>HERSEY HDC</u>		
2	1 each	4 inch double check backflow preventer, FEBCO 805Y-RW	\$	\$ 821.63
		Manufacturer and Model No. <u>HERSEY NO. 2 NRS</u>		
3	1 each	6 inch double check backflow preventer, FEBCO 805Y-RW	\$	\$ 1,380.75
		Manufacturer and Model No. <u>HERSEY NO. 2 NRS</u>		
4	3 each	1 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ 123.36	\$ 370.08
		Manufacturer and Model No. <u>FRP-II (HERSEY)</u>		
5	4 each	2 inch reduced pressure backflow preventer, FEBCO 825Y-BV	\$ 238.23	\$ 952.92

APPROVED
BY THE CITY COUNCIL

MAR 3 1988

OFFICE OF THE
CITY CLERK

FILED

FEB 09 1988

By the
Office of the City Clerk

FILED

FEB 09 1988

APPROVED
BY THE CITY COUNCIL

BID NO. 1198

4

MAR 3 1988

By the
Office of the City ClerkOFFICE OF THE
CITY CLERK

6 1 each 3 inch reduced pres- sure backflow preventer, FEBCO 825-RW \$ 797.23

Manufacturer and Model No. HERSEY 6CM NRS

7 2 each 4 inch reduced pres- sure backflow preventer, FEBCO 825-RW \$ 2249.10

Manufacturer and Model No. HERSEY 6CM NRS

8 3 each 6 inch reduced pres- sure backflow preventer, FEBCO 825-RW \$ 3444.34

Manufacturer and Model No. HERSEY 6CM NRS

9 1 each 8 inch reduced pres- sure backflow preventer, FEBCO 825-RW \$ 3706.19

Manufacturer and Model No. HERSEY 6CM NRS

THESE PRICES ARE BASED ON Sub-Total \$ 13,785.36
TOTAL BID PROPOSAL AWARD, 6% Sales Tax 827.12
CANNOT BE PURCHASED SEPERATELY TOTAL BID PRICE \$ 14,612.48

SEE SEPERATE SHEET

Additional Items

The items indicated on this bid sheet constitute a majority of the items currently required by the City. As other items may be required, Bidders shall attach the most current price sheets of manufacturers offered and shall indicate the discount structure allowed. All items listed on the bid shall and all additional items shall reflect the same discount from the given price sheet.

<u>Brand</u>	<u>Price Sheet Identification</u>	<u>Discount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Award

The City of Sacramento reserves the right to award this contract to the lowest responsible bidder whose total aggregate bid is most responsive to the needs of the City. An evaluation of the bidders ability, quality and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

FILED

APPROVED BY THE CITY COUNCIL. 1198 4

FEB 09 1988

MAR 3 1988

By the
Office of the City Clerk

OFFICE OF THE
CITY CLERK

Brand Names

Brand names and numbers specified are used ONLY to indicate the quality of commodity desired. Bidders may offer comparable "EQUAL" products. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the bidder. If bidding on an "EQUAL" please state manufacturer and part number, if applicable, and enclose descriptive literature. Quantities if shown are estimates and subject to increase or decrease as conditions warrant.

Samples

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the bidder shall represent the exact items and/or products bid and proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products bid meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Manufacturer's Name

Manufacturer's name, brand and/or product number must be inserted in the proper space on the bid form.

Payment Discount

Payment Discount: 2 % for payment within Tenth^{PROX} calendar days.

Delivery Guarantee

Vendor shall guarantee delivery within 14 days after receipt of order (ARO).

Business Location

Please check one box below:

- (☒) The bidder maintains a place of business within the City of Sacramento.
- () The bidder does not maintain a place of business within the City of Sacramento.

Contract Period

Any contract(s) resulting from this proposal shall be effective for a period of twelve (12) months from the date of award.

Contract Extension

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Price Adjustment

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

Contract Representative

During performance of the contract, the City will be represented by Russ Haynes, Telephone (916) 449-8268.

F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.

Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this agreement.
- e. Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

FILED
FEB 09 1988
By the
Office of the City Clerk

APPROVED
BY THE CITY COUNCIL
MAR 3 1988
OFFICE OF THE
CITY CLERK

FILED

FEB 09 1988

By the
Office of the City Clerk

BID NO. 1198
APPROVED
BY THE CITY COUNCIL

MAR 3 1988

OFFICE OF THE
CITY CLERK

General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Quantities Unrestricted

The City is not limited to purchase all of its requirements from any contract resulting from this request.

Termination

Contract may be terminated by the City upon thirty days advance notice in writing.

Warranty (Commercial)

The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

FILED

FEB 09 1988

By the
Office of the City Clerk

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

FILED

FEB 09 1988

By the
Office of the City Clerk

Page 12 of 12 Pages

Grinnell Corporation

TELEPHONE ORDER

4

JOB NAME	CUSTOMER'S ORDER NO. & DATE	S/O NO.	ORDER TAKEN BY & DATE	CREDIT APPROVED
SOLD TO _____ _____ _____		APPROVED BY THE CITY COUNCIL		
		MAR 3 1988		
		OFFICE OF THE CITY CLERK		
SHIP TO _____ _____ _____				

SHIP VIA	FREIGHT <input type="checkbox"/> PPD <input type="checkbox"/> PPD-CHG <input type="checkbox"/> COLL.	JOB NO.	ORDERED		
SPECIAL INSTRUCTIONS:			LINE NO.	P.O. NO.	FROM
SHIP--FROM STOCK <input type="checkbox"/> DIRECT <input type="checkbox"/>					

#	QUANTITY	DESCRIPTION--SIZE--FIGURE NO.--ETC.	DISCOUNT	LIST PRICE	COST
1		ITEM			
2	1	1			
3	1	2			
4	1	3			
5	3	4			
6	4	5			
7	1	6			
8	2	7			
9	3	8			
10	1	9			
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

UNIT PRICE
 63.12
 943.43
 1,503.13
 123.36
 238.23
 811.28
 1,185.00
 1,866.35
 3,776.07

EXTENSION
 63.12
 943.43
 1,503.13
 370.08
 952.92
 811.28
 2,372.00
 5,599.05
 3,776.07

SUB → 16,391.08 ←
 + tax

additional charge for 3" - 8"
 devices with OS# 4 type
 valves

FILED
 MAR 9 1988
 by the
 Office of the City Clerk

February 10, 1988

P.E. O'HAIR & CO.
8400 24th Avenue
Sacramento, CA 95828

Gentlemen:

Enclosed please find your bid proposal for Bid #1198, Backflow Prevention Devices.

Your bid was not received in this office prior to the deadline of February 9, 1988 at 10:30 a.m.. Please note the time and date of February 9, 1988 at 1:47 p.m. stamped on your bid envelope which has not been opened.

Sincerely,

LORRAINE MAGANA, CITY CLERK



ANNE MASON
Assistant City Clerk

AM/cc

Enclosure: Your unopened bid envelope.

cc: Support Services

4
Return To:

P.E. O'HAIR & CO.
8400 24th Avenue
P.O. Box 26184
Sacramento, CA 95828

CLERK FORM NO. 3

Sealed Proposal For:

Bid # 1198

Date To Be Received 2-9-88
PRIOR TO 10:30 A.M.

CITY OF SACRAMENTO

FEB 9 1 47 PM '88

SACRAMENTO CITY COUNCIL

c/o CITY CLERK, ROOM 300

CITY HALL, 915 I STREET

SACRAMENTO, CALIFORNIA 95814

UNACCEPTABLE BID

THIS BID SUBMITTED
AFTER THE ESTABLISHED
DEADLINE OF 10:00 A.M.

TIME: 1:47 P.M.

DATE: 2-9-88

EMP. INITIALS BB/mlo

OFFICE OF THE
CITY CLERK

4

March 7, 1988

Sacramento Utilities Supply Company
P.O. Box 214125
Sacramento, CA 95821

Gentlemen:

This is to inform you that you were not the successful bidder for Bid #1198, Backflow Prevention Devices. The said bid having been awarded by the City Council at the regular meeting of March 1, 1988 to Grinnell Corporation.

No bid security was required on the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/4A

4

March 7, 1988

Nolan's Plumbing Supply
4807 Rio Linda Boulevard
Sacramento, CA 95838

Gentlemen:

This is to inform you that you were not the successful bidder for Bid #1198, Backflow Prevention Devices. The said bid having been awarded by the City Council at the regular meeting of March 1, 1988 to Grinnell Corporation.

No bid security was required on the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/4A

March 7, 1988

R & S Supply
P.O. Box 10376
Napa, CA 94581

Gentlemen:

This is to inform you that you were not the successful bidder for Bid #1198, Backflow Prevention Devices. The said bid having been awarded by the City Council at the regular meeting of March 1, 1988 to Grinnell Corporation.

No bid security was required on the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/4A

March 7, 1988

Water Control Company
P.O. Box 1337
Carmichael, CA 95609-1337

Gentlemen:

This is to inform you that you were not the successful bidder for Bid #1198, Backflow Prevention Devices. The said bid having been awarded by the City Council at the regular meeting of March 1, 1988 to Grinnell Corporation.

No bid security was required on the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/4A

March 7, 1988

Buttes Pipe and Supply Company
2400 Manning Street
Sacramento, CA 95815

Gentlemen:

This is to inform you that you were not the successful bidder for Bid #1198, Backflow Prevention Devices. The said bid having been awarded by the City Council at the regular meeting of March 1, 1988 to Grinnell Corporation.

No bid security was required on the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/4A

March 7, 1988

Camellia Valley Supply
8732 Fruitridge Road
Sacramento, CA 95826

Gentlemen:

This is to inform you that you were not the successful bidder for Bid #1198, Backflow Prevention Devices. The said bid having been awarded by the City Council at the regular meeting of March 1, 1988 to Grinnell Corporation.

No bid security was required on the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/4A



CITY OF SACRAMENTO

SUPPORT SERVICES DIVISION
5730 - 24th Street, BLDG. 4
Sacramento, CA 95822
Telephone 449-5551

PURCHASE ORDER NO.
MUST BE SHOWN ON ALL
DELIVERY PAPERS, INVOICES,
AND CORRESPONDENCE

PURCHASE ORDER

PURCHASE ORDER NUMBER

8316527421

INVOICES MUST BE
FORWARDED IN
TRIPLICATE TO:

CITY OF SACRAMENTO
ACCOUNTS PAYABLE
RM. 114, 915 I ST.
SACRAMENTO, CA 95814

THIS PURCHASE ORDER AUTHORIZES DELIVERY OF THE ARTICLES OR
SERVICES LISTED BELOW AND, IF A PROPOSAL OR QUOTATION
NUMBER IS SHOWN, IS SUBJECT TO THE TERMS AND CONDITIONS OF
SAID PROPOSAL OR QUOTATION WITH ANY SUPPORTING DOCUMENTS.
ITEMIZED DELIVERY TAG SHOWING ORDER NUMBER MUST ACCOM-
PANY EACH DELIVERY.

PAGE

OF 01

DATE

03 04 88

TO:

STANISLAUS FARMS SUPPLY

624 EAST SERVICE ROAD
MODESTO, CA 95351

209-538-7070

CONTACT: RON RAMONT

CONFIRMING OF PHONE ORDER



SHIP TO:

FLOOD CONTROL AND SEWER DIV.
5730 - 24TH STREET BLD. 7A
SACRAMENTO, CA. 95822

DELIVERY DATE:

03 07 88

F.O.B.:

DELIVERED

SPECIAL INSTRUCTIONS: BID NO. 1200

LINE NO.	FUND	AGENCY	ORG	SUB-ORG	ACTIVITY	OBJECT	JOB	REPT. CAT.	TOTAL	
01	425	310	3165		PWKS	4401			16,777.68	
02										
03										
04										
05										
06										
LINE NO.	COMMODITY CODE	DESCRIPTION					QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
001	33599	MONSANTO "ROUNDUP" HERBICIDE, 30 GAL CONTAINERS NO. SUB					300	GAL	52.760	15,828.00
002	00099	SALES TAX					10	TAX	94.968	949.68

DEVIATION FROM PRICES STATED HEREIN IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER
NOTE: TERMS AND CONDITIONS ON REVERSE APPLY TO THIS ORDER.

