

REQUEST FOR PROPOSALS
FOR
DELIVERY OF CHEMICALS 2025-2026

NOTICE IS HEREBY GIVEN that the CITY OF LEMOORE (hereinafter “CITY”) requests proposals for the DELIVERY OF CHEMICALS at the Water Treatment Plants and will receive proposals on the date and at the address below:

ATTN: CHEMICAL BID
Lemoore Public Works Water Dept
711 W. Cinnamon Dr., Lemoore, CA 93245
up to the hour of 2:00 p.m. on Wednesday, September 17, 2025

All Bid Packet documents, specifications, forms, and notices can be downloaded free of charge from the City of Lemoore website, or contact Jamar Hugie or Christal Schisler at jhugie@lemoore.com or cschisler@lemoore.com.

1. SCOPE OF WORK

The City of Lemoore (hereafter referred to as “the City”) is soliciting sealed bids for the procurement and delivery of chemical reagents required for operations at its two municipal Water Treatment Plants. The scope of supply includes the following chemicals: sodium chloride, sodium hydroxide, sulfuric acid, and sodium hypochlorite. Detailed specifications and required quantities for each chemical are provided in Figure 1.A.

The City of Lemoore invites proposals from qualified vendors for the supply and delivery of specified chemical agents to its two municipal Water Treatment Plant facilities. Vendors must ensure that all deliveries are conducted in accordance with applicable local, state, and federal regulations governing the safe handling and transfer of chemical substances into designated receiving systems. Bidders are encouraged to carefully review all bid sections to fully understand the scope of services required and the responsibilities of the provider.

Any questions, interpretations, or clarifications, whether administrative or technical, regarding this bid must be submitted in writing. All written questions will receive a written response and will be shared with all bidders. Oral statements regarding the meaning or intent of this bid from anyone are unauthorized and invalid.

The resulting contracts shall have an initial term of two (2) years, commencing upon execution. An optional one-year extension may be granted, contingent upon mutual written agreement by all parties involved. For administrative and budgeting purposes, the contract year shall align with the City of Lemoore’s fiscal calendar, defined as July 1 through June 30.

2. EXAMINATION OF SITE

To examine the sites, please contact the Chief Water Plant Operator – Jeremy Dillon at (559) 904-8863 Monday - Friday, between 7:00 a.m. and 3:00 p.m. The Vendor(s) awarded are required to be familiar with the sites and the City’s chemical receiving equipment before

delivery. STA 7 – W Bush St. is located on the west side of town, approximately 2.5 miles from the northern STA 11 – N. Lemoore Ave. The City is located at the junction of California State Highways 41 and Highway 198 in the Central San Joaquin Valley.

Site Map and Locations are shown in Figure 2. A – 2. C.

3. AWARD OF CONTRACT

All proposals will be evaluated based on their ability to meet all necessary specifications. No vendor may withdraw their proposal for thirty (30) days after the proposal submission date. The City reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal. Bids will be evaluated considering the reliability of the chemical product and supply. Failure of a bidder to comply with all requirements and conditions of the bid may result in the bid being deemed non-responsive. No exception or deviation from these specifications will be considered unless each exception or deviation is explicitly stated in writing on the form by the bidder as an exception or deviation.

The City will award to the lowest and most responsible bidder per chemical, based on the “Total Price Per Load”, as shown on Bid Proposal Sheets “EXHIBIT A”.

A. Conditions of Bid

The following instructions shall make bids to receive consideration:

1. The bid shall be submitted on the forms provided, with all items legibly completed in ink or typewritten. Amounts must be shown in figures, with total quantities written in words, and all signatures must be handwritten. Bids from partnerships must include the full names of all partners and be signed in the partnership's name by a general partner authorized to bind the partnership, followed by the signature and title of the signer. The signer's name must also be typed or printed below the signature. Bids from corporations must be signed with the legal name of the corporation, include the state of incorporation, and be signed by the chairman of the board, president, or any vice president, followed by a second signature from the secretary, assistant secretary, chief financial officer, or assistant treasurer. All signers must be authorized to bind the corporation in this matter. The name of each signer shall also be typed or printed below the signature. Evidence of the authority of the officer signing on behalf of a corporation must be provided. The bidder shall initial any forms containing alterations or erasures.
2. Bids shall contain only the quotations for which the form is prepared. Bids are to be submitted for the entire cost.
3. Bids must be submitted in the unit measurement provided on the bid sheet.
4. All Bid Forms are to be submitted. If the bidder is not bidding a specific chemical, write N/A on the “Total Price per Load” line and sign the form. All bid sheets must be returned; this will ensure no bid is deemed forgotten.
5. Bids which are incomplete, unbalanced, conditional, or obscure, which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply

With the Proposal Documents/Form and Instructions to Bidders, the proposal may be considered non-responsive.

