

## EXHIBIT B - SCOPE OF SERVICES

Agricultural Lime  
Attachment A

City of Santa Rosa

IFB 18-13  
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### SCOPE OF SERVICE

The contractor shall provide and deliver Agricultural Lime to specified locations in the amounts determined by the City of Santa Rosa between the date of August 1<sup>st</sup> and October 31<sup>st</sup> annually. The amount of required annually may vary however the City of Santa Rosa estimates that its annual need will be 2000 tons. Final amounts and exact delivery locations will be determined and provided each July 1<sup>st</sup> during the term of this Agreement. The successful vendor shall provide the product, all equipment, arrange for delivery of product and labor necessary to perform the delivery and drop-off of agricultural lime in accordance with the specifications herein.

Vendor must be able to supply multiple delivery trucks (minimum 6 per day) upon request by the City to facilitate efficient and timely delivery of agricultural lime to the location(s) and by the date specified by City. All Bills of Lading and/or Delivery Tickets shall specify the location (farm and field) the lime was delivered to for the purpose of tracking quantities delivered and billing.

#### **1. PRODUCT SPECIFICATIONS**

- 1.1 The Federal 503 regulations for biosolids agricultural land application requires the soil pH level to be at or above 6.5. In order to correct field pH levels that are below this limit, there is a requirement to add agricultural lime.
- 1.2 The agricultural lime to be purchased will be applied along with biosolids to fertilize cropland used to produce hay for livestock.
- 1.3 The agricultural lime must be either mined lime, dolomite, or oyster shell lime. The Calcium Carbonate Equivalent (CCE) must have a minimum CCE score of 95% or higher. Less than 95% is *not* acceptable.

#### **2. DELIVERY:** Deliveries will be made in varying amounts to any number of or combination of the eleven (11) farm sites listed below. In addition, there may be multiple delivery locations (fields) per site listed. Delivery dates shall be made annually between **August 1<sup>st</sup> - October 31<sup>st</sup>**.

- 2.1 **Delivery Documents:** The successful bidder shall furnish to the City, delivery documents for each truckload of material to each delivery site and the weight of the material per truckload measured on a certified scale. Bill of Lading/Delivery Ticket (Tag) must specify which field the lime was delivered to for the purpose of tracking quantities and billing.
- 2.2 **Delivery Vehicles:** The successful bidder shall provide deliveries to the Work-Site locations via transfer OR walking floor OR end dump OR side dump ONLY. Trucking contractor must be able to supply multiple trucks upon request from the City for delivery of lime to fields by date specified by City.

## 2.3 Locations

|                                          |                               |
|------------------------------------------|-------------------------------|
| <b>1. Jacobsen Farm</b>                  | <b>6. ScallyWag Farm</b>      |
| <b>5070 Lakeville Highway</b>            | <b>7670 Lakeville Highway</b> |
| <b>Petaluma, CA 94952</b>                | <b>Petaluma, CA 94952</b>     |
|                                          |                               |
| <b>2. Yenni Farm</b>                     | <b>7. Leonard Farm</b>        |
| <b>6600 Noble Road</b>                   | <b>7698 Reclamation Road</b>  |
| <b>Sonoma, CA 95476</b>                  | <b>Petaluma, CA 94952</b>     |
|                                          |                               |
| <b>3. BBRRBR Farm</b>                    | <b>8. Herzog Farm</b>         |
| <b>3900 Highway 37</b>                   | <b>7689 Lakeville Highway</b> |
| <b>Petaluma, CA 94952</b>                | <b>Petaluma, CA 94952</b>     |
|                                          |                               |
| <b>4. Barella Farm</b>                   | <b>9. Stone Farm</b>          |
| <b>7700 &amp; 7750 Lakeville Highway</b> | <b>900 Sanford Rd</b>         |
| <b>Petaluma, CA 94952</b>                | <b>Santa Rosa, CA 95401</b>   |
|                                          |                               |
| <b>5. Twin House Farm</b>                | <b>10. Brown Farm</b>         |
| <b>7630 &amp; 7650 Lakeville Highway</b> | <b>2200 Llano Road</b>        |
| <b>Petaluma, CA 94952</b>                | <b>Santa Rosa, CA 95407</b>   |
|                                          |                               |
| <b>11. Alpha Farm</b>                    |                               |
| <b>3000 Llano Road</b>                   |                               |
| <b>Santa Rosa, CA 95407</b>              |                               |

2.4 Deliveries will be made to multiple fields per site, at up to 11 farm sites.

2.5 Delivery dates will fall between August 1<sup>st</sup>-October 31<sup>st</sup> yearly.

2.6 City Biosolids Coordinator will provide Contractor with a delivery schedule for all sites, including amount of lime to be delivered to each site, by July 1<sup>st</sup> of each year during the term of this Agreement. Delivery may be made via a 3<sup>rd</sup> party or subcontractor.

