

# City of Santee

## Finance Department

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**REQUEST FOR BID (RFB)  
FOR  
SKY RANCH PARK IRRIGATION PUMP STATION**

BID NUMBER: RFB #20/21-20050  
DUE: 4:00 P.M. – NOVEMBER 5, 2020  
PUBLIC BID OPENING: YES



OCTOBER 16, 2020  
10601 Magnolia Avenue  
Santee, CA 92071  
(619) 258-4100 ext. 212

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NOTICE INVITING BIDS  
OCTOBER 16, 2020

The City of Santee ("City") invites sealed bids for a **stand-alone irrigation pump station** due in the Office of the City Clerk located at 10601 Magnolia Avenue, Building 3, Santee, CA 92071 by **4:00 P.M. on November 5, 2020.**

Opening of Bids: At the date and time specified above for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives and other interested persons may be present at the opening of bids. **PUBLIC BID OPENING PROCEDURES** information is posted on the City web page 'Requests for Bids & Proposals' at <https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>. Late bids will be returned unopened.

The City of Santee complies with the Americans with Disabilities Act. If you require accommodations for the bid opening (if applicable), please contact the Office of the City Clerk at least forty-eight (48) hours in advance.

Work to Be Done includes furnishing all labor, materials, supplies, tools, equipment, supervision, transportation and other accessories, services, and facilities necessary to complete the order for a stand-alone irrigation pump station as further stated in the Technical Provisions.

Contract Documents may be examined and/or obtained on the City's website at [www.cityofsanteeca.gov](http://www.cityofsanteeca.gov), the Finance Department, 10601 Magnolia Avenue, Building 3, Santee, CA 92071, or mailed upon request. All bid documents related to this solicitation will be posted by the City on the City's website as indicated above. In the event this RFB is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. It is the bidder's responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

Each Bid Must be Submitted to the City Clerk's Office on the Bid Proposal form contained herein. These forms are also available on-line at <https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>. Bids must be prepared in ink or typewritten and signed by the bidder. **Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, bid number, bid due date, and bid title. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to City Clerk - City of Santee, 10601 Magnolia Avenue, Santee, CA 92071. Bids not properly submitted will be rejected!** Electronic bids are not acceptable. Each bid shall remain good for a minimum of sixty (60) days after bid opening.

Bid Responses: All bids must meet or exceed the item(s) specified and be in non-technical language. Exceptions and variations to the specifications must be noted next to the applicable requirement. Exceptions and variations to specifications may be determined by City to be unfavorable or immaterial. If no exceptions are taken to the specifications, the vendor warrants that the merchandise offered is as specified. FAILURE TO MEET OR EXCEED SPECIFICATIONS SHALL RENDER YOUR BID NON-RESPONSIVE. If additional space is required, bidders are advised to attach additional sheets.

Verification: Before submitting a bid, the Vendor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and Irrigation Pump Station Bid form.

Bidders will be responsible for verifying the Product Description in the Technical Provisions Section prior to submitting a bid and will assume full responsibility for having verified the Irrigation Pump Station to be provided. Submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the requirements of this Contract.

Bid Administration: All questions or requests for interpretation relative to this bid must be submitted in writing and received by 4:00 P.M. on October 29, 2020, in the Finance Department at the address below:

City of Santee  
Attn: Jan Sherar, Procurement Specialist  
10601 Magnolia Avenue  
Santee, CA 92071

Voice: (619) 258-4100, ext. 212  
Fax: (619) 562-1046  
JSherar@cityofsanteca.gov

Questions and requests received after that date and time will be reviewed at City's discretion and may not be considered. Bidders are responsible for confirming that questions are received by City.

**INFORMATION FOR BIDDERS**

1. **Preparation:** The City requests bids on the forms attached under Documents to be Executed by Bidder to be submitted on or before the date and time specified in the Notice Inviting Bids. Bids not presented on forms so furnished will be disregarded.

The Bid Proposal form is contained herein, together with the Notice Inviting Bids, Information for Bidders, Agreement, and Contract Specifications. In order to receive consideration, bids submitted shall consist of filling out and removing the Bid Proposal section attached hereto. The Bid Proposal shall set forth, in clearly legible figures and words, the Grand Total Bid Amount (BASE BID) for the product(s) specified herein. All figures shall be submitted in the respective space(s) provided in the Bid Proposal, and shall be signed by the bidder. All blanks in the bid forms must be completed.

The bid must be executed in accordance with these instructions and the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the bid must be the same as the name of the bidder shown on other parts of these forms. (Showing the name as "J.E. Doe" and the signature as "John E. Doe" may be considered as an irregularity.)

2. **Error in Calculation:** All bid amounts shall be represented in figures. In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall be divided by the estimated quantity for the item and the price thus obtained shall be the corrected unit price. The City may in its sole and absolute discretion, use the corrected unit price in determining the bid amount. Final payment shall be determined by the City from measured quantities of work performed based upon the corrected unit price. All prices or sums shall include all applicable sales and other taxes.

3. **Conflict between Words and Figures:** The Grand Total Bid Amount (BASE BID) shall be represented in written words and in figures. Should there be a conflict between the written words and the figures, the written words shall prevail.

4. **Modifications on the Submitted Bid:** Modifications, changes, or additions to the Bid Proposal may be considered an irregularity. Erasures or corrections must be initialed by the person(s) signing the Bid Proposal. Alternate bids will not be considered unless called for.

5. **Agreement:** The form of agreement which the successful bidder, as Vendor, will be required to execute, is included in and form a part of the Contract Documents and must not be detached therefrom.

6. **Disqualification of Bidders:** A bidder shall be considered disqualified for any of the following reasons:

- Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.
- Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.

7. **Relief of Bidder:** If the bidder claims a mistake was made in his or her bid, the bidder shall give the City written notice within five (5) business days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. Relief may be granted in accordance with the Public Contracts Code.

8. **Rejection of Bids.** Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The City reserves the right to reject any

irregular bid and the right to waive technicalities if such waiver is in City's best interest and conforms to local laws and ordinances pertaining to the contract. The City further reserves the right to reject all bids for any or no reason or not to contract for the Work.

9. Signing of Bids: All Bids submitted shall be signed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. Interpretation of Drawings (if applicable), Specifications, and Documents: If any bidder should find discrepancies in or omissions from the drawings (if applicable), specifications, or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a written request to the Finance Department at the address set forth herein for correction or clarification of interpretation of the points in question. The person submitting such a request shall be responsible for its prompt delivery.

In the event that the Finance Department receives such a request and it should be found that certain, essential information is not clearly and fully set forth or if the Finance Department discovers errors, omissions or points requiring clarification in the drawings, specifications or documents, a written addendum will be issued as set forth herein. The City will not be responsible for any instructions, explanations or interpretations of the documents presented to the bidders in any manner other than written addendum.

11. Addenda: Any and all interpretations and supplemental instructions will be in the form of written addenda to the Contract Specifications which, if issued, will be posted on the City's website and E-mailed or faxed to all prospective bidders on the Bidders List. Any addenda issued by the City during the time of bidding, or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and shall be made a part of the Contract. In the event that an addendum setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the City will extend the bidding deadline by at least 72 hours.

12. Bidder's Experience: The number of years' experience Vendor has had selling IRRIGATION PUMP STATIONS must be submitted with the bid. Bidders must have at least three (3) years' experience with retail sales of IRRIGATION PUMP STATIONS for their bids to be considered responsive.

13. Basis of Award: Contract award(s) shall be based on the lowest responsive responsible bid(s) on the **basis of the Grand Total Bid Amount (BASE BID)**. **All terms and conditions contained in the Contract Specifications shall become part of the "Contract Documents"**. No bid may be withdrawn for a period of sixty (60) days after the time set for the opening thereof. The Contract shall be awarded within sixty (60) days after the opening of bids if it is in the best interest of City to do so. The City reserves the right to award multiple bids if it is in the best interest of the City. The City reserves the right, after opening bids, to waive any informality in any bid, to reject any or all bids, to make an award(s) to the lowest responsive responsible bidder(s) as determined by the City and/or reject all other bids as may be in the best interest of the City.

14. Execution of the Contract: The bidder(s) to whom an award is made will be required to execute the Agreement and any other documents and certifications as may be required by the City within ten (10) working days of the receipt by the bidder of the Notice of Award. No contract shall be binding upon the City until the same has been completely executed by the City Manager and City Attorney of the City of Santee. Failure to

execute an Agreement as required herein within the time limit above may be just cause for annulment of the award.

15. Non-Discrimination: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active vendor employee engaged in the Work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

16. Drug-Free Workplace: It is the policy of the City of Santee to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all City of Santee facilities and premises where City of Santee employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Santee employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Santee employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

17. Public Record: All bids submitted in response to the Notice Inviting Bids become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

18. Filing of Bid Protests: Bidders may file a "protest" of a Bid with the City's City Clerk. In order for a bidder's protest to be considered valid, the protest must:

(a) Be filed in writing, signed, and submitted to the City Clerk's Office within five (5) calendar days after the bid opening date. Should the fifth day fall on a weekend, the deadline for filing shall be 5:00 P.M. on the next business day. Electronic or facsimile submittals will be acceptable so long as a copy of the signed document is attached.

(b) Clearly identify the specific irregularity or accusation.

(c) Clearly identify the specific City staff determination or recommendation being protested.

(d) Specify, in detail, the grounds of the protest and the facts supporting the protest.

(e) Include all relevant, supporting documentation with the protest at time of filing.

If the protest is not signed and/or does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City's Purchasing Agent, Finance Director, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Clerk will provide a written decision to the protestor. The protestor may then appeal the decision of Purchasing Agent, Finance Director to the City Council.

### **END OF INFORMATION FOR TO BIDDERS**

**CONTRACT - BID PROPOSAL**

**SKY RANCH PARK IRRIGATION PUMP STATION**

Documents to be submitted

By Bidder

**SIGNATURE SHEET**

Bidder agrees that his or her bid shall remain open and not be withdrawn for a period of sixty (60) days from the date for opening bids. Bidder also agrees that if they are the successful bidder he or she will sign and return the Contract Agreement within ten (10) working days after receipt of Notice of Award along with the any endorsements and other certifications as required under the Contract Documents.

**Failure to complete all information may render your bid non-responsive [\*\*\*Indicate not applicable ("N/A") where appropriate.\*\*\*]**

Name of Bidder / Company: \_\_\_\_\_

Location Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Address (if different): \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ Facsimile No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Receipt of Addenda: None  or # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ is hereby acknowledged. \_\_\_\_\_ Initials**

References attached. \_\_\_\_\_ **Initials**

Public Agency Clause:

Please indicate whether or not this bid will be extended to other agencies.

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ **Initials**

By signing below, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Bid and related forms.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**REQUEST FOR BIDS**  
SKY RANCH PARK IRRIGATION PUMP STATION

**BID FORM**

Submitted herewith is our bid for an IRRIGATION PUMP STATION as specified in the Contract Document. Any deviations from these specifications are duly noted and additional information is attached.

Prices shall include all payroll costs, overhead costs, delivery costs and any other costs associated with securing and maintaining the product specified herein. The Grand Total Bid Amount (BASE BID) set forth below will be used to determine the lowest responsive responsible bid. The Unit Price set forth in the bid shall be used whenever it becomes necessary to add or delete an item or items.

<b>BID SUMMARY</b>		
<b>Item</b>	<b>Stand Alone <u>IRRIGATION PUMP STATION</u></b>	<b>TOTAL BID AMOUNT</b>
<b>1</b>	<u><b>IRRIGATION PUMP STATION</b></u> Brand Name: _____ Model: _____ Copies of diagrams and detailed spec sheets must be submitted at the time of bid.	\$ _____

In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the corrected unit price. The City may in its sole and absolute discretion, use the corrected unit price in determining the bid amount. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

**GRAND TOTAL BID AMOUNT (BASE BID) WRITTEN IN WORDS:** \_\_\_\_\_  
\_\_\_\_\_ **DOLLARS AND** \_\_\_\_\_ **CENTS.**

**BIDDER QUESTIONNAIRE**

The City expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the Work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the City reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports or similarly accredited credit reporting services; inquiries to companies and public entities for which the Vendor has previously performed work; reference checks and examination of all public records.

**Failure to complete all information may render your bid non-responsive [\*\*\*Indicate not applicable (“N/A”) where appropriate.\*\*\*]**

**GENERAL INFORMATION**

Name of Bidder / Company: \_\_\_\_\_

Type of Company:    Individual \_\_\_    Partnership \_\_\_    Corporation \_\_\_    (check one)

Date of organization or incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

Names and titles of all partners or corporate officers of the organization:

\_\_\_\_\_  
\_\_\_\_\_

How many years has Bidder’s company been in business under its present name? \_\_\_\_\_

Under what other or former names has Bidder’s company operated? \_\_\_\_\_

\_\_\_\_\_

List other states in which Bidder’s company is legally qualified to do business: \_\_\_\_\_

\_\_\_\_\_

Number of years performing retail sales of Irrigation Pump Stations as a Vendor: \_\_\_\_\_ (minimum 3 years)

Has Bidder ever failed to complete any work awarded to it?        **Yes \_\_\_ or No \_\_\_**

    If “yes”, note when, where and why: \_\_\_\_\_

\_\_\_\_\_



**AGREEMENT**  
**AND**  
**CONTRACT SPECIFICATIONS**

**SKY RANCH PARK IRRIGATION PUMP STATION**

Documents to be executed

By the

Successful Bidder

**(AFTER award of Contract)**

SKY RANCH PARK IRRIGATION PUMP STATION**AGREEMENT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between CITY OF SANTEE, sometimes hereinafter called "City" and \_\_\_\_\_, sometimes hereinafter called "Vendor."

**WITNESSETH** that the parties do covenant and agree with each other, as follows:

- 1. CONTRACT DOCUMENTS.** The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, Information for Bidders, the Bid Proposal and documents executed therewith, including the Agreement, Addenda (if any), and all official papers and documents relating to the Work to be performed hereunder, the General Provisions, the Technical Provisions and all modifications incorporated in these documents before their execution. These documents shall be deemed and considered as forming a part of this Contract as fully set forth herein and whether or not attached hereto. Any and all obligations of City and Vendor are fully set forth and described herein. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.
- 2. DUTIES OF VENDOR.** Vendor agrees to furnish all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform and complete in a good and worker-like manner and in accordance with the Contract Documents, all parts of the Work as called for and, in a manner, designated in and in strict conformity with the General and Technical Provisions appended hereto.
- 3. MATERIALS AND MERCHANDISE:** The materials and merchandise being purchased from this vendor shall be new and unused and come with standard manufacturer's warranty. Said items shall be delivered F.O.B. Destination complete and ready for immediate use.
- 4. PAYMENT.** City agrees to pay and Vendor agrees to accept as payment in full, payment according to amount not to exceed \$ \_\_\_\_\_ (BASE BID) for one (1) Stand-Alone Irrigation Pump Station, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- 5. DISPUTES.** Should any dispute arise respecting the true value of any product provided, or product omitted, or of any extra product which Vendor may be required to provide, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to provide the products while said dispute is decided by the Director. The decision of the latter shall be final unless otherwise appealed to the Santee City Council. If Vendor disputes City Council's decision, Vendor shall have such remedies as may be provided by law.
- 6. TERM OF CONTRACT.** This Contract shall be in full force and effect until the entire order has been delivered, accepted by the City and paid for in full, unless terminated or extended pursuant to this Contract. Vendor's obligations to indemnify the City and any guarantee provided in accordance with the Contract Documents shall survive termination of this Contract.
- 7. APPROPRIATION / CONTINGENCY OF FUNDS.** This Agreement is subject to and contingent upon budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.
- 8. PUBLIC SAFETY.** During the performance of the Work, Vendor shall take all necessary precautions and place proper guards for the prevention of accidents and shall indemnify and save harmless City and the City Council, its officers and agents, and employees from all damages and costs to which they may be put by reason of injury to person or property resulting from the Vendor's negligence or carelessness in the performance of the Work, or in guarding the same, or from any improper equipment and/or supplies used, or by or on account of any act or omission of the Vendor or Vendor's agents.

**9. COMPLIANCE WITH PROVISIONS OF LAW RELATIVE TO PUBLIC CONTRACTS.** City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the **payment of prevailing wages**, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law.

**IN WITNESS WHEREOF**, this Contract is executed by the City Manager of the City of Santee. Vendor has caused this document to be executed and its corporate name and seal to be hereunto attached by its proper officer's thereunto duly authorized, the day and year first hereinabove written.

**CITY OF SANTEE**

**VENDOR**

By: \_\_\_\_\_  
Marlene Best, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related Documents.

Date: \_\_\_\_\_

**CONTRACT SPECIFICATIONS - GENERAL PROVISIONS****1. INTENT**

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work hereunder; provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a) Permits: Other agency permits as may be required by law.
- b) Change Orders, Addenda, Supplemental Agreements and approved revisions to the plans and specifications.
- c) Contract
  - 1) Agreement
  - 2) Technical Provisions
  - 3) General Provisions
  - 4) Bid Proposal
  - 5) Information for Bidders
  - 6) Notice Inviting Bids

**2. TERMS AND DEFINITIONS**

Whenever in the General Provisions or Technical Provisions the following terms are used, they shall be understood to mean and refer to the following:

CITY. CITY OF SANTEE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.

CITY COUNCIL. CITY COUNCIL of the City of Santee.

DIRECTOR. DIRECTOR OF COMMUNITY SERVICES, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.

VENDOR. VENDOR and/or any person or subvendor employed by the Vendor and working under this contract and agreement.

Other terms appearing in the *General Provisions* or *Technical Provisions* shall have the intent and meaning specified therein.

**3. PICK UP AND DELIVERY**

Delivered items shall be delivered F.O.B. Destination at the address below. Prices shall include all costs for delivery. No additional charge for freight, packing, drayage, postage, express, or for any other purposes will be allowed over and above the prices bid on the Bid Form.

**3.1. Delivery Location**

Santee Operations Center – 9534 Via Zapador, Santee, CA 92071

**3.2. Timely Delivery**

Time is of the essence, and the purchase order is subject to termination for failure to provide orders on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Bidder.

**3.3. Excusable Delays**

Except for the obligation of payment of money, in no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia; fires; floods; epidemics; quarantine restrictions; strikes; or other causes beyond the control of the party claiming excusable delay.

**4. PREFERENCE FOR MATERIALS**

Articles or materials provided under the Contract shall be new or unused unless otherwise specified and shall conform to the requirements of the Contract Documents and be approved by the City before accepted; and, where required to conform to standard specifications, tests of the City, or other authorities incorporated into the Contract Documents by reference, shall conform to the respective most recent editions including amendments in effect on the date of the Notice Inviting Bids.

**5. ACCEPTANCE OF MERCHANDISE**

Whenever in the Contract Specifications any material or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material or article desired and shall be deemed to be followed by the words "or equal," and Vendor may, unless otherwise stated, offer any material or article which shall be substantially equal or better in every respect to that so indicated or specified. If material or article offered by Vendor is not, in the opinion of the Public Services Manager substantially equal or better in every respect to that specified, then Vendor shall furnish material specified. Burden of proof as to equality of any material, process, or article shall rest with Vendor. Vendor shall submit request together with substantiating data for substitution of an "or equal" item within ten (10) business days prior date of contract award. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract. If repair or replacement of defective merchandise is expected to take longer than ten (10) working days, Vendor shall provide, at no cost to the City, temporary equivalent merchandise until such time as permanent merchandise are repaired or replaced.

Acceptance of the merchandise will not occur until after on-site set-up, demonstration and training, if applicable, has occurred and the City has performed a post-delivery inspection. City shall assume no liability for the merchandise until after the Acceptance and payment will not be authorized until such acceptance has occurred.

**6. WARRANTIES**

Vendor agrees that the merchandise and supplies to be furnished will be covered by a minimum one-year manufacturer's warranty and that the rights and remedies so provided are in addition to, and do not limit, any rights afforded by the City. Vendor warrants to City that they have the right to furnish the merchandise and other materials covered hereunder to City free of all liens, claims, encumbrances and other restrictions. Vendor also warrants that the merchandise shall be free from any defects in material and workmanship and shall conform to and operate in accordance with the specifications for such merchandise. Any merchandise deemed defective or substandard by the City will be returned to Vendor and replaced by Vendor in a timely manner at no additional charge to the City for the same.

**7. PAYMENT TERMS**

Payment terms will be within thirty (30) days after receipt of an undisputed and properly submitted payment request by Vendor. If a dispute arises between the Vendor and City, City may withhold an amount from the final payment not to exceed one hundred percent (100%) of the disputed amount. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the City. If it is determined not to be a request suitable for payment, it shall be returned to Contractor as soon as practicable, but not later than seven (7) working days after receipt, accompanied by a document setting forth in writing the reasons why the invoice is not proper.

Contractor's failure to submit invoices on a timely basis may be grounds for termination of this Contract in accordance with Section 17.

City shall make the payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. The number of days available to City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Public Services Manager exceeds the seven (7) day requirement. The City may deduct from any payment all amounts necessary to protect City to the extent authorized by California law. The failure by the City to deduct any of these sums from a payment shall not constitute a waiver of the City's right to such sums. Contractor must execute a conditional waiver and release for payment pursuant to Civil Code Section 3262.

