

City of Merced



Request for Bids (RFB)

07222021

Supply and Delivery of Crude Glycerin

Released July 8, 2021

Crude Glycerin Supply

Question Deadline:

July 19, 2021, 1:00 pm, PST

Bid Due Date:

July 22, 2021, 2:00 pm, PST

Bid Submission:

Mailed

City of Merced Purchasing Division
678 W 18th St Merced CA, 95340

Parcel/Hand Delivered

City of Merced Purchasing Division
2525 O St, Merced CA, 95340

City Representative (CR):

Julio Marquez, Purchasing Supervisor

purchasing@cityofmerced.org

(209) 385 6833

Overview, Qualifications, Definitions, Bid Fill-out

I. Overview

- A. SOLICITATION: The City of Merced's **Waste Water Treatment Facility** management team is seeking competitive sealed bids for the supply and delivery of **crude glycerin**.
- B. LATE BIDS: To be considered for this solicitation, all sealed bids must be received by **Thursday, July 22, 2021 at 2:00 p.m. PST**. Any last minute bid packets mailed to the 18th St. location will be collected 15 minutes prior to the bid opening time. Bids received after bid opening date and time will be returned to the sender unopened and will not be considered under any circumstances. Postmarks are not accepted. **Bids submitted electronically or by facsimile will not be accepted.**
- C. BID REJECTION: City reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received. The City reserves the right to reject any and all bids and reserves the right to waive and/or reject a bid for any of the following reasons: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or Irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way.
- D. BID OPENING: all bids received will be publicly opened and read **at the 2525 O St. location** as set forth in the Notice Inviting Bids. Bidders, or their representative, and other Interested persons may be present at the opening and reading of the bids. Following the bid opening, a bid tabulation showing the apparent lowest bid will be posted to the City's website www.cityofmerced.org.
- E. TIE BIDS: In the case of tied or identical bids, City reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in Section I F, Bid Award, then any additional costs described in the Section IV F, "Deviations", such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Deviations" still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Deviations" will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then City Council, in its discretion, may accept the one it chooses, or accept the lowest bid made by and after negotiation with the tie bidders at the time of the bid opening.
- F. BID AWARD: The bidder that meets the specifications and submits the lowest overall bid price will be awarded the bid by City, assuming the bid is determined to be complete and in compliance with the bid requirements. City has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids. City may make multiple awards based on bid prices and corresponding items. The following is a non-inclusive list of criteria that may be used in award of the bid:
- a) Unit cost of the product
 - b) Product specifications

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- c) Warranties or standards of quality
 - d) Capabilities to deliver product throughout the contract term
 - e) Bidder's reputation, competency, and previous customer service record
 - f) Third party hauling company's reputation, competency, and previous customer service record (if applicable)
 - g) Fully executed non-collusion affidavit
- G. TERM: City is seeking to establish a **three-year (3) contract with two (2), one-year optional renewals**.

II. Bidder Qualifications

- A. Bidders must be capable of fulfilling orders by stated delivery times.
- B. QUALIFICATIONS: A qualified bidder is one determined by City to meet standards of business competence, reputation, financial ability, and product quality. A responsive bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the product, and any other requirement of the bid instructions. A responsible bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Bidders that intend to utilize a third-party hauling company for completing some or all of their deliveries must indicate the name and contact information of the third-party hauling company as an attachment to the Bid Form. Before submitting a bid, the bidder must carefully examine and read all parts of the bid contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between City and successful bidder.
- C. AUTHORITY: The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.
- D. REFERENCES: The bidder must submit with the bid a list of a minimum of three references that have purchased similar products and services from the bidder. The bidder must provide the company or agency name, contact name, and telephone number for each reference. Whenever possible, bidders should provide references for customers from the Central Valley of California.
- E. COMPETENCY: Before any contract is awarded, the bidder may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder must have and maintain current any and all necessary licenses or certificates.

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- F. MATERIAL WARRANTY: Before the bid is awarded and, if applicable, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all products to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.
- G. DISQUALIFICATION: More than one bid proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the bid contemplated will cause rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, any and all bids may be rejected. Bidders must execute and submit with their bid the Non-Collusion Affidavit included in this bid document.