2.7 City staff will call Contractor by 2:00pm daily to confirm deliveries for the next day.

2.8 Deliveries will generally be performed Mon-Fri, 4am-2pm. Any exceptions to this schedule will only be made upon agreement of City staff and Contractor.

2.9 City staff will provide at least 7 calendar day notice prior to initial startup of deliveries.'

2.10 City staff will provide at least 48-hour notice prior to any stops and starts of deliveries.

2.11 Contractor's Dispatch will be provided with map(s) and address(es) of delivery site(s) including field information. This information must be passed on to each driver making deliveries.

2.12 Contractor's Dispatch will be provided with a phone number of the contact person that will be at the delivery site. This information must be passed on to each driver making deliveries.

2.13 Drivers or Dispatch must call City's contact person one hour ahead of delivery to advise current location and estimated arrival time to delivery site.

2.14 Drivers or Dispatch must advise City contact person of any unexpected delays or changes to delivery time.

2.15 All deliveries will be completed for each farm site/field before moving on to the next site/field. Any exceptions to this must be authorized by City staff.

2.16 Bill of Lading/Delivery Ticket or Tag must be handed to City staff at time of each delivery.

2.17 Transportation and Staging of Lime: For all sites listed in CONTRACT WORK-SITE LOCATIONS, CONTRACTOR shall transport and stage lime. CITY shall have staging areas clearly marked for drop-off of lime at each location.

**INVITATION FOR BIDS 18- 13**  
**AGRICULTURAL LIME**

The intent of this Invitation for Bids is to issue a two-year term General Service Agreement with three (3) one-year renewal options for the acquisition of agricultural lime provided to the City of Santa Rosa's Water Department in accordance with the terms, conditions and work specifications contained herein.

Sealed Bids, signed and in the original only or electronic Planet Bids Submittal with PDF original signed documents attached, subject to the Invitation For Bids, Provisions and Specifications, will be received at City of Santa Rosa, Purchasing Office, 635 First Street, 2<sup>nd</sup> Floor Santa Rosa, CA 95404 until 2:00 p.m., on Friday, February 23, 2018 for agricultural lime.

If you have any questions concerning this bid or the requirements, please call Buyer, Sean Hermes, at 707-543-3708.

Services shall include furnishing all qualified labor, product, equipment, and transportation necessary to perform the work outlined in this contract. All deliveries must be FOB destination.

Specific quantities for each location can not be predetermined. Quantities listed are an estimate for bid evaluation only.

Delivery will be to eleven (11) specific work-site locations or a portion thereof as determined by the actual need of the City.

The items listed below are to be included in your bid response:

- Attachment A – Scope of Work
- Attachment B – Cost Proposal
- Attachment C – Required Data Forms – all required forms must be returned is a specific form is not applicable to your company's response, please indicate "N/A" or "NONE"
- Attachment D – Sample General Service Agreement
- Addenda (if applicable)

Also included with bid documents, but not required to be returned with response:

- Attachment One – Insurance Requirements

Any deviation from the written specifications shown in the Invitation For Bids shall be noted in the Exceptions Section of the Required Data Forms.

Bidders should read the entire Invitation For Bids to ensure they clearly understand the requirements.

**Bid responses must fully review all:**

**Attachment A - Scope of Work**

Bidders must address all factors, and provide complete Required Data Forms (Attachment D). Bid responses without sufficient submittal of data to provide a complete bid response will be considered non-responsive. Any exceptions taken to the proposal specifications must be listed as a separate item in the Exceptions to Specifications form located in the Required Data Section of the documents.

**Attachment "B" Cost Proposals**

Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Compensation schedule, Attachment "B". Sales tax must be applied and itemized only where applicable.

**Attachment C - Required Data Forms:**

Bidders are required to provide the information requested throughout, Exhibit "C". Failure to provide complete information may be sufficient reason to consider the proposal submittal non-responsive and given no further consideration.

Before a Contract will be awarded for the services described herein, the City reserves the right to conduct an investigation, if deemed necessary, to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this Contract. Upon request, the Bidder shall submit any additional information as deemed necessary by the City.

**Sample Contract**

**Attachment "D" – Sample General Services Agreement**

This is a draft of a City contract as would normally be used in this procurement. Bidders' are not required to sign said sample contract at time of proposal submittal. A contract in final form will be forwarded to the successful bidder, for signature, prior to contract award. A bidder must evaluate the terms and conditions and provide any exceptions. Any exceptions taken to the draft contract must be identified on the Exceptions page listed under Required Data Forms.

**Business Tax**

Any person whose business is located in Santa Rosa, or conducts business in Santa Rosa, must apply for a business tax certificate within 30-days of the date the business commences. Conducting business in Santa Rosa without a business tax certificate can result in penalties, violation notices, citations and court action. You can go to the following link to obtain more information about applying or renewing a City of Santa Rosa business tax license:

[https://santarosa.bizlicenseonline.com/default\\_rds2.aspx](https://santarosa.bizlicenseonline.com/default_rds2.aspx)

Designated Contact

All bids will be extended through the City of Santa Rosa Purchasing Agent or his/her appointed representative whose name, address and telephone number as shown in REQUIRED DATA FORMS: Award will be by the City Council, by Motion. No other officer or agent may obligate or bind the City. In REQUIRED DATA FORMS: NOTIFICATIONS, Bidders will designate, by name, who will receive contract documents. The person named will be an authorized agent of contractor able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

Vendor Inquiries

For information concerning IFB procedures and regulations (i.e., submission deadline, forms required, etc.), interested parties may contact:

Sean Hermes  
Buyer  
City of Santa Rosa  
635 First Street – 2<sup>nd</sup> Floor  
Santa Rosa, CA 95404  
(707) 543-3708 Voice  
[shermes@srcity.org](mailto:shermes@srcity.org)

**GENERAL PROVISIONS**  
**IFB-MATERIALS or SERVICES**

**BIDS:** Discounts for prompt payment must be identified in your bid response otherwise prices will be considered Net 30. Prompt payment discounts of less than 20 days following final acceptance of the equipment/materials by the City will not be factored into the evaluation of bids. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

This Invitation For Bids shall result in a firm, fixed price contract to purchase.

All prices and bids must be in ink or typewritten, unless responding by electronic submission. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid.

All quotes mailed must be signed with the firm's name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**SUBMISSION OF BIDS:** Each bid must be submitted on the prescribed form, signed, mailed, or electronic submission, subject to the Invitation For Bids Provisions and Specifications. For mailed responses, each bid must be signed as indicated above.

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Invitation For Bids. The information requested and the manner of submission, are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Bids shall be for the total net price including all applicable taxes and charges, delivered F.O.B., City of Santa Rosa.

**LOCAL VENDOR PREFERENCE:** A one percent (1%) preference shall be granted to local bidders. A local bidder is defined as a business entity with its principal place of business located within the city limits of the City of Santa Rosa. To qualify for the preference, local bidders must submit proof of the address of its principal place of business and a copy of their current City Business Tax Certificate. Proof of address is normally the address to which Purchase Orders or contracts and payments will be sent. Copies of current City Business Tax Certificate must be submitted with each bid for which a preference is claimed. The total amount of preference granted in a single bid shall not exceed \$5,000.00. Local preference only applies to the procurement of material, supplies, equipment, or services, and will not apply to bids conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant of funds.

**SANTA ROSA BUSINESS TAX:** The successful bidder will be required to pay the City of Santa Rosa business tax before commencing work on this project. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170.

**ALL OR NOTHING BIDS:** If your bid is on an "all or nothing" basis, so state as such in the Invitation For Bids. If a seller elects to bid "all or none" as a part of his bid, the City will be bound by that condition and will not accept bids on individual items or group items for that bid. If the City awards to an "all or nothing" seller, that award shall be for the proposal as a whole or no part thereof.

**OTHER AGENCY "PIGGY-BACK" PROCUREMENTS:** Other municipalities, fire districts or public agencies in Sonoma County may be interested in purchasing equipment as procured through this solicitation. The seller is to indicate in this Invitation For Bids if pricing offered in this bid will be extended to other public agencies in this area not later than one hundred twenty (120) days after award by the City of Santa Rosa. Any such "piggy-back" awards will be made independently by each agency, and the City of Santa Rosa is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated "piggy-back" procurements.

**DELIVERY CHARGES:** Delivery charges to the City of Santa Rosa shall be listed as a separate line item where indicated in this Invitation For Bids, or the electronic format.

**DELIVERY:** All Purchase Order or Contracted goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Purchase Order or Contract. The goods shall be delivered to the location below, unless otherwise indicated:

CITY OF SANTA ROSA  
MUNICIPAL SERVICE CENTER WAREHOUSE  
55 STONY POINT ROAD  
SANTA ROSA, CA 95401

Delivery will be made on or before the date indicated on the front of the Purchase Order or Contract. Seller shall be liable for damages resulting from Seller's failure to deliver by the delivery date or in conformance with this Purchase Order or Contract. Goods or the tender of delivery that fail in any respect to conform to the Purchase Order or Contract will not be accepted unless the City gives its written acceptance.

**WARRANTY:** The seller shall state on the Required Data Form the terms and conditions of the warranty being offered with the equipment bid.

Seller warrants that all goods and services provided to City are free from defects. At no cost to the City, Seller shall furnish and install all parts and pay any costs to repair goods or materials damaged by defective workmanship during Seller's and Manufacturer's warranty periods.

**MATERIAL AND EQUIPMENT SPECIFIED BY NAME:** Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. The Seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the City's interest to accept. No verbal offers for substitution will be acknowledged or considered from sellers, distributors, manufacturers or subcontractors. Any such offers shall



be made in writing to the Purchasing Agent for his consideration with the submission of the proposal and the Seller shall include sufficient data which, together with any other data the City may require, will enable the City to assess the acceptability of the material or equipment. Such acceptance by the City shall not relieve the Seller from full responsibility from the efficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

It should be understood that specifying a brand name, components and/or equipment in these specifications shall not relieve the Seller from full responsibility to produce the products in accordance with the performance warranty and contractual requirements. The Seller is responsible for notifying the City of any inappropriate brand name, component and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

**MATERIALS & WORKMANSHIP:** Unless otherwise specified in the Invitation For bids, materials used shall be of new and recent manufacture and of best quality.

**BID POSTPONEMENT AND AMENDMENT:** The City of Santa Rosa reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by an addendum to this solicitation. Prospective sellers who have registered for this solicitation shall be notified of all addenda. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the City shall enable Sellers to revise their bids. In any case, the bid opening shall be at least five (5) working days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the opening of bids.

**SINGLE BID RESPONSE:** If only one bid is received in response to the Invitation For Bids, a detailed cost proposal may be requested of the single Seller. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

**ESTIMATED QUANTITIES:** The quantities shown in the Invitation For Bids may be an estimate only. If the exact quantities cannot be predetermined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

**BID WITHDRAWAL:** After the quotes are opened, quotes may not be withdrawn for ninety (90) calendar days, unless approved by the City Purchasing Agent. Prior to the date/time set for the bid due date, however, bids may be modified or withdrawn by the Seller's authorized representative in person, or by written notice, or updated in the electronic submittal. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written or faxed notices shall be received in the office designated in the Invitation For Bids no later than the exact date/time for the bid opening.

**AWARD:** The City of Santa Rosa reserves the right to accept bids, award bids and/or not award bids on individual items listed, on group items, or on the proposal as a whole; to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears from all consideration to be for the best interest of the City of Santa Rosa.

Notice of bid award will not normally be provided to non-successful bidders. Receipt of the official Purchase Order or Contract provided by the City of Santa Rosa covering the supplies, materials, equipment or services as described in the Bid will indicate the award of the bid and a contract to purchase.

**PURCHASE ORDER OR CONTRACT ACKNOWLEDGMENT:** The successful Seller, after receipt of a City of Santa Rosa Purchase Order or Contract, shall be required to furnish the City Purchasing Agent, if applicable, a copy of the factory order acknowledgment or production date(s) for the equipment/material purchased.

**CONTRACT ADMINISTRATION:** Except as otherwise specifically provided in this Invitation For Bids, and the resulting Purchase Order or Contract, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope with the United States Postal Service.

**PERFORMANCE OF SERVICES:** With respect to the performance of services under this Purchase Order or Contract, Seller shall perform all services in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Seller's trade or profession. Seller hereby warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Seller's work by City shall not operate as a waiver or release. Seller shall assign only competent personnel to perform services hereunder. In the event that at any time the City, in its sole discretion, desires the removal of any person or persons assigned to perform services hereunder, Seller shall remove such person or persons immediately upon written notice from City. Seller shall perform the services described on the Purchase Order or Contract within the time or dates set forth therein.

**OPTION TO INCREASE QUANTITY OF ORDERED UNITS:** The City reserves the right to increase the quantity of units shown on this Invitation For Bids by issuance of an amendment to the original Purchase Order or Contract, or an additional Purchase Order not later than ninety (90) days after award of bid. The successful Seller agrees to furnish to the City the additional units at the unit price offered in this Bid.

