



REQUEST FOR SEALED BIDS

**STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES
FOR THE CITY OF STOCKTON, CALIFORNIA**

PUR 26-012

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 PM PST, Thursday, November 13, 2025,
ELECTRONICALLY AT city.clerk@stocktonca.gov**

INVITATION FOR SEALED BID
**STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR
 REMOVAL ADDITIVES**
 PUR 26-012

IFB INFORMATION	
Contact	Orlathai Chanachai-Chum
Email Address	stocktonbids@stocktonca.gov
MANDATORY/ NON-MANDATORY On-Site Meeting	There will be no on-site meeting.
Due Date for Questions and Clarifications	October 23, 2025; 2:00 PM PST
Due Date for Response to Questions/Clarifications	October 30, 2025
IFB Submittal Electronic Mail or on a USB	city.clerk@stocktonca.gov or Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California
IFB Submittal Due Date & Time	Thursday, November 13, 2025; 2:00 PM PST Proposal shall be electronically delivered to the email address above at or before the hour stated or by mail or in person on a USB to the address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Anticipated Date for Council Approval	January 27, 2026

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **PUR 26-012 STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES** in strict accordance with the specifications.

The City of Stockton is seeking competitive bids from qualified vendors interested in a multi-year contract to provide the City with non-hazardous mineral inhibitor and/or removal additives to treat the formation of struvite at the Regional Wastewater Control facility.

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/mudbid and must be electronically delivered to city.clerk@stocktonca.gov or on a USB drive to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but not later than **2:00 pm (PST) on Thursday, November 13, 2025.**

The City reserves the right to reject any and/or all bids received.

Information on Bid Process/Clarification/Technical Data

Orlathai Chanachai-Chum, Procurement Division
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: September 29, 2025

KATHERINE ROLAND, CMC, CPMC, CITY CLERK
CITY OF STOCKTON

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1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES PUR 26-012 for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 pm (PST), on Thursday, November 13, 2025.**

The bid should be identified in the Subject of "STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES" for the City of Stockton PUR 26-012. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Bidders must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted Sept. 1, 2009, effective Oct. 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF BID

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.

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- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.7 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: ORLATHAI CHANACHAI-CHUM
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
stocktonbids@stocktonca.gov

Such request for clarification shall be delivered to the City by 2:00 pm (PST) on **Thursday, October 23, 2025**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/mudbid by **Thursday, October 30, 2025**, and will become a part of the bid addendum. The bidder should await responses to inquiries prior to submitting a bid.

1.8 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;

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- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.9 BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. This work may not be subcontracted.

1.11 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

Bidders must possess special licensing requirements, if applicable, to perform the work specified within these documents.

A City of Stockton Business license will be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.12 INSURANCE REQUIREMENTS

Bidder, at Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the

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insurance requirements listed in attached Exhibit 1 (or Exhibit B of the sample contract).

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Bidder shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Bidder's broker to ensure any additional costs are included in the proposal pricing component.*

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.13 HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

1.14 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

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Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly.

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

1. Order date, time and person placing order
2. Delivery date and time
3. Liquid pounds of chemical delivered
4. Total solids concentration of chemical delivered
5. Dry pounds of chemical delivered
6. Unit price of chemical
7. Total charge for chemical delivery
8. Contract Number

Invoices are to be emailed directly to mudfinance@stocktonca.gov

1.16 NOTICE TO OUT-OF-STATE VENDOR

The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.17 TERM

The City plans to establish an initial (2) year contract with one (3) year renewal.

1.18 COMPETITIVE PRICING

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder

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shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.19 FUNDING

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.20 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

1.21 AUDITING OF CHARGES & SERVICES

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.22 BID SECURITY

Every bid offered shall be accompanied by an acceptable financial instrument (bidder's bond, certified or cashier's check) in favor of and payable at sight to the City of Stockton for an amount not less than **\$0.00** or a bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than **\$0.00** and no bid shall be considered unless accompanied by such certified or cashier's check or bidder's bond.

If bidder elects to accompany their bid with a bidder's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said bidder shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the bidder's bond accompanying the bid of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said equipment, materials or services, as hereinbefore provided within thirty (30) days of award, then the cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying bidder has accompanied their bid with a bidder's bond, appropriate legal action to collect the bidder's bond, shall be undertaken.

As information, the City will **NOT** accept company or personal checks for bid security.