Should the Vendor wish to offer a cash discount for prompt payment, the acceptance date must be taken into consideration. Terms of less than 20 days will be considered net. No advance, progress or partial payments will be made for supplies, merchandise, or services until such supplies, merchandise, or services are received and accepted.

#### **8. RECORDS RETENTION**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Contractor and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under the Contract.

#### **9. ASSIGNMENT OF CONTRACT**

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or Contractor's right, title of interest in or to the same or any part thereof to any other person, company or corporation, including any franchisee of vendor, without previous consent in writing from the City. If the Vendor shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or its obligations, duties, responsibilities, rights, title or interest therein, or any of the monies to become due under the Contract, to any other person, company, or other corporation, including any franchisee of the contractor, the Contract may at the option of the City, be terminated, revoked, and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Contract to the Vendor, and to its assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the Contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder unless authorized as aforesaid by written consent of the City.

#### **10. ORAL MODIFICATIONS INEFFECTIVE**

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Vendor.

#### **11. WAIVER OF DEFAULT**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Vendor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) business days, give notice hereof including all relevant information with respect thereto, to the other party.

## **12. CONTRACT DOCUMENTS REPRESENT ENTIRE AGREEMENT**

The Contract Documents represent the entire understanding of the City and Vendor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

## **13. SEVERABILITY**

The unenforceability, invalidity, or illegality of any provision(s) of this Contract shall not render the other provision(s) unenforceable, invalid or illegal.

## **14. ASSIGNMENT OF ANTI-TRUST CLAIMS**

Vendor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. Such assignment shall be made and become effective at the time City tenders final payment to Vendor, without further acknowledgment by the parties. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

## **15. THIRD-PARTY CLAIMS**

Pursuant to Section 9201 of the Public Contract Code, the City shall provide the Vendor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.

## **16. NOTICES**

Any notices under the Contract Documents shall be in writing and shall be effective upon personal delivery, or upon three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid, and addressed to the respective parties: City of Santee Community Services Director and Vendor.

## **17. TERMINATION**

### **17.1. TERMINATION FOR DEFAULT**

The City may, by written notice of default to the Vendor, terminate any resulting order in whole or part should the Vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting Vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price for new merchandise shall be considered the fair repurchase price. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the

Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**17.2. TERMINATION FOR CONVENIENCE**

This contract, or any portion thereof, may be terminated by City at any time and for any reason or no reason by giving Vendor ten (10) calendar days advance written notice. In the event of termination, the City shall pay the Vendor as full compensation for performance until such termination or pro-rate the price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**17.3. TERMINATION OF CONTRACT BY VENDOR**

Vendor may terminate the Contract upon ten (10) days written notice to the City, whenever the City should fail to pay the Vendor any undisputed billings in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Vendor shall have no claims against the City except for Work performed as of the date of termination.

**18. COMPLIANCE WITH LAW**

Vendor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Vendor fails to comply with applicable laws, ordinances, codes and regulations results in damage or liability to City, Vendor shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

**19. ATTORNEY'S FEES AND COSTS / VENUE**

In the event that any arbitration, action, suit or other proceeding is instituted to enforce any provision of this Contract, and/or to remedy, prevent, or obtain relief from a breach of this Contract, the prevailing party shall be entitled to recover all of its attorney's fees and costs incurred in each and every such arbitration, action, suit or other proceeding, including any and all appeals or petitions therefrom. As used herein, attorney's fees shall be deemed to mean the full actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute or rule of court. Any lawsuit pertaining to any matter arising under, or growing out of, this contract shall be instituted in a state or federal court located in San Diego County, California.

**20. INDEMNIFICATION**

To the fullest extent permitted by law, Vendor shall defend, with counsel of City's choosing, indemnify and hold the City, the City Council, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, consultants and vendors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, the City Council, its officials, officers, agents, employees and representatives. To the extent of its liability, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the City

Council, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Vendor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Vendor shall also indemnify, defend and hold harmless the City, the City Council, its officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of the Vendor to faithfully perform the Work and all the Vendor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party and/or defending any claims or stop notices.

## **21. PUBLIC AGENCY CLAUSE**

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or special district) may want to participate in any award as a result of this bid. Pursuant to Public Contract Code sections 20118 and 20652 and any other applicable provisions of law, school districts, community college districts and any other public agencies may purchase from this Bid under the same terms and conditions of this Bid. The City of Santee shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful bidder. This option shall not be considered in bid evaluation.

NOTE: In the event that the Technical Provisions conflict with the General Provisions, the Technical Provisions shall prevail.

## **22. COMPLIANCE WITH COUNTY HEALTH ORDERS**

To ensure that practices and procedures are consistent with measures to help limit the spread of COVID-19 while carrying out operations, the City continues to closely coordinate with, and monitor information and updates from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CA DPH), the San Diego County Health and Human Services Agency (County) and others related to COVID-19. Per the County of San Diego Public Health orders, facial coverings are required. In addition, businesses must create and post COVID-19 protocols for appropriate guidelines, behavior, and sanitation at each business, and facility. Please refer to the County's webpage for more information:

[https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/community\\_epidemiology/dc/2019-nCoV/health-order.html](https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/community_epidemiology/dc/2019-nCoV/health-order.html) for the latest information and guidance.

**TECHNICAL PROVISIONS****23. QUANTITY**

One pump station is required for this contract.

**24. MINIMUM PUMP STATION REQUIREMENTS**Pump

- Variable Speed Drive (VFD)
- Power requirements: 120/240V, single phase, 60 hertz
- Design Flow: 7 GPM to 60 GPM
- Design Pump Head: 105 Ft
- Site inlet pressure: 80 psi
- Required boost pressure: 45 psi
- Total required pressure 125 psi
- Pressure relief valve set at @ 150 psi.
- 24V AC/DC relay start
- Circuit breaker motor protection
- Liquid filled stainless steel suction and discharge pressure gauges
- Stainless steel pressure transducer
- Contain flow meter
- Butterfly valves with stainless steel components.
- Internal bypass piping to allow for operation of system with pump disconnected.
- Inlet and discharge piping shall contain flanged connections with stainless steel down pipe with threaded end connection, long enough to extend 12-inches below base of enclosure.
- All internal and external piping shall be stainless steel.
- Pump housing and impeller shall be stainless steel.
- NEMA 3R electrical located inside of pump enclosure.
- All fasteners shall be stainless steel.
- Waterproof Labels for inlet/ discharge piping, pump suction, and valve bypass.

Control System

- VFD fault shutdown
- Pressure display and flow display.
- Automatic pressure ramp-up capability
- High- and low-pressure alerts.
- Automatic system diagnostic utility
- Dry run protection
- Individual motor overload/thermal protection
- Single phase and three phase surge protection.
- All control panels and operational panels shall be located inside of enclosure for protection.

Enclosure

- Locking vandal resistant stainless steel or marine grade aluminum enclosure.
- Enclosure must have locking hinge support to allow covert to remain open during maintenance.
- Electrical exhaust fan for enclosure ventilation.

Additional Requirements

- Provide complete set of operation and maintenance manual in hard copy and digital copy.
- Provide start-up support by pump station manufacturers authorized representative for a period of 2 hours to provide necessary operational and maintenance training to City maintenance staff.

**25. PRODUCT**

All merchandise shall be NEW and UNUSED, first quality, with the latest design features. All item furnished to meet these specifications, including accessories, must comply with the requirements of CAL-OSHA worker safety regulations, and any other Federal, State or Local standards which may regulate the design, manufacture or use of this equipment.

**26. BRAND NAME**

Manufacturer names, trade names, brand names, model and/or catalog numbers used in these specifications, other than those specified above as "brand specific", are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive therefore bids will be considered for alternate brands that meet or exceed the quality of the specifications listed for any item. Alternates which do not substantially comply with the City's specifications will not be considered. Conditional bids will not be accepted. **Determination of the acceptability of any product offered shall be the sole discretion of the City of Santee regardless of low bid.** Bidder must be an authorized retailer for all products bid.

**27. ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES**

Vendors are encouraged to offer environmentally preferable products and services whenever possible, including products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials so as to reduce waste, energy usage, water utilization, and toxicity.

**28. SAMPLE PRODUCT**

Prior to awarding the bid, the City reserves the right to request shop drawings, specifications, and technical information in order to determine acceptability.

**29. DEMONSTRATION AND TRAINING**

Vendor shall provide, within ten (10) working days upon notification and at no additional charge, on-site demonstration and on-site training for proper use of the merchandise by the manufacturers authorized representative.