**MODIFICATION:** The City may at any time prior to the delivery date specified herein, issue a written amendment or change Purchase Order or Contract for the modification of the Purchase Order or Contract. Such modification(s) shall be the result of negotiation and agreement between both parties. No change in this Purchase Order or Contract shall be made unless the City gives its prior written approval. Seller shall be liable for all direct and consequential damages resulting from any unauthorized changes to the Purchase Order or Contract.

Oral change Purchase Order or Contracts are not permitted. No change in this Invitation For Bids or resulting Purchase Order or Contract shall be made unless the City of Santa Rosa gives its prior written approval from the office of the Purchasing Agent. The Seller shall be liable for all costs resulting from any unauthorized changes to the Invitation For Bids, Purchase Order or Contract.

**TERMINATION OF CONTRACT TO PURCHASE:** If at any time: 1) Seller fails to conform to the requirements of the Purchase Order or Contract, or breaches any of these Terms and Conditions; 2) Seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Seller which may interfere with Seller's performance hereunder; or 4) Seller has failed to supply an adequate working force, or material of proper quality, or has failed to deliver goods or in any other respect to prosecute the work with the diligence and force specified and intended herein, notice thereof may be served in writing upon Seller, and should Seller reject or refuse to provide the means for the satisfactory conformance with the Purchase Order or Contract as directed by the Purchasing Agent within the time specified in such notice, the City in any such case shall have the right and power at its option and without prejudice to any other right it may have, to terminate the Purchase Order or Contract.

**TERMINATION FOR CONVENIENCE:** The Purchase Order or Contract may be terminated by the City by giving ten (10) day notice to Seller in writing of its intent to terminate the Purchase Order or Contract. Upon such termination, Seller shall submit to the City an itemized statement of services performed or goods delivered as of the termination date. City shall not in any manner be liable for lost profits that might have been made by Seller had the Purchase Order or Contract not been terminated or had Seller completed the services required by the Purchase Order or Contract.

**INSPECTION:** The City reserves the right before payment or acceptance to inspect all goods and workmanship, and shall have the right to reject all goods and workmanship that do not conform to the Purchase Order or Contract, provided; however, the City is under no duty to make such inspection. The City reserves the right to extend the date of acceptance of goods or workmanship in the event it determines that the nonconforming goods or workmanship can be seasonably cured.

**TITLE:** Title to goods shall pass to the City at the F.O.B. point designated under DELIVERY, subject to the City's right to reject the goods.

**ACCEPTANCE AND PAYMENT:** Acceptance shall be made when the City determines the goods or services conform to the Purchase Order or Contract, or when City notifies Seller that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Purchase Order or Contract, payment terms are net 30 days. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Seller's invoice. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an invoice acceptable to the City. Invoices for goods or services provided in June or for any goods or services not previously invoiced shall be submitted to City no later than July 10 to facilitate City fiscal year end closing. The City reserves the right to withhold up to ten (10%) percent of the Purchase Order or Contract price in the event it conditionally accepts nonconforming goods or services. In connection with any cash discount specified in the Purchase Order or Contract, time will be computed from the date of the complete acceptance of the goods or services, or from the date correct invoices are received at the location specified on the Purchase Order or Contract, whichever date is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

For services, payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or Purchase Order or Contract. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Seller for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Seller's failure to include reference to Agreement (including number) on the invoice and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Seller's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Seller's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or Purchase Order or Contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

**INDEPENDENT SELLER:** The parties intend that Seller, in performing services herein specified, shall act as an independent Seller and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Seller is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**ASSIGNMENT AND SUBCONTRACTING:** Seller shall not assign or subcontract the Purchase Order or Contract, or any part thereof, without the previous written consent of City, nor shall Seller assign, by power of attorney or otherwise, any of the money payable under this Purchase Order or Contract unless the prior written consent of the City has been obtained. No right under this Purchase Order or Contract, nor any claim for money due, or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Purchase Order or Contract or any part thereof, or to become due under this Purchase Order or Contract. The instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or goods supplied.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by subcontractor, the subcontract shall be immediately terminated by Seller upon notice from the City. Seller shall be fully responsible and accountable to the City for the acts and omissions of

any subcontractor, and of persons directly or indirectly employed by the subcontractor, as it is for the acts and omissions of persons directly employed by Seller. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

**INDEMNIFY AND HOLD HARMLESS AGREEMENT:** Seller shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same arises out of the performance of this Purchase Order or Contract by Seller, its officers, employees, agents, or subcontractor, excepting only that resulting from the sole active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Seller or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts. Seller shall be liable to City for any loss of or damage to City property arising from Seller's negligence or willful misconduct.