INSURANCE: Insurance certificates are required prior to contract award. Failure to provide these in a timely manner may result in a different bid award. In addition, the requesting department requires a statement indicating that the Contractor will be able to provide an insurance certificate naming the City of Merced as an additional insured per specifications found in the terms and conditions of purchase; **and revising the cancellation clause**. The standard form used by insurance carriers **will not** be accepted unless the word "**endeavor**" is crossed out where the paragraph states, "The issuing company will (**endeavor** to) mail ..."; and a portion of the last paragraph shall be crossed out, which states, "**but failure to mail such notice shall impose no obligation or liability of any kind upon the company.**"

III. Definitions

- A. Bid Documents = City documents, forms, exhibits, etc. attached to Bid.
- B. Bidder = the prospective or actual bidder, but not awarded.
- C. City = City of Merced.
- D. Contractor or Vendor= the awarded bidder.
- E. CR = City Representative.
- F. Bid = bid submitted.
- G. RFB = Request for Bids: City-provided electronic documents/postings.

IV. Filling out Bid

- A. SUBMITTAL: All bid submittals must be enclosed in a sealed envelope clearly labeled with the **RFB number and title** as found in the cover page, addressed to the CR, and delivered to any of the two locations noted on page 1 above by no later than stated time and date. **An original (and one copy)** signed bid contract documents, including all required attachments is required. Bids submitted electronically or by facsimile will not be accepted. It is the bidder's responsibility to ensure that any bid that is submitted is received in the proper format, time, and place, and the bidder is responsible for allowing adequate time for delivery of their bid by hand delivery, express delivery, US postal service, or by other means. The deadline for delivering bids is listed in this bid solicitation and the

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bidder is solely responsible for ensuring that their bid is received by City prior to the scheduled bid opening. City will not be responsible for any delays or transmission errors. Bids delivered before the bid opening but to the wrong address will be considered non-responsive unless redelivery is made to the correct address before the scheduled bid opening date and time. Bidders are encouraged to bring a duplicate sealed copy of their bid prior to the bid opening, in the event a problem occurred with the delivery service they utilized. Bids received after the date and time listed above will not be accepted and will be returned to the bidder unopened.

Bids must be submitted only upon the forms provided and listed in Section IV, Bid Contract Documents that includes the following: **Bid Form, Non-Collusion Affidavit** and **Terms and Conditions of Purchase**; collectively, the bid contract documents. All items in the bid contract documents must be properly filled out in non-erasable permanent ink, signed, dated and sealed. The bid contract documents may be rejected if they show any omissions, alterations of form, the addition of information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all of the following components of the bid contract documents:

- A filled out, signed and dated Bid Form
 - A fully executed Non-collusion Affidavit
 - A signed and dated City of Merced Terms and Conditions of Purchase, including references and acknowledgement of receiving any and all addenda, with any deviations duly noted
- B. If your delivery date exceeds the Delivery Date stated in the Bid, enter number of calendar days for delivery in the Bid Form.
- C. **MODIFICATIONS REGARDING ADDENDA:** Any explanation desired by the bidders regarding the meaning or interpretation of this particular bid solicitation including the bid contract documents must be requested in writing, either by facsimile, regular mail, or e-mail at least five (5) business days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the CR. All changes to this particular bid solicitation document including the bid contract documents initiated by the City will be through written addenda and furnished to all bidders via email and posted on the e-bid board portal of the City's website (www.cityofmerced.org). Addendum will be issued no later than 72 hours before bid opening. Any written addendum issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged by each bidder by submitting a signed and dated copy of it with their bid. Failure to acknowledge any and all the addendum(s) may be cause for rejection of the bid.
- D. **BID MODIFICATION:** A bidder may modify their bid in writing provided such communication is received by City prior to the date and time of the bid opening. Modifications of any bid prices must be submitted to City in a clearly marked and sealed envelope prior to the time of the bid opening. Proposed modifications of bid terms and conditions other than the bid prices may be sent to City via facsimile, e-mail, regular mail, or courier prior to the time of the bid opening. Except for hand deliveries, it shall be the responsibility of the respective bidder to determine if their written modification was received in time by City. Any written

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communication not sent in a sealed envelope shall not reveal the bid price and shall state the addition or subtraction or other modification so that the final prices or terms will not be known by City until the sealed bids are opened. City reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

- E. **BID WITHDRAWAL:** Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time) only by a written request that is filed with the City requesting withdrawal of their bid. The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.
- F. **DEVIATIONS:** Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder must be noted in detail and a copy of the proposed specification must be attached to the Bid Form at the time of submission. The absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's name should be clearly shown on each document. The City reserves the right to accept or reject any proposed deviations from the described specifications.
- G. **NOTE:** Failure to provide required documentation and adhere to all the above specifications may cause the bid to be deemed non-responsive.

V. Post Award Submittals (awarded contractors only)

- A. Provide any additional items required by CR or elsewhere in the Specifications.
- City of Merced Business License
 - Evidence of liability insurance with proper coverage amounts and endorsements as stated in the City's terms and conditions of purchase.
 - Signed and dated fully executed agreement

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Exhibit A: Specifications

I. General Specifications

- A. All items must meet or better all applicable Federal, State, and local requirements and all applicable requirements.
- B. If the manufacturer or bidder has any exceptions (variations, deviations, deletions, additions, and the like) from these specifications, they must state exactly what those exceptions are and any impact on form, fit, or function in its bid. City reserves the exclusive right to either accept or reject those exceptions and City’s decision is final. Bidder, in submitting its bid, understands and acknowledges these requirements and conditions.

II. Detailed Specifications

- A. Product to be supplied is crude glycerin
- B. Product must meet or exceed the following specifications:

<u>Parameter</u>	<u>Minimum</u>	<u>Maximum</u>
Glycerin	74% by mass	
Methanol		0.5 % by mass
Moisture		14 % by mass
Ash Content		9 % by mass
Mong		8 % by mass

- A. Estimated quantity required is 4000 gallons per month.
- B. Bidders must submit with their bid contract documents the following:
 - A certificate of analysis of the product to be supplied, as prepared by a reputable outside laboratory or bidder's in-house laboratory If ISO certified.
 - Name and address of the product manufacturer.
 - Product bulletin and typical properties.
 - Safety Data Sheet (SDS).
- C. Estimated quantity required is 4000 gallons per month (48,000 gal/year). Nothing in these estimated annual quantities must be construed as obligating the City to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. The City reserves the right to purchase any volume of the product listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased.
- D. All bids submitted must include a base unit price, FOB destination, Merced at the specified delivery location in Section III, D below. Bidders shall provide bid prices on the Bid Form including all costs associated with providing and delivering the product to the agency's facility, including materials, labor, equipment,

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transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. Bids qualified by additional or conditional charges such as CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed.

- E. Bid Form will be incorporated as part of any resulting purchase order or contract as pricing reference.
- F. All Bids must be signed.

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CITY OF MERCED

PURCHASING
DEPARTMENT

BID FORM

(209) 385-6833

purchasing@cityofmerced.org

MAIL SEALED BIDS TO:
678 W 18th St Merced CA
95340

**PARCEL & HAND
DELIVERED BIDS GO TO:**
2525 "O" ST MERCED CA
95340

QUOTE HEREON YOUR LOWEST PRICES F.O.B. MERCED FOR THE FOLLOWING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES. NO ALLOWANCE FOR FREIGHT, CARTAGE, PACKING, OR POSTAGE UNLESS SPECIFIED ON THIS BID. WHERE BRAND OR MAKE IS SPECIFIED, SIMILAR OR EQUAL WILL BE CONSIDERED.

SEALED BIDS MUST BE IN THIS OFFICE BY:

Thursday, July 22, 2021 2:00 P.M.

DEPARTMENT: WWTF

REQUISITION: 07222021 Crude Glycerin Supply

Quantity	UOM	Description	Grade	CAS#	Unit Price/Years 1-3	Extended Price
48,000	gal	Crude Glycerin	74% by mass min.	56-81-5	\$	\$
					Unit Price/Year 4	Extended Price
					\$	\$
					Unit Price/Year 5	Extended Price
					\$	\$

We have stated hereon the prices at which we will furnish and deliver the equipment, materials, supplies or services as specified above.

Delivery will be made in _____ days after receipt of order (A.R.O.), except as otherwise indicated.

Note: The City reserves the right to reject any and or all bids, split the bid award, or to accept the bid that best serves the public purpose, even though it may not be the lowest.