6. Should the bidder subcontract the work at any point, the bidder is to notify the City of:
 - i. Contractor's name/business and contact information
 - ii. percentage of work to be done on the bidder's behalf;
 - iii. name of personnel to be on site and set up site visit;
 - iv. Statement subcontractor is current and compliant in licenses and permits of personnel and equipment to perform the work.

B. Bidder's Qualifications

The bidder/vendor shall be licensed per the provisions for chemical delivery, transport, and handling as specified by any regulatory agency, whether local, state, or federal. The bidder shall complete the Statement of Licensure in the Bid.

C. Addenda

Any addenda issued during the time of bidding shall become a part of the documents and shall be covered in the bid and made a part of the contract. Acknowledgement of addenda as provided in the addendum shall be submitted with each bid.

D. Bidder's Interested in More than One Bid

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same chemical. A person, firm, or corporation that has submitted a sub bid to a bidder, or that has quoted prices to a bidder, is not hereby disqualified from submitting a sub bid or quoting prices to other bidders. A vendor that self-bids may file one bid for each chemical.

E. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by a telegraphic, written, or faxed request, at any time prior to the scheduled time for the opening of the bids. No bidder may withdraw their bid after the time announced for the bid opening for thirty (30) days.

F. Opening of Bids

Bids will be opened publicly and examined. They will be tabulated for comparison based on the "TOTAL PRICE PER LOAD" of that chemical per bid sheet. The quantity units quoted and the Engineer's estimate of quantities for annual consumption are outlined in Figure 1. A. The process will repeat for each chemical bid.

G. Award of Rejection of Bids

The City reserves the right to reject all bids, in which case no award will be given. If an award is made, it will be made within sixty (60) calendar days of the bid opening and will be to the responsive, responsible bidder whose base bid is the lowest "Total Price Per Load" for the chemical specified. *All bid forms are required with submittal. Write N/A on the "Total Price per Load" line for no-bid form(s) and sign the form. Each chemical will be reviewed and evaluated separately for "Total Price Per Load".* The City reserves the right to reject any chemical as a single-item bid unit and/or all bids, and to waive any informality in the bids received. The Contractor may bid on as many chemicals as licensed and/or certified to bid. Each chemical is listed as a single item bid.

The bidder's attention is specifically directed to the requirements of the Contract Documents concerning insurance, maintenance of facilities at the site of the work, and inspection.

If there is a discrepancy between the words and figures in the bid, the words shall take precedence. Any erasures or alterations to this bid must be initiated by the person signing it.

H. Time Allowed for Signing Contracts

The successful bidder or bidders will have fifteen (15) calendar days from the date the contract is awarded to them to submit the signed contract, along with the required Insurance Certificates and Special Endorsements, to the City. No bid will be considered binding until the contract is signed and approved by the City Council. If the agreement, bonds, insurance certificates, or special endorsements are not filed within the specified time, the award may be canceled, and the bid guarantee forfeited.

I. Bid Protest Procedure

The absence of a prompt process to resolve disputes regarding the bidding process could hinder the City's ability to fulfill its goal of timely project contracting. Therefore, to the fullest extent permitted by law and notwithstanding any other procedures outlined in these Contract Documents, all disputes and protests related to the bidding process shall follow the procedure outlined below. By submitting a bid to the City for this project, the Bidder agrees to comply with and be bound by this procedure.

1. Any Bid protest must be submitted in writing to the City before 5:00 p.m. on the tenth (10th) calendar day following Bid opening.
2. The Bid protest must contain a complete statement of the basis for the protest and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000) made payable to the "City of Lemoore" shall accompany the protest documents and will be used by the City to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee will be considered incomplete and will not be considered by the City.
3. The party filing the protest must have submitted a Bid for the work. A subcontractor of a party submitting a Bid for the job may not submit a Bid protest.
4. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its protest.
5. The protest must refer to the specific portion of the Contract Documents that forms the basis for the protest.
6. The protest must include the name, address, and telephone number of the person representing the protesting party.
7. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders, and the Bid protest must contain proof of service of the Bid protest on the other Bidders.
8. The responding Bidder shall have up to five (5) working days after the filing of a Bid protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with the delivery to the City.
9. The procedure and time limits outlined in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid protest. The Bidder's failure

to comply with these procedures shall constitute a waiver of any right to pursue further the Bid protest, including filing a Government Code Claim or legal proceedings.

10. The City will evaluate all proper Bid protests before the award of the contract to the lowest responsive and responsible Bidder.

J. Selection Process

All sealed bid proposals will be reviewed and evaluated by the City of Lemoore. The selection process for the top bidders will occur within three (3) full working days or sooner after the bid opening, excluding weekends and holidays. Evaluation of proposals will consider compliance with the RFP criteria, lowest cost, responsibility, and reference checks as outlined herein.

Bid pricing will be disclosed at the time of bid opening. A bidders' list shall be open for public inspection during regular business hours for not less than thirty (30) calendar days after the bid opening.

- Rejection of Bids: At its sole discretion, the City may reