



**REQUEST FOR SEALED BIDS
CHEMICALLY ENHANCED TREATMENT POLYMER
FOR THE CITY OF STOCKTON, CALIFORNIA
PUR 25-006**

IFB INFORMATION	
Contact	ANDRIELYN GLADNEY
Email Address	stocktonbids@stocktonca.gov
MANDATORY On-Site Meeting (Bench Testing)	Week of August 19, 2024 (Scheduled bidders only) 2500 Navy Drive, Stockton, CA 95206
MANDATORY On-Site Meeting (Performance Testing)	Week of September 3, 2024 (Invited bidders only) 2500 Navy Drive, Stockton, CA 95206
Due Date for Questions and Clarifications	September 13, 2024; 2:00 PM PST
Due Date for Response to Questions/Clarifications	September 19; 5:00 PM PST
IFB Submittal Electronic Mail	city.clerk@stocktonca.gov
IFB Submittal Due Date & Time	Thursday, September 26, 2024; 2:00 PM PST Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Anticipated Date for Council Approval	December 03, 2024

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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 25-006 CHEMICALLY ENHANCED TREATMENT POLYMER** 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 polymer for their Chemically Enhanced Primary Treatment (CEPT) station 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 up to but not later than **2:00 pm on Thursday, September 26, 2024.**

Mandatory bench testing will be held during the week of August 19, 2024 at 2500 Navy Dr, Stockton CA 95206. Contact Phil McKinney at (209) 937-8736 to arrange testing at the Regional Wastewater Control Facility in accordance with the specifications by Thursday, August 8, 2024 2:00 p.m. (PST). Bidders will be notified of their test results. **ONLY BIDDERS WHO SUCCESSFULLY COMPLETE THE TEST WILL BE PERMITTED TO BID. SAMPLES ARE TO BE PROVIDED AT NO COST TO THE CITY.** Late arrivals may be admitted at the City's discretion. Failure to attend will result in your bid being rejected. The City reserves the right to reject any and/or all bids received.

Information on Bid Process/Clarification/Technical Data

Andrielyn Gladney, 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: August 1, 2024

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

1.0 GENERAL INFORMATION

The City of Stockton is seeking competitive bids from qualified vendors interested in a multi-year contract to provide the City with polymer for their Chemically Enhanced Primary Treatment (CEPT) station at the RWCF. The station works in conjunction with ferric chloride dosing to improve settling during primary treatment. Influent is also dosed with hydrogen peroxide for control of hydrogen sulfite.

This is a multi-step Invitation to Bid which includes both bench and performance testing of vendor products to determine their ability to meet City's specifications.

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide CHEMICALLY ENHANCED TREATMENT POLYMER PUR 25-006 for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 pm, on Thursday, September 26, 2024.**

The bid should be identified in the Subject of CHEMICALLY ENHANCED TREATMENT POLYMER for the City of Stockton PUR 25-006. 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.
- 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 an e-mail and deliverable to:

CITY OF STOCKTON
ATTN: ANDRIELYN GLADNEY
PROCUREMENT DIVISION
stocktonbids@stocktonca.gov

Such request for clarification shall be delivered to the City by 2:00 pm on **THURSDAY, SEPTEMBER 26, 2024**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at

www.stocktonca.gov/mudbid by 2:00 PST September 13, 2024, and will become a part of the bid addendum. The bidder should await responses to inquires 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;
- 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. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

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 may 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 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.

1.15 METHOD OF PAYMENT

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

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 a **five (5)** year contract.

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 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.

1.23 CONTRACT BONDS

The successful bidder will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **\$0.00 or 0%** 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 25-006 CHEMICALLY ENHANCED TREATMENT POLYMER 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

1.25 CHANGES

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 LIQUIDATED DAMAGES

Liquidated damages in the amount of **\$0.00** dollars per day will be assessed per each working day over the **N/A** allotted for this project.