COMPANY:

BY:

TITLE:

SIGNATURE:

DATE:

PHONE:

EMAIL:

PAYMENT TERMS: (Net 10, 30, 45)

CITY OFFICERS AND EMPLOYEES INELIGIBLE TO BID

Bidders are advised that under Government Code Section 1126 officers and employees of the City of Merced are **not eligible** to bid on City contracts (to provide equipment, materials, supplies or services to the City) or to enter into a lease or other agreements with the City. Any bid submitted by a City officer or employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

NOTICE

ALL BIDS MUST BE SIGNED

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III. Special Instructions for Deliveries

- A. Packaging
 - 1. Pack all items to ensure that each item can be handled and transported safely from the shipping point, during transit, arrival at the destination point, offloading, and storage. Packing materials and packaging must be appropriate to the items.
- B. A certificate of analysis and a 200 ml sample will be provided for each delivery.
- C. Delivery Schedule
 - 1. Contractor shall deliver product within three (3) calendar days after receipt of order (A.R.O.).
 - 2. deliveries will be made to the City of Merced WWTF in a single unit tanker.
- D. Delivery Location
 - 1. City of Merced Waste Water Treatment Facility, 10260 Gove Rd, Merced CA 95341
 - 2. Notification: Call (209) 385-6892 at least 24 hours prior to deliveries.
 - 3. Delivery hours: Mon–Fri; 7:00 a.m. to 2:30 p.m., closed for lunch 12-12:30 p.m.
 - 4. Include FOB Merced, CA delivery costs in the unit prices; no exceptions.
- E. Rejections and Pickups
 - 1. Note that City reserves the right to reject product that fails to comply with specifications, are damaged, or are in excess of ordered quantities.
 - 2. Pick up product to be returned to vendor within five business days of notification and process credit for returned product within ten business days of receipt.
- F. Material Handling
 - 1. **SAFETY REQUIREMENTS:** The bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards while they are on the premises of City. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. City reserves the right to individually refuse any shipment, at its sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the product at the successful bidder's sole expense. If requested by City, the successful bidder and/or the firm providing transportation of the product shall submit to a safety briefing at the City's site before commencing deliveries. The successful bidder and/or the firm providing transportation of the product are required to comply with the site-specific safety requirements. In addition, if requested by City, the successful bidder and/or the firm providing transportation of the product may be asked to review site safety

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materials and provide a signed acknowledgement of their receipt of the site safety materials.

2. **SPILLAGE:** The successful bidder must be prepared to provide safety training on the safe handling and use of the product and emergency procedures in the event of a leak or spill. Should a product spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the bidder or their agents, the bidder and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the successful bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to City. The property of City where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, City will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the bidder or deducted from amounts owed. Product must stay in the possession of the bidder and must not be unloaded until accepted by City. All product must be delivered in accordance with Department of Transportation regulations.

G. Product Orders

1. A purchase order as part of the resulting agreement will be issued to the successful bidder by City.
2. All product sales must be invoiced to City.
3. The contracted unit cost of the product is the awarded bid price.
4. Successful bidder may seek a price increase for any nontrivial change requested by City in the terms and conditions of purchase order and/or purchase agreement.
5. Successful bidder may not change the price throughout the term of the contract unless by mutual written agreement between City and successful bidder per Section Modification of Contract.

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Exhibit B: Pricing

I. Quantities

- A. Quantities are firm fixed amounts and are not subject to the manufacturer's standard packaged quantities.
- B. City reserves the right to order additional quantities than stated as approximate amounts after initial award based on Vendor's willingness to hold their bid price and mutually agreed-upon quantities and delivery dates.

II. Pricing

- A. **Unit Price:** include everything but sales tax.
- B. **Delivery Costs:** include delivery costs in unit price.
- C. **Sales Tax:** City will add the appropriate sales tax to each order.
- D. **Additional Charges:** none; do not charge restocking or returned items; minimum orders; deliveries; disposals; deposits; environmental fees; fuel surcharges; etc.
- E. **Fixed Prices:** applies to all items for orders placed within the term of the contract for each specified year after bid closing through final delivery.

III. Bid Results Price Sheet

- A. Awarded bidder's Bid Form price sheet, as accepted by City, will be incorporated as part of the purchase order agreement or contract.

IV. Bid Contract Documents

- A. Bid Form
- B. Non-collusion Affidavit
- C. Terms and Conditions of Purchase

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Non-Collusion Affidavit

Note: To be executed by Offeror and submitted with Offer.

State of _____
(the State of the place of business)

County of _____
(the County of the place of business)

_____, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is _____ of
(title of the person signing this form)

_____, the party making the foregoing offer
(name of offering company)

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct, and that this declaration is executed as set forth.