**PATENTS AND ROYALTIES:** All costs, fees, royalties and claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of goods herein shall be paid by Seller. Should Seller, its agents or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the terms herein, Seller shall promptly substitute other articles, materials or appliances in lieu thereof of equal finish, efficiency, quality, suitability and market value and satisfactory in all respects to City. In the event that City elects, in lieu of such substitution, to have supplied and to retain and use any inventions, articles, materials, or plans as may be required to be supplied, Seller shall pay such royalties and secure such valid licenses as may be requisite for City, its officers, agents and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding at law or equity on account thereof. Should Seller neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then City shall have the right to make such substitution or City may pay such royalties and secure such licenses and charge the Seller even though final payment under the contract may have been made.

**FEDERAL AND STATE TAX:** Prices quoted shall not include Federal Excise Tax. California Sales Tax of eight and three quarter percent (8.75%) will be paid in accordance with the purchase order or contract payment schedule.

**BUSINESS TAXES:** Seller shall pay to City, when due, all business taxes payable by Seller under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Seller.

**LEGALITY:** If any provision of the Purchase Order or Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**CALIFORNIA LAW:** The Purchase Order or Contract shall be governed according to the laws of the State of California. The adjudication of any disputes related to the Purchase Order or Contract shall occur exclusively and solely in Sonoma County.

**COMPLIANCE WITH LAWS AND REGULATIONS:** All materials, parts and equipment furnished pursuant to the Purchase Order or Contract shall be in compliance with the laws and regulations of the State of California and of the Occupational Safety and Health Administration ("OSHA"). Seller shall, if requested by the City, supply certification and evidence of such compliance.

**RETENTION OF RECORDS:** Seller shall be required to retain any records necessary to document the charges for goods provided and services performed and make such records available to City for inspection at the City's request for a period of four years.

**RECYCLED CONTENT, RECYCLABILITY (If Applicable):** Recycled Content Preference: It is the City policy, whenever practicable, to purchase functional products which contain, in Purchase Order or Contract of preference:

- the highest percentage of post-consumer recovered material available in the marketplace; and
- the highest percentage of secondary waste recovered material available in the market place.
- Recyclability and Waste Reduction: In addition to the recovered material content of a product, important criteria in selecting products shall also be:
- the ability of the product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs; and the volume and toxicity of waste and by-product a given product and its packaging generate in their manufacture, use, recycling, and disposal. Products and packaging designed to minimize waste and toxic by-products in their manufacture, use, recycling, and disposal shall be preferred.

**Equipment Compatibility:** Equipment purchased or rented by the City shall be compatible, whenever practicable, with the use of recycled-content products.

**Definitions:** For the purposes of this general provision, a "recycled product" means all materials, goods, and supplies, no less than 50% of the total weight of which consists of secondary and post-consumer waste with not less than 10% of its total weight consisting of post-consumer waste. "Post-consumer waste" means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item, and does not include manufacturing waste. "Secondary waste" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. [Source: California Public Contract Code, Section 12200]

**BID CONTENTS:** This bids consists of the Invitation For Bids, Bid, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Invitation For Bids.

### **Attachment C** **SPECIAL PROVISIONS**

**COMPETENCY OF CONTRACTORS:** Contractor will be required to provide evidence of having at least five (5) years' experience in performing the services covered under this contract. Typical documentation would be the names of customers with whom the Contractor has similar contracts and details of types of services performed. The City reserves the right to inspect Contractor's service facility and equipment to assure its adequacy to comply with the requirements of these specifications (see Required Data Section).

**QUALIFICATIONS OF EMPLOYEES:** The City of Santa Rosa may require dismissal from the work those employees deemed incompetent, careless or otherwise objectionable to the public interest. The Contractor shall fill out at commencement of the contract a complete list of all employees assigned to perform the contract work.

Contractors and other agents responsible for public contact shall be in uniform or work clothing suitable for public contact as determined by the CITY. Additionally, for all work to be performed Contractors and employees shall wear the appropriate clothing and other personal protection equipment normally required as a best practice for the trade or industry of services being performed. The City reserves the right to halt any work, excuse any Contractor or employee, from work site should proper clothing and/or personal protection equipment not be used.

**WORKMANSHIP, MATERIALS & EQUIPMENT:** Unless otherwise provided in the contract requirements and specifications, the Contractor shall furnish all labor, materials and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose, approved by City staff.

**CHANGES:** The City may at any time, by giving fifteen days written notice delete or add to the work as set forth in the specifications. If such changes cause an increase or decrease in the amount due under the contract, an equitable adjustment shall be made and the contract amended in writing accordingly.