1.28 **PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.29 **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.**

1.30 **JOB WALK**

Mandatory bench testing will be held during the week of August 19, 2024 at 2500 Navy Dr, Stockton CA 95206. Contact Phil McKinney at (209) 937-8736 to arrange testing at the Regional Wastewater Control Facility in accordance with the specifications by Thursday, August 8, 2024 2:00 p.m. (PST). Bidders will be notified of their test results. **ONLY BIDDERS WHO SUCCESSFULLY COMPLETE THE TEST WILL BE PERMITTED TO BID. SAMPLES ARE TO BE PROVIDED AT NO COST TO THE CITY.** Late arrivals may be admitted at the City's discretion. Failure to attend will result in your bid being rejected. The City reserves the right to reject any and/or all bids received.

1.31 **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

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.

1.32 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.

1.33 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

1. All protests must be in writing and stated as a formal protest.

2. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
3. 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 addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
4. 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.
5. Deliveries of the protest by hand, mail, email are acceptable.
6. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.

PROTEST REVIEW

1. 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.
2. 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.
3. 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.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
5. 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.
6. 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).
7. 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.

The Stockton Municipal Utilities Department (MUD) manages, operates, and maintains the Stockton Regional Wastewater Control Facility (RWCF). The RWCF, located at 2500 Navy Drive, is a tertiary wastewater treatment plant that includes primary and secondary treatment.

2.1 SCOPE OF WORK

The City of Stockton is seeking competitive bids from qualified vendors interested in a multi-year contract to provide the City with polymer for their Chemically Enhanced Primary Treatment (CEPT) station at the RWCF. The station works in conjunction with ferric chloride dosing to improve settling during primary treatment. Influent is also dosed with hydrogen peroxide for control of hydrogen sulfite.

This is a multi-step Invitation to Bid which includes both bench and performance testing of vendor products to determine their ability to meet City's specifications. Interested vendors must submit products for performance testing at the City's Regional Wastewater Control Facility. Only the vendors whose products have been performance tested and meet City's specifications, will be invited to submit bids.

A. DELIVERY

The price quoted shall include all shipping, delivery, and unloading charges.

WASTEWATER TREATMENT PLANT

2500 NAVY DRIVE

STOCKTON, CA

All deliveries may not be limited to these sites.

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 (5 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 3:00 p.m., Monday through Friday. The vendor with the particular plant destination shall pre-arrange any variance from these days and hours.

Polymers shall be clean and free of foreign substances. A certificate of analysis shall be provided for each delivery. The chosen polymer shall have no apparent separation within 30 days of delivery to the City. Separation of polymer in storage containers during the full-scale test may result in the rejection of that polymer.

B. BENCH TESTING

Contact Phil McKinney at (209) 937-8736 to arrange testing at the Regional Wastewater Control Facility in accordance with the specifications by 2:00 p.m., on Thursday, August 8, 2024. Bidders will be notified of their test results. **ONLY BIDDERS WHO SUCCESSFULLY COMPLETE THE TEST WILL BE PERMITTED TO BID. SAMPLES ARE TO BE PROVIDED AT NO COST TO THE CITY.**

C. INSPECTION AND ACCEPTANCE AT DESTINATION

Final inspection and acceptance shall be at destination. Although source inspection by the City is not anticipated, the City reserves the right to conduct such inspection as it deems appropriate.

D. SERVICE AND WARRANTY

Unless otherwise specified, the Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

E. SAMPLES OR SPECIMENS

The supplier shall prepare test specimens of such materials to be furnished as the City may require. Each bidder shall submit, with their bid, a complete set of specifications describing the equipment or material which they propose to furnish. Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with the Supplier's name, manufacturer's brand name and number, contact number, and item reference.

F. CONFORMANCE TO SPECIFICATIONS

All materials must be of the specified quality and equal to the approved sample, if samples have been required. It shall be the duty of the supplier to call attention to apparent errors or omissions in the specifications and request instructions before proceeding. The City may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the supplier as

though contained in the original specifications. All materials furnished must be satisfactory to the City. Material not in accordance with these specifications, in the opinion of the City, shall be made to conform thereto. Unsatisfactory material will be rejected by the City.

G. SUBSTITUTIONS

Unless qualified by the provision "NO SUBSTITUTIONS," any manufacturers' names, trade name, brand names, information, and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The Bidder may offer any brand for which they are the authorized representative, which meets or exceeds the specification for any item(s). If bid is based on equivalent products, indicate on the bid form the manufacturers' name and number. Bidder shall submit with their bid, sketches, descriptive literature, and complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these are subject to rejection.

H. 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.

I. REMOVAL AND REPLACEMENT OF DEFECTIVE MATERIALS

The supplier shall remove and replace, at their expense, any part of the material that has been improperly provided. If they refuse or neglect to replace such defective material, it may be replaced by the City at the expense of the supplier.

J. ADJUSTMENT IN CONTRACT PRICES

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 may not be passed on to the City unless so specified in the Bid. Nor may the supplier withdraw or cancel the contract or any part of the contract for these reasons. Supplier may cancel the contract only if a supplier cancellation clause is included as a part of the bid and then only if the contractual obligation has been fulfilled by the supplier 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 will not be a price increase within the first year of the contract.

K. SUCCESSORS AND ASSIGNS

City of Stockton and supplier each bind themselves, their partners, successors, assigns, and legal representatives to this agreement without the written consent of the others. Supplier shall not assign or transfer any interest in this agreement without prior written consent of the City. Consent to any such transfer shall be at the sole discretion of the City of Stockton.

L. SAFETY DATA SHEETS

Safety data sheets shall be furnished by the successful bidder and shall be included in each delivery. Additionally, the successful bidder shall furnish safety data sheets to the Program Manager III – Wastewater within 14 days of any updates.

M. INVOICES

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

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

N. POLICY STATEMENT

Each bidder is required to state their policy regarding demurrage, if any.

2.2 **SPECIFICATIONS**

Any exceptions to the specifications must be noted. Details concerning the exceptions must be clearly explained. The following is a list of the minimum specifications. Bidder to note compliance or deviation on a separate sheet attached to the bid form.

A. GENERAL

The polymer pre-qualification bench test screening will be conducted as shown

below. Vendors are to contact Phil McKinney at (209) 937-8736 to schedule a test session(s). Bench testing will be held August 19, 2024, through August 22, 2024. There will be a maximum of two (2) test sessions scheduled per day, Monday through Thursday. The morning session will begin at 8:00 AM and end at 12:00 PM. The second session will begin at 1:00 PM and end at 5:00 PM.

No jar test samples will be allowed to be drawn prior to bidders scheduled day of polymer bench test screening. Bidders will be allotted a four-hour block of time to complete all jar work and testing. The polymer bench test will be completed on the primary influent composite sample collected that morning.

Bidders are expected to attend their scheduled session and be completely prepared to begin and end at their scheduled time. Test session(s) may be suspended at City discretion if Bidders are not prepared to start on time or are exceeding their time allowed.

At least one week prior to pre-qualification testing, the Bidder must provide to the City all insurance requirements as outlined in **Exhibit 1: Insurance Requirements**, the Safety Data Sheet, and Product Bulletin for each proposed polymer. The Product Bulletin shall include the total solids and viscosity of the material. A Certificate of Analysis to include percent aluminum as AL₂O₃, percent polymer, pH, and specific gravity shall be provided along with the Technical Product Bulletin.

Polymers supplied shall be clean and free of foreign substances. Bidders must provide a certificate of analysis for each delivery of product. Product must be a homogenous mixture free from any stratification and have a guaranteed shelf life for performance and stability for six (6) months.

Bidders will be expected to provide their own equipment if specialized equipment is needed for administering the polymer during jar, or full-scale testing.

Additional jar testing will be conducted the week of August 26, 2024, to determine the best polymer to remove algae from pond water returned to the headworks.

B. POLYMER BENCH TEST SCREENING

Bidders to supply all necessary equipment to make down polymer solutions and perform jar tests. The City will supply five to ten (5-10) gallons of Primary influent composite samples. Bidders will be allowed to pre-qualify and select one polymer product only for testing full scale.

The City is evaluating the addition of pond water to the headworks in the future and will provide pond water sampling in addition to the bar screen influent composite samples for bench testing purposes.

C. FULL SCALE PERFORMANCE TESTING

Each bidder will be allowed to full-scale trial one (1) pre-qualified product. If bidders have more than one product pre-qualified, they must make the decision as to which product they will submit for the full-scale test. Bidders will be allowed a maximum of eight (8) hours to complete testing. The bidder shall provide polymer identical to the product pre-qualified from the bench test at no cost to the City.

The neat polymer delivered by the bidder must not contain solidified masses of polymer and must be 100 percent in solution when mixed by means of the City's polymer solution batch mixing procedure. Polymer not meeting this specification can cause clogging in the City's polymer feed system and will automatically be rejected by the City. The trial polymer will be batched to a concentration selected by the bidder. The trial polymer will be fed at the CEPT injection point.

The bidder shall provide an optimum polymer dose rate. The City shall monitor the Primary Influent flow for stability and communicate any major variations with the bidder.

Each bidder will be given 1 hour to find their optimal dosage rate that meets the performance requirements given below before testing begins.

Desirable polymer performance is as follows:

- TSS Removal: 65%
- BOD Removal: 45%

Test Procedure:

1. The Vendor shall submit one (1) product for trial. The bidder must deliver enough polymer for eight (8) hours and 30 minutes of continuous testing.
2. Immediately before the test begins, the tank level for the neat test polymer will be recorded.
3. Once the Vendor is ready, the polymer feed to the CEPT will begin. Then the polymer will be adjusted accordingly to produce the best performance, Vendor will make all necessary adjustments. The bidder is allowed a maximum of 1 hour to optimize the dosage before the test begins.
4. Thirty minutes after the trial starts, influent samples will be taken by City Operators.
5. Thereafter, the City will collect the samples every hour (60) minutes for the duration of the eight-hour trial period.
6. Immediately after the test ends, the tank level for the neat test polymer will be recorded.

The bidder must make every effort to ensure that testing stays within their scheduled session. If they are unable to complete the testing within the scheduled session, the City may, at their discretion, either schedule another test session or disallow any further testing of the Vendor's product. Should some unforeseen situation occur that is the responsibility of the City (e.g., City-owned equipment failure, etc.) the City will allow the bidder to reschedule the session.

7. Polymer trial information, and any discrepancies noted by either party, will be recorded and signed by the Vendor and the City representative. The City Laboratory may conduct an analysis on total polymer active substance. Testing will be conducted in accordance with Standard Methods for Examination of Water and Wastewater, 21st Edition, Method 2540G (total, fixed, and volatile solids in solid and semi-solid samples). Vendors shall utilize the data provided to them by the City, to assist them in completing their bid proposal.

The City Laboratory will conduct analysis on all samples collected for the trial and the resulting data will be used to determine the polymer product performance for purposes of the dosage used to award the low bid.

Bidders shall have their polymer containers removed within five (5) days after their trial. Bidders' equipment shall be removed by the end of the day of completion of their trial. Any containers or equipment that is not removed within the time frame specified will be removed by the City and the bidder billed for the expense.

D. POLYMER EVALUATION

Dosing points in the sample set which meet established minimum performance requirements would be considered a qualifying point. The following polymer evaluation formula will be utilized to assist in determining the award of bid. The polymer dosage which results in the lowest overall cost will be used for bid evaluation purposes.