PAGE TOTAL

16,777.68

AUTHORIZED PURCHASING AGENT

REFER QUESTIONS TO:

SIGNATURE

STEVE ALSTROM

PURCHASE ORDER TOTAL

16,777.68

VENDOR
STF5000000A

3/8/88

CITY CLERK'S OFFICE -

ATTACHED IS A COMPLETED PURCHASE ORDER
CONTRACT THAT WAS AWARDED DURING THE
COUNCIL MEETING HELD 3/1/88, ITEM
NO. 4B.

BARBARA
PURCHASING DIV.

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
MAR 9 2 58 PM '88



CITY OF SACRAMENTO

SUPPORT SERVICES DIVISION
5730 - 24th Street, BLDG. 4
Sacramento, CA 95822
Telephone 449-5551

PURCHASE ORDER NO.
MUST BE SHOWN ON ALL
DELIVERY PAPERS, INVOICES,
AND CORRESPONDENCE

PURCHASE ORDER

PURCHASE ORDER NUMBER

8316527419

INVOICES MUST BE
FORWARDED IN
TRIPLICATE TO:

CITY OF SACRAMENTO
ACCOUNTS PAYABLE
RM. 114, 915 I ST.
SACRAMENTO, CA 95814

THIS PURCHASE ORDER AUTHORIZES DELIVERY OF THE ARTICLES OR
SERVICES LISTED BELOW AND, IF A PROPOSAL OR QUOTATION
NUMBER IS SHOWN, IS SUBJECT TO THE TERMS AND CONDITIONS OF
SAID PROPOSAL OR QUOTATION WITH ANY SUPPORTING DOCUMENTS.
ITEMIZED DELIVERY TAG SHOWING ORDER NUMBER MUST ACCOM-
PANY EACH DELIVERY.

PAGE

OF 01

DATE

03 04 88

TO:

STANISLAUS FARMS SUPPLY

624 EAST SERVICE ROAD
MODESTO, CA 95351

209-538-7070

CONTACT: RON RAMONT

CONFIRMING OF PHONE ORDER



SHIP TO:

FLOOD CONTROL AND SEWER DIV.
5730 - 24TH STREET BLD. 7A
SACRAMENTO, CA. 95822

DELIVERY DATE: 03 07 88

F.O.B.: DELIVERED

SPECIAL INSTRUCTIONS: BID NO. 1200

LINE NO.	FUND	AGENCY	ORG	SUB-ORG	ACTIVITY	OBJECT	JOB	REPT. CAT	TOTAL
01 02 03 04 05 06	425	310	3165		PWKS	4401			5,128.28

LINE NO.	COMMODITY CODE	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
001	33599	MONSANTO "RODEO" HERBICIDE, 2-1/2 GAL CONTAINERS NO. SUB	50	GAL	96.760	4,838.00
002	00099	SALES TAX	10	TAX	29.028	290.28

DEVIATION FROM PRICES STATED HEREIN IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER NOTE: TERMS AND CONDITIONS ON REVERSE APPLY TO THIS ORDER.						PAGE TOTAL
AUTHORIZED PURCHASING AGENT						5,128.28
SIGNATURE						PURCHASE ORDER TOTAL
STEVE ALSTROM						5,128.28

VENDOR
STF5000000A



CITY OF SACRAMENTO

SUPPORT SERVICES DIVISION
5730 - 24th Street, BLDG. 4
Sacramento, CA 95822
Telephone 449-5551

PURCHASE ORDER NO.
MUST BE SHOWN ON ALL
DELIVERY PAPERS, INVOICES,
AND CORRESPONDENCE

PURCHASE ORDER

PURCHASE ORDER NUMBER

8920010860

4

INVOICES MUST BE
FORWARDED IN
TRIPPLICATE TO:

CITY OF SACRAMENTO
ACCOUNTS PAYABLE
RM. 114, 915 I ST.
SACRAMENTO, CA 95814

THIS PURCHASE ORDER AUTHORIZES DELIVERY OF THE ARTICLES OR
SERVICES LISTED BELOW AND, IF A PROPOSAL OR QUOTATION
NUMBER IS SHOWN, IS SUBJECT TO THE TERMS AND CONDITIONS OF
SAID PROPOSAL OR QUOTATION WITH ANY SUPPORTING DOCUMENTS.
ITEMIZED DELIVERY TAG SHOWING ORDER NUMBER MUST ACCOM-
PANY EACH DELIVERY.