Signed: _____
(signature)

Printed Name: _____
(name of the person signing this form)

Title: _____
(title of the person signing this form)

Date: _____
(date signed)

Notary is not required for this offer.

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Client References (for like work)

(Offeror's Company Name)

1. Client's Company Name: _____					
Client Address:					
Contact's Name:					
Contact's Title:					
Contact's Telephone & FAX:					
Contact's Email:					
Scope of Services/Products Provided:					
Project Completion Date & Value:					
2. Client's Company Name: _____					
Client Address:					
Contact's Name:					
Contact's Title:					
Contact's Telephone & FAX:					
Contact's Email:					
Scope of Services/Products Provided:					
Project Completion Date & Value:					
3. Client's Company Name: _____					
Client Address:					
Contact's Name:					
Contact's Title:					
Contact's Telephone & FAX:					
Contact's Email:					
Scope of Services/Products Provided:					
Project Completion Date & Value:					
4. Client's Company Name: _____					
Client Address:					
Contact's Name:					
Contact's Title:					
Contact's Telephone & FAX:					

CITY OF MERCED TERMS AND CONDITIONS OF PURCHASE

1. **Contract:** Unless a separate written agreement covering this purchase has been signed by both parties, this purchase order constitutes purchaser's offer to seller and it shall become a binding contract upon the terms and conditions set forth herein upon acceptance by seller either by acknowledgment or commencement of performance. Any terms or conditions (including price and delivery dates) proposed by seller which are inconsistent with or in addition to these terms shall be void and of no effect unless and to the extent expressly accepted by purchaser in writing.

2. **Invoices:** Submit fully itemized invoice to the Accounts Payable address listed on the face of the purchase order. Submit a SEPARATE invoice for each order or shipment. Mark each package, invoice, shipping memorandum, and bill of lading with the **purchase order number**.

3. **Delivery:** Deliver all items to the "Ship To" address listed on the face of the purchase order. Attach an itemized delivery ticket, bearing the **purchase order number**, to the shipment to ensure timely payment. **Report** delays in shipment immediately to purchaser. Goods and materials must be properly packaged. Inspection of goods and materials will be made at the delivery point, unless otherwise specified. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up the goods and materials, make the necessary corrections and redeliver for acceptance.

4. **Shipping Charges:** Unless otherwise agreed to, all shipments must be F.O.B. destination. Delivery costs not set forth in the purchase order will not be paid.

5. **Payment:** Payment will be issued to seller approximately thirty days after receipt of the merchandise or service and the correct original invoice. Purchaser is a municipality, and invoices are processed for payment once each week. Seller understands and agrees that the net payment period and cash discount period will extend to the date the invoices are paid.

6. **Warranty:** Seller warrants that all articles will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser. Seller's warranties together with its service guarantees shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time. No waiver of a breach or of any provision of this order shall constitute a waiver of any other breach or provision.

7. **City Liability:** If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify, defend, save, and hold harmless purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such article by the purchaser in violation of rights under such patent or copyright.

8. **Cancellations:** Purchaser reserves the right to cancel any order where goods are not received within ninety days of the purchase order date, unless a longer or shorter delivery period is specified in the request for bids or on the face of the purchase order.

9. **Insurance:** When applicable, seller must provide satisfactory proof of general liability coverage at least as broad as ISO Form CG 0001 and automobile insurance both in the amount of not less than \$1,000,000 per occurrence/accident. The City of Merced must be named as an

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additional insured and receive 30-day notice of cancellation. Additionally, seller shall maintain workers' compensation coverage as required by state law and the policy shall be endorsed to waive the insurer's subrogation rights against purchaser. Applicability of insurance requirement is the sole determination of the City.

10. **Indemnity:** Seller agrees to indemnify, defend, save, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from seller's intentional or negligent acts, errors or omissions in the performance of this purchase order.

11. **Licensing Requirements:** Seller warrants that it has complied with any and all state and local licensing requirements and agrees to provide proof of a current City of Merced Business Tax Certificate if seller's company is located in or provides services in the City of Merced.

12. **Nondiscrimination:** Seller shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by seller in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Seller agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.

13. **Laws:** The Laws of California shall govern this order, and the venue of any action brought hereunder must be laid in or transferred to the County of Merced, State of California.

COMPANY:

BY:

TITLE:

SIGNATURE:

DATE:

PHONE:

EMAIL:

PAYMENT TERMS: (Net 10, 30, 45)