The polymer evaluation formula for CEPT consists of the following:

Polymer Dosing Cost Factor (PDCF):

$$(0.144 \text{ MGD}) * (8.34 \text{ LBS/GAL}) * (X) * (P) =$$

TOTAL ANNUAL POLYMER COST

$$(PDCF) * 365 =$$

Where

X = Polymer Dosage, mg/L

P = Polymer Price per Bid \$/LB

2.3 CITY RESPONSIBILITIES

The City will provide influent for bench testing CEPT polymer and Pond water for bench testing for algae.

3.1 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 22 to 25, 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*
	7. Any Addendum Acknowledgements. Print and sign all Addendums on the City's website at www.stocktonca.gov/mudbid listed under the PUR 25-006 and submit with Bid response. *

Email bid to City Clerk's Office at city.clerk@stocktonca.gov, before THURSDAY, SEPTEMBER 26, 2024 AT 2:00 PM. Bid shall be marked "Bid" and indicate PUR 25-006 CHEMICALLY ENHANCED TREATMENT POLYMER, and THURSDAY SEPTEMBER 26, 2024.

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data ANDRIELYN GLADNEY, Procurement Specialist I (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: _____

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.

Brand Name Quoted: _____

Price per pound (Wet Weight): _____ \$/LB

FOB Destination

Price to include De-scaling Agent, if required

Dosage: _____

Total Annual Cost Bid Amount \$ _____

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.

This contract shall be awarded to one supplier on the basis of the above total bid after the appropriate price adjustment costs have been applied over the term of this contract.

Any questions regarding bench or performance testing should be directed to Phil McKinney, Municipal Utilities Department, at telephone (209) 937-8736.

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:

**CHEMICALLY ENHANCED TREATMENT POLYMER
PUR 25-006
THURSDAY, SEPTEMBER 26, 2024**

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

NON-COLLUSION

AFFIDAVIT FOR INDIVIDUAL BIDDER

No. 1

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 _____

SUBCONTRACTOR LIST
PUR 25-006

NAME	CONTACT	PHONE NUMBER

**INVITATION FOR SEALED BID (IFB)
CHEMICALLY ENHANCED TREATMENT POLYMER
FOR THE CITY OF STOCKTON, CALIFORNIA
PUR 25-006**

ADDENDUM No. 1

DATE: August 30, 2024

To All Potential Bidders:

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's bid is submitted with full knowledge of all modifications and supplemental data specified herein.

ADDENDUM NUMBER:

**1. CHANGES AND CLARIFICATIONS. QUESTIONS AND ANSWERS.
THE CITY'S RESPONSES TO QUESTIONS SUBMITTED ARE IN BLUE**

Solicitation Changes

1. Date changes to Performance Testing, Due Date for Questions and Clarifications, Due Date for Response to Questions and Clarifications, and IFB Submittal Due Date have been updated as follows:

IFB INFORMATION	
Contact	ANDRIELYN GLADNEY
Email Address	stocktonbids@stocktonca.gov
MANDATORY On-Site Meeting (Bench Testing)	Week of August 19, 2024 (Scheduled bidders only) 2500 Navy Drive, Stockton, CA 95206
MANDATORY On-Site Meeting (Performance Testing)	Week of October 7, 2024 (Invited bidders only) 2500 Navy Drive, Stockton, CA 95206
Due Date for Questions and Clarifications	October 18, 2024 ; 2:00 PM PST

Due Date for Response to Questions/Clarifications	October 24, 2024; 5:00 PM PST
IFB Submittal Electronic Mail	city.clerk@stocktonca.gov
IFB Submittal Due Date & Time	Thursday, October 31, 2024; 2:00 PM PST Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Anticipated Date for Council Approval	To Be Determined

Questions & Answers

1. Has there been any historical testing of CEPT previously performed at the city of Stockton? What are the pre-qualified polymer products mentioned in the bid for this application?