**UNFAVORABLE WORK CONDITIONS:** During unfavorable weather, or other unsuitable conditions, the Contractor shall confine operations to work, which will not be affected adversely thereby. No portions of the work shall be performed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.

**SUPERVISION:** The Contractor shall arrange for supervision of the employees performing the contract work. The Contractor or his supervisors shall be available, either on-site or via telephone, when the contract work is in progress. The Contractor's supervisor shall be fully and adequately trained and have experience in hazardous waste pick-up and disposal. The Contractor's supervisory personnel shall be able to communicate clearly in the English language and with non-English speaking personnel who may be employed by the Contractor to perform the services described in the contract. Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

**PROTECTION & DAMAGE:** The Contractor shall be responsible for the protection of all existing equipment and facilities and shall, at their own expense, repair or restore any damages caused



by the actions or negligence of his employees, within a 24-hour period. If the Contractor fails or refuses to make such repairs or restorations, the City may have the work accomplished under separate contract and deduct the cost from this contract price.

The Contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the contract. Contractor shall observe all pertinent safety practices and comply with any applicable safety regulations. In addition to City furnished supplies, all products used by the Contractor in performance of the contract shall meet the appropriate EPA and Cal OSHA Standards. The City will not be held liable should Contractor fail to comply with said standards.

**SAMPLE CONTRACT AND INSURANCE REQUIREMENTS:** A draft of a General Services Agreement and insurance requirements as would normally be used in this procurement are included as Attachment E and Attachment One. Bidders are not required to sign said sample contract at time of bid submittal. A contract in final form will be forwarded to the successful bidder, for signature, prior to contract award. As part of the technical bid, a bidder must evaluate the terms and conditions and provide any exceptions. Any exceptions taken to the draft contract must be provided as an attachment to the bid submittal or in Exceptions Section in Required Data Forms.

**NON INTERFERENCE WITH OPERATIONS:** The contractor will perform all necessary work as provided for in this agreement so as not to interfere with the normal operation or activity of the site.

If the Contractor finds that in order to perform any required work it is necessary to block or restrict access to an area, driveway or road, the contractor must inform the Project Manager at least 48 hours in advance to permit any necessary coordination with City Staff.

The Contractor shall make themselves aware of holidays and other work routines within the facilities and conduct his work in such a manner as to cause no interference with the operation of the treatment plant.

**INSPECTION:** All work and equipment covered by these specifications shall be subject to inspection at any and all times by authorized representatives of the City.

**HINDRANCES AND DELAYS:** The Contractor expressly agrees that the service schedule named in the contract includes allowances for all hindrances or delays incidental to the work. There will be no claims made by the Contractor for hindrances or delays, from any cause, during the progress of the work, except as provided under "Suspension of Work and Extensions Of Time."

**PERMITS:** The Contractor shall be responsible for obtaining all permits necessary to perform the work at their own expense.

**AWARD:** The City of Santa Rosa reserves the right to make one, none, or multiple awards if it is deemed to be in the best interest of the City on any of the services as set forth in the proposer's proposal who are determined to be a responsive and responsible bidder.

**REQUIRED**

**DATA**

**FORMS**

**Note: Required Data Forms must be completed  
and attached as part of your bid response.**

**List of Forms:**

Exceptions to Specifications

References-  
Capability and Experience

Licenses

Subcontractors

Equipment Listing

Designated Contact

Signature Page

**REQUIRED DATA**

**EXCEPTIONS**

**Exceptions to the Specifications:** Exceptions to the specifications of any bid items stated herein shall be fully described in writing by the Contractor in the space provided below, if necessary to expand on exceptions, please attach additional sheets:

Blue Mountain Minerals is a limestone manufacturer  
we are not a licensed contractor and do not  
have a DIR number.

**REQUIRED DATA**

**REFERENCES**  
***(History and Capability)***

Contractors shall provide the name, locations and a narrative statement on the work performed for a minimum of two (2) comparable contracts during the past five (5) years. A short resume on the general history and experience of the Contractor's organization shall be provided along with a statement of financial resources indicating the ability to maintain an adequate staff, equipment capable of complete and satisfactory support and performance of the contract.