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The successful bidder will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of \$0.00 or % and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.24 AWARD

Upon conclusion of the bid process, a contract may be awarded for PUR 26-012 STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties
- Trade-in
- Buy-back agreement
- Salvage value
- Standardization
- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

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The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.26 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.27 CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.28 JOB WALK

A job walk will **not** be held for PUR 26-012 STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES.

1.29 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is

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authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.30 CONTRACTOR'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The bidder is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.31 Protest Policy

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

PROTEST PROCEDURE

- A. All protests must be in writing and stated as a formal protest.
- B. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- C. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised, and

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addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

- D. Protests must be filed with the City's Chief Financial Officer, or designee, not later than five (5) days after the date the City mails and or posts on the City's Bid Flash platform, the Letter of Intent to Award.
- E. Deliveries of the protest by hand, mail, email are acceptable.
- F. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.

PROTEST REVIEW

- A. The Chief Financial Officer or designee shall respond in writing to material issues raised in the protest within thirty (30) days of receipt of the protest letter.
- B. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's decision has been made.
- C. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
- D. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- E. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
- F. If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- G. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

2.0 BACKGROUND/GENERAL NATURE OF SPECIFICATION

The City of Stockton is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California's San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles and 40 miles south of Sacramento. The County is bound by Sacramento County to the north and Stanislaus County to the south. Approximately 310,000 residents live in Stockton.

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The Stockton Municipal Utilities Department (MUD) manages, operates and maintains the Stockton Regional Wastewater Control Facility (RWCF). The RWCF is comprised of several treatment processes, including several anaerobic digesters and a centrifuge biosolids dewatering process which includes pipes, tanks, pumps, valves, and mixers. The chemicals to be purchased must either act as an inhibitor for the production of struvite and/or act as a removal treatment. The solutions proposed shall be non-toxic, non-hazardous, and safe for use with all equipment utilized including, but not limited to, steel, PVC, aluminum, HDPE, pipe and/or tank coatings, valves, pumps, centrifuge, and gaskets. The solution shall not damage the equipment which has mineral buildup.

2.1 SPECIFICATIONS

The struvite inhibitor solution shall effectively prevent the formation of struvite so that it does not buildup in piping or on equipment. The solution must arrive in totes, pre-mixed, in a homogeneous solution and be able to be dosed directly to the sludge lines or anaerobic digesters. The solution shall not contain any solids, shall not be harmful to the waste stream, shall not emit any offensive odors or harmful or irritating vapors at any temperature between 30 degrees F to 110 degrees F, and remain in a homogeneous solution while in storage for up to two years.

The struvite removal solution shall effectively remove struvite at a 1:3 or 1:4 w/w basis when utilized with agitation provided by circulation or soak processes. The solution must arrive in totes, pre-mixed, in a homogeneous solution and be able to be dosed directly to the sludge lines or anaerobic digesters. The solution shall not contain any solids, shall not be harmful to the waste stream, shall not emit any offensive odors or harmful or irritating vapors at any temperature between 30 degrees F to 212 degrees F, and remain in a homogeneous solution while in storage for up to two years.

Bidders could submit a bid for both chemicals or either one.

A. LIMITATIONS ON PRICE ADJUSTMENTS

Annual increase shall not to exceed 3% for each succeeding year. In the event that the supplier increases base price in succeeding years, supplier shall produce evidence that they have experienced a cost increase and by what amount costs have increased. If, during this contract, the contract supplier(s) posted or advertised price of the item or items bid should be below the price bid, the City may receive a reduction in its contract prices to conform to such posted or advertised prices.

Manufacturers' price increases or other increases in the cost of doing business must not be passed on to the City unless so specified in the Bid. Nor may the Vendor withdraw or cancel the contract or any part of the contract for these reasons. Vendors may cancel contract only if a Vendor cancellation clause is included as a part of the Bid and then only if the contractual obligation has been fulfilled by the Vendor in accordance with the terms stated in the Bid. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City. There must not be a price increase within the first year of the contract.

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Price quoted shall include all delivery and unloading charges. Delivery of services under this contract shall be made to:

WASTEWATER TREATMENT PLANT
2500 NAVY DRIVE
STOCKTON, CA

All deliveries may not be limited to this site (Wastewater Treatment Plant). It will be the responsibility of the bidder to provide adequate assistance and/or equipment necessary to load and unload their products at the delivery site. No fee or additional charge will be accepted for split loads or multiple deliveries. Deliveries of chemicals shall be made within one week (five business days) of notification (excluding weekends and holidays) of the time of order. However, in cases of critical need, shorter delivery times, including possible weekend and holiday deliveries, may be required. Delivery is to be between the hours of 7:00 a.m. and 4:00 p.m. (PST) Monday through Friday. The vendor with the particular plant destination shall pre-arrange any variance from these days and hours.

C. SPECIFICATIONS

A copy of the most recent SDS is required to be submitted with the bid and if awarded, be submitted with each delivery, and within 15 days of any update.

Each tote shall be labeled with the following information on both the front and back:

- The chemical name and common or trade name.
- A hazard warning, by symbols and words, if applicable.
- The name, address, and telephone number of the manufacturer.
- Labels shall be placed midway on the side of the tote and shall be plastic coated or sprayed with a clear sealant to render the label waterproof.

D. DAMAGES

Until material has been furnished in accordance with these specifications, all loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered, or from any action of the elements, or from any act or omission not authorized by these specifications on the part of the supplier or any agent or person employed by them, shall be sustained by the supplier.

2.2 CITY RESPONSIBILITIES

Not applicable.

3.0 BIDDER'S CHECKLIST

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE ONLY. IT IS NOT REQUIRED TO BE SUBMITTED WITH BID.

Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES 15 to 19, along with any illustrations/brochures):

	1. Bid Documents Cover Page*
	2. Cost Table for Products and Services (Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid) *
	3. Bidders Agreement*
	4. Non-Collusion Affidavit - Sign and notarize by jurat certificate the "Non- Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
	5. Sub-Contractor List*
	6. Include your \$0.00 bidder's security, bidder's bond, certified or cashier's check. * NOTE: As information, the City will NOT accept company or personal checks for bid security.
	7. Any Addendum Acknowledgements. Print and sign all Addendums on the City's website at www.stocktonca.gov/mudbid listed under the PUR 26-012 and submit with Bid response. *

Email bid to City Clerk's Office at city.clerk@stocktonca.gov, or deliver bid on a USB drive to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before THURSDAY, NOVEMBER 13, 2025 AT 2:00 PM (PST). Bid shall be marked "Bid" and indicate PUR 26-012 STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES.

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Orlathai Chanachai-Chum, Procurement Specialist (209) 937-8357 e-mail: stocktonbids@stocktonca.gov

*If not completed as required, your bid may be voided.

***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

*THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR BID.

BID DOCUMENTS

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR AND/OR REMOVAL ADDITIVES

PUR 26-012

November 13, 2025; 2:00 PM (PST)

COST TABLE FOR PRODUCTS AND SERVICES

The bidder hereby agrees to furnish the materials listed below in accordance with the specifications and the foregoing Special Instructions for the amount quoted. Quantities stated herein are approximate -- increases or decreases shall depend on City of Stockton requirements and are subject to City fiscal year appropriations.

	Struvite Inhibitor	Struvite Remover
Brand Name Quoted:		
Price per gallon:	\$	\$
Dosage:		
Available Tote Size(s):		
Annual Cost:	\$	\$
Tax:	\$	\$
Total Annual Cost	\$	\$

All prices quoted FOB Destination

PRICE ADJUSTMENTS

Annual increase not to exceed 3% for each succeeding year. In the event that the supplier increases base price in succeeding years, supplier shall produce evidence that they have experienced a cost increase and by what amount costs have increased.

Company Name (Please Print)

Signed By

Date

Name Printed

Phone Number

Address

NOTE: Bidders are to mark their sealed bids to clearly indicate the content as:

**STRUVITE CONTROL – NON-HAZARDOUS MINERAL INHIBITOR
AND/OR REMOVAL ADDITIVES
PUR 26-012
Thursday, November 13, 2025**

IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY STATING REASON.

BIDDER’S AGREEMENT

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
2. They have reviewed and understand all clarifications/questions/answers on the City’s website at www.stocktonca.gov/mudbid
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be “A Jurat” notarization.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned, or not accompanied by **\$0.00** bid deposit or a bidder’s bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be emailed or delivered on a USB drive to:

city.clerk@stocktonca.gov

or

City Hall, City Clerk’s Office (1st floor),
425 North El Dorado Street,
Stockton, CA 95202

On or before **2:00 p.m. (PST) THURSDAY, NOVEMBER 13, 2025**, and publicly opened immediately thereafter in the City Council Chambers.

NON-COLLUSION

EXHIBIT 1

No. 1

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder) _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says:
That

they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing bid; that the other partner, or partners,

are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

Exhibit 1:
Insurance Requirements
(Chemical Struvite Control)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim

administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
425 N El Dorado Street
Stockton, CA 95202

EXHIBIT 2 – SAMPLE CONTRACT

Any major provision changes to the sample contract should be submitted by the Proponent along with the proposal response.