[The City's treatment process has been modified since the last use of CEPT polymer and no records remain from prior use.](#)

2. Where are the injection points of the ferric chloride and the polymer and how far apart are they from each other?

[The injection points are less than 50 feet apart. The ferric is after the RWW Pumps but before the grit headcells. The polymer is after the grit headcells.](#)

3. What is the flow that is to be treated for the primary treatment?

[The influent flow being treated is approximately 20 to 60 MGD \(average flow dry weather\).](#)

4. What is the City's anticipated annual volume usage for the CEPT application?

[Unknown at this time.](#)

5. For the protest procedure, it states that the letter must be filed with the chief financial officer no later than 5 days after the letter of intent to award has been posted online. Is this 5 calendar days, or business days?

[Bid protests are to be file within five \(5\) business days.](#)

- 6. Is the city expecting to purchase polymer in tote packaging or bulk for this application?

The purchases will be in tote packaging.

- 7. Under the Job Walk section (1.30) that describes the mandatory pre-bid meeting and jar testing, it is stated that samples must be provided to the city at no cost. What is the volume of these samples that must be submitted? Are these samples, the samples of the neat polymer to be tested in the full-scale for evaluation purposes?

These samples are what will be used during bench testing and the full-scale performance testing.

- 8. What test results will be provided from the mandatory pre-bid meeting and jar testing? Is there a specific bench scale testing procedure that must be followed?
- 9. There are no results provided from the jar testing. The jar testing phase is for the bidder to test different polymers and to select product for the performance testing

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____

Bids Due – Promptly by 2:00 P.M., Thursday, OCTOBER 31, 2024 at city.clerk@stocktonca.gov

-----City of Stockton Use Only below this line-----

Addendum acknowledged and signed? _____ (Procurement Specialist's initials)

**REQUEST FOR PROPOSAL (RFP)
CHEMICALLY ENHANCED TREATMENT POLYMER
FOR THE CITY OF STOCKTON, CALIFORNIA
PUR 25-006**

ADDENDUM No. 2

DATE: October 8, 2024

To All Potential Proponents:

A. This Addendum shall be considered part of the proposal documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original proposal documents, this Addendum shall govern and take precedence. PROPONENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR PROPOSALS.

B. Proponents are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each Proponent's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

ADDENDUM NUMBER:

- I. QUESTIONS AND ANSWERS AND SOLICITATION CHANGES TO IFB.**
- II. SOLICITATION TIMELINE CHANGES. THE CITY'S RESPONSES TO QUESTIONS SUBMITTED ARE IN BLUE.**

Solicitation Changes

1. Date changes to Performance Testing, Due Date for Questions and Clarifications, Due Date for Response to Questions and Clarifications, and IFB Submittal Due Date have been updated as follows:

IFB INFORMATION	
Contact	ANDRIELYN GLADNEY
Email Address	stocktonbids@stocktonca.gov
MANDATORY On-Site Meeting (Bench Testing)	Week of August 19, 2024 (Scheduled bidders only) 2500 Navy Drive, Stockton, CA 95206
MANDATORY On-Site Meeting (Performance Testing)	Week of November 4, 2024 (Invited bidders only) 2500 Navy Drive, Stockton, CA 95206
Due Date for Questions and Clarifications	November 14, 2024 ; 2:00 PM PST
Due Date for Response to Questions/Clarifications	November 21, 2024 ; 5:00 PM PST
IFB Submittal	city.clerk@stocktonca.gov

Electronic Mail	
IFB Submittal Due Date & Time	Thursday, December 5, 2024 ; 2:00 PM PST Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Anticipated Date for Council Approval	To Be Determined

PROPONENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL:

Company Name _____

Contact Person _____

Signature _____

Date _____

Proposals Due – Promptly by 2:00 P.M., Thursday, December 05, 2024 at city.clerk@stocktonca.gov

-----City of Stockton Use Only below this line-----

Addendum acknowledged and signed? _____ (Procurement Specialist's initials)