| Ref No. |               | Company Info                     | Work Performed        |
|---------|---------------|----------------------------------|-----------------------|
| 1       | Company Name: | A.L. GILBERT FEED Co             | Customer Since 1997   |
|         | Contact:      | GLENN BACIGALUPE                 | Limestone provided    |
|         | Address:      | 304 N. Yosemite Rd.              | for the feed industry |
|         | Phone:        | Oakdale Ca 95361<br>209 847 1721 |                       |
| 2       | Company Name: | Abra Marketing                   | Customer Since 2005   |
|         | Contact:      | Bob McGowen                      | Limestone provided    |
|         | Address:      | 60 Independence Cir.             | as a soil amend-      |
|         | Phone:        | Chico. Ca 95973<br>530-894-1782  | ment. for Commer-     |
| 3       | Company Name: |                                  | cial Ag production    |
|         | Contact:      |                                  |                       |
|         | Address:      |                                  |                       |
|         | Phone:        |                                  |                       |
| 4       | Company Name: |                                  |                       |
|         | Contact:      |                                  |                       |
|         | Address:      |                                  |                       |
|         | Phone:        |                                  |                       |

**REQUIRED DATA**

**LICENSES**

Contractor shall list below the number, expiration date, and types of Contractor licenses, which may be required in order to perform the services described under this contract.

| License No. | Type of License         | Expiration Date<br>(If applicable) |
|-------------|-------------------------|------------------------------------|
|             |                         |                                    |
|             | N/A                     |                                    |
|             |                         |                                    |
|             | We are a manufacturer   |                                    |
|             | of limestone products   |                                    |
|             | for several industries. |                                    |

Contractor's current DIR Registration # \_\_\_\_\_

[illegible]

**REQUIRED DATA**  
**EQUIPMENT LISTING**

**Vehicles/Trailers For Use in Transportation:** Please provide a list of Contractor owned trailers/vehicles that would be used for transportation of material.

Blue Mountain Minerals does not own or  
operate vehicles that deliver Limestone products.  
Below is a list of contractor owned vehicles  
Truck #.

|      |      |      |      |      |      |
|------|------|------|------|------|------|
| 49   | 1701 | 125  | 1405 | 1321 | 1310 |
| 50   | 1702 | 128  | 1105 | 1523 | 1311 |
| 52   | 1703 | 129  | 116  | 910  | 1312 |
| 53   | 1704 | 130  | 1107 | 1302 | 1313 |
| 64   | 1324 | 1100 | 1108 | 1303 | 1314 |
| 807  | 1705 | 1101 | 1109 | 1406 | 1315 |
| 1407 | 1706 | 1102 | 1110 | 1304 | 1316 |
| 1408 | 102  | 1103 | 1300 | 1305 | 1317 |
| 1700 | 110  | 1104 | 1309 | 1308 | 1320 |

**REQUIRED DATA**  
**DESIGNATED CONTACT**

Bidder is required to indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Request For Quotes.

**City of Santa Rosa**

Sean Hermes, Buyer  
City of Santa Rosa  
Purchasing Office  
635 First Street, 2nd Floor  
Santa Rosa, CA 95404  
707-543-3708 Voice  
707-543-3703 Fax  
[SHermes@srcity.org](mailto:SHermes@srcity.org)

**Contractor**

CHRISTINA JOHNSON  
Ag Products Manager  
Portola Minerals Company DBA  
Blue Mountain Minerals  
24599 Marble Quarry Rd.  
Columbia Ca 95310  
209-533-0127 x 12 OFFICE  
cjohnson@bluemtnmin.com



**REQUIRED DATA**

**SIGNATURE PAGE**

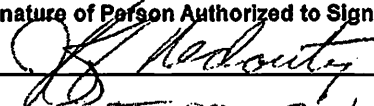
In compliance with the bid documents, the undersigned offers and agrees, if this Quotation is accepted, within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Note: Prompt Payment Discounts - discounts for prompt payment will be taken into consideration in determining lowest bid:

0 percent, 20 calendar days; 0 percent, 30 calendar days.

Name and Address of Bidder:

Portola Minerals Company DBA  
Blue Mountain Minerals  
24599 Marble Quarry Rd.  
Columbia Ca. 95310  
Phone No.: 209-533-0127

Signature of Person Authorized to Sign:

  
Type Name: Jeff Redouty

Type Title: CEO / CFO

Date of Bid: 2-22-18

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
GENERAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

| Insurance                                         | Minimum Coverage Limits                               | Additional Coverage Requirements                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Commercial general liability                   | \$ 1 million per occurrence<br>\$ 2 million aggregate | Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence. |
| 2. Business auto coverage                         | \$ 1 million                                          | ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.                                                                                                                                                                                                     |
| 3. Workers' compensation and employer's liability | \$ 1 million                                          | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.                                                              |

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. **Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. **Other Insurance Provisions:**
  - 1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
  - 2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
  - 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
  - 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
  - 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.