PAGE

OF 01

DATE

03 04 88

TO:

STANISLAUS FARMS SUPPLY

624 EAST SERVICE ROAD
MODESTO, CA 95351

209-538-7070

CONTACT: RON RAMONT
CONFIRMING OF PHONE ORDER



SHIP TO:

CENTRAL STORES

5730 24TH STREET, BLDG. #4
SACRAMENTO, CALIF. 95822
DELIVERY HRS. 8AM - 3:30 PM

DELIVERY DATE: 03 07 88

F.O.B.: DELIVERED

SPECIAL INSTRUCTIONS: BID NO. 1200

LINE NO.	FUND	AGENCY	ORG	SUB-ORG	ACTIVITY	OBJECT	JOB	REPT. CAT.	TOTAL
01	101	900	9200		NDEP	4400			2,955.28
02									
03									
04									
05									
06									
LINE NO.	COMMODITY CODE	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE			
001	19099	MONSANTO "ROUND-UP" HERBICIDE, 2-1/2 GAL, CONTAINERS, NO SUB	50	GAL	55.760	2,788.00			
002	00099	SALES TAX	10	TAX	16.728	167.28			

DEVIATION FROM PRICES STATED HEREIN IS NOT PERMITTED WITHOUT A SIGNED CORRECTED PURCHASE ORDER
NOTE: TERMS AND CONDITIONS ON REVERSE APPLY TO THIS ORDER.

PAGE TOTAL

2,955.28

AUTHORIZED PURCHASING AGENT

REFER QUESTIONS TO:

PURCHASE ORDER TOTAL

2,955.28

SIGNATURE

STEVE ALSTROM

VENDOR
STF5000000A



CITY OF SACRAMENTO

DEPARTMENT OF GENERAL SERVICES
SUPPORT SERVICES DIVISION

CONTRACT SPECIFICATIONS FOR: HERBICIDES

PROPOSAL NO: 1200

PROPOSALS MUST BE RECEIVED

PRIOR TO: 10:30 A.M., FEBRUARY 16, 1988

AT: CITY CLERK

915 I St. RM. 203

SACRAMENTO, CA. 95814

PRE-BID CONFERENCE: Not Required

APPROVED
BY THE CITY COUNCIL

MAR 3 1988

OFFICE OF THE
CITY CLERK

4

DATE BID OPENED 2-16-88
EMPLOYEE INITIALS le
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
☒ NONE REQUIRED
☐ PROPERLY SIGNED

BID DEPOSIT TYPE
☐ BID BOND
☐ CALIF. BANK CASHIER'S CHECK
☐ CERTIFIED CHECK
☐ CASH
☐ CALIF. BANK MONEY ORDER

AFTER AWARD OF BID
☐ SECURITY RETURNED
☐ SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

FILED

FEB 16 1988

By the
Office of the City Clerk

NAME OF VENDOR SUBMITTING THIS BID

Stanislaus Farm Supply

BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 300, CITY HALL ⁴

PRIOR TO 10:30 A.M., TUESDAY
FEBRUARY 16, 1988

FOR: HERBICIDES

BID NO: 1200

Name of Bidder Stanislaus Farm Supply Telephone 209-538-7070

Type of Business: ☒ Corporation, ☐ Co-partnership, ☐ Individual doing business under his own name,
☐ Individual doing business using a firm name.

Business Address: 624 E. SERVICE RD. Modesto Ca. 95351
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

ANSELMO DETTEMCOURT

Typed or Printed Name and Title

[Signature]

Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required ~~xxx~~ No ☐ Yes Amount _____

Received: ☐ Cashiers or Certified Check ☐ Surety Bond
Corrairie Magana drawn on a California bank

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

APPROVED
BY THE CITY COUNCIL

FILED

MAR 3 1988

FEB 16 1988

OFFICE OF THE
CITY CLERK

By the
Office of the City Clerk

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will [] will not ~~XXX~~ be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of _____.
11. **Cash Discounts.** Cash discounts offered for payment in less than 20 days will not be considered as a basis of award. Cash discounts offered for payment in 20 or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~10:30~~ ^{10:30} a.m., FEBRUARY 16, 1988. (Bids must be submitted prior to ~~10:30~~ ^{10:30} a.m.).
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

FILED

FEB 16 1988

By the
Office of the City Clerk

4

VENDOR NOTE: COMPLETION OF THIS FORM WILL BE REQUIRED PRIOR
TO AWARD

CITY OF SACRAMENTO
SOUTH AFRICA DIVESTMENT AFFIDAVIT

The undersigned hereby declares, under penalty of perjury, as follows:

My name is Amelina BETHENCOURT
(Please Print)

I am employed by Stanislaus Farm Supply, hereafter
referred to below as "the firm".

I am the Gen. Mgr. of the firm, and as such I am
(Title) authorized to make this declaration.

The firm does not have and does not contemplate any outstanding loan
or letter of credit to:

South Africa or Namibia, or
any business firm organized under the laws of South Africa
or Namibia, or
any business firm for the express purpose of doing business
with, conducting business operations in, or trading with any
private or public entity located in South Africa or Namibia.

The firm is not organized under the laws of South Africa or Namibia.
The firm does not have and does not contemplate having business
arrangements or business operations in South Africa or Namibia, as
those terms are defined in City of Sacramento Ordinance No. 86-126.

The firm is not proposing to sell, as part of this bid, products
which have been manufactured or produced in South Africa or Namibia.

If the firm, after the date of this declaration, changes its policy
in any manner which would render this declaration no longer entirely
accurate, the firm will so notify the Treasurer of the City of
Sacramento.

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on 2/16/88, at Modesto, CA.
(Signature) [Signature] Gen. Mgr.
(Title)

FILED

APPROVED
BY THE CITY COUNCIL

FEB 16 1988

MAR 3 1988

By the
Office of the City Clerk

OFFICE OF THE
CITY CLERK

4

CITY OF SACRAMENTO
DISADVANTAGED BUSINESS ENTERPRISE (DBE),
MINORITY BUSINESS ENTERPRISE (MBE), AND
WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

PROGRAM STATEMENT

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's (for federally funded projects), MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority, and Women-Owned Business Enterprises.

Therefore, consultants who are awarded city contracts agree to ensure DBE, MBE, and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure that DBE, MBE, and WBE firms have the maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors and their subcontractors who feel they may qualify as a Minority or Woman-Owned Business Enterprise are encouraged to complete an application for certification and bidder's list application which are available at:

Office of Economic Development
1231 I Street - Room 300
Sacramento, CA 95814
(916) 449-1223

3. For certification as a Disadvantaged Business Enterprise contact:

Department of Transportation
Office of Civil Rights
120 N Street - Room 3400
Sacramento, CA 95814
(916) 323-6638

FILED

FEB 16 1988

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MAR 3 1988

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CITY CLERK

By the
Office of the City Clerk

4. Please indicate whether or not the bidder is a "Certified" Disadvantaged, Minority and/or Woman-Owned Business enterprise.

A. yes [] no [X] [] MBE [] WBE [] DBE

Certification No. _____

Certified By: _____

Expiration Date: _____

B. If no, will certified Disadvantaged, Minority and/or Woman-Owned subcontractors be used to perform any or all of the contract? If so, please state name of firm, service or commodity to be provided and the % of contract responsibility.

<u>NAME OF FIRM</u>	<u>SERVICE OR COMMODITY</u>	<u>% OF RESPONSIBILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Describe any program bidder has or steps bidder has taken to ensure that DBE, MBE, and WBE firms will have the maximum opportunity to compete for and perform subcontracts:

Revised 10/30/87

ADM3.DBEMBEWBE

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BID NO. 1200

4

By the
Office of the City Clerk

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Herbicides, in accordance with the following provisions and specifications.

PRICING SCHEDULE

Item No.	Quantity	Description	Unit Price	Extension
1	300 gal.	Herbicide, Monsanto "Round-up", 30 gallons per drum	\$ <u>52⁷⁶</u>	\$ <u>15,828⁴</u>
2	50 gal.	Herbicide, Monsanto "Round-up", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>55⁷⁶</u>	\$ <u>2,788⁴</u>
3	50 gal.	Herbicide, Monsanto "Rodeo", 2 1/2 gallon jugs, 2 jugs per case	\$ <u>96⁷⁶</u>	\$ <u>4,838⁴</u>

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Sub-Total \$ 23,454⁴

6% Sales Tax 1,407.24

TOTAL BID PRICE \$ 24,861.24

Brand Names

Please quote on brand specified. Alternate bids are not invited.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Quantities (Estimated)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Business Location

Please check one box below:

- () The bidder maintains a place of business within the City of Sacramento.
- (X) The bidder does not maintain a place of business within the City of Sacramento.

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Payment DiscountBy the
Office of the City ClerkPayment Discount: not % for payment within 30 calendar days.Delivery GuaranteeVendor shall guarantee delivery within 7 days after receipt of order (ARO).Option To Extend ContractThe successful bidder WILL [☒] WILL NOT [☐] extend his prices, terms and conditions for one hundred twenty (120) days from date of award.F.O.B.

All items are to be supplied F.O.B., City of Sacramento, California.

Funding (Availability)

Certification of Funds and Budget and Fiscal Provision and Termination in the Event of Non-Appropriation

- a. This agreement is subject to the budget and fiscal provisions of the Charter of the City of Sacramento.
- b. Charges will accrue only after written authorization certified by the Director of Finance of the City of Sacramento. Any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- c. This agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the fiscal year. If funds are appropriated for a portion of the fiscal year this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

This section controls against any and all other provisions of this agreement.

Payment under said authorization of orders shall be as provided in Paragraph titled "Payment and Invoicing".

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

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General Provisions

The attached General Provisions, except 3c, are hereby made a part of this request for bids and any resultant contract(s).

Labeling

All cartons shall be labeled externally with the product number contained therein.

Pricing

The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

Pricing (Quantity)

If, for any item on this bid bidder has quantity price breaks, minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

Shelf Life

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, bidder agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

Material Safety Data Sheets

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material. Also at any time the content of an MSDS is revised, the vendor will provide new information relevant to the specific material.

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Bid Inquiries

Questions regarding this bid should be referred to:

Support Services Division
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Steve Alstrom
(916) 449-5343

These inquiries are to be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

BIDDER'S NAME:

Stanislaus Farm Supply

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

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4

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of the Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the city of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that his insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Worker's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have a standard "Certificate of Insurance" completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the

GENERAL PROVISIONS - continued

insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No part to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

6. Indemnity and Hold Harmless. Contractor agrees to indemnify City against any and all liability, losses, claims, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

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February 16, 1988

Wilbur-Ellis Company
P.O. Box 1129
Woodland, CA 95695-1129

Gentlemen:

Enclosed please find your bid proposal for Bid #1200, Herbicides.

Your bid was not received in this office prior to the deadline of February 16, 1988 at 10:30 a.m. Please note the time and date of February 16, 1988 at 1:42 p.m. stamped on your bid envelope which has not been opened.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc

Enclosure: Your unopened bid envelope.

Return To:

~~WILBUR ELLIS COMPANY~~

~~P.O. BOX 1129~~

~~WOODLAND, CA 95695-1129~~

CLERK FORM NO. 3

Sealed Proposal For

Bid 1200

UNACCEPTED
THIS BID IS
RETURNED
AFTER THE ESTABLISHED
DEADLINE OF 1:42 P.M.
TUES 2-16-88
EMP. INTENSIVE

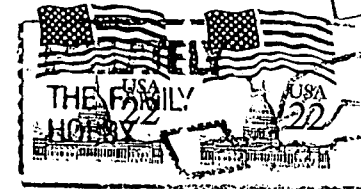
OFFICE OF THE
CITY CLERK

Date To Be Received 2-16-88

PRIOR TO 10:30 A.M.

PM
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

FEB 15 1:42 PM '88



SACRAMENTO CITY COUNCIL

c/o CITY CLERK, ROOM 203 300

CITY HALL, 915 I STREET

SACRAMENTO, CALIFORNIA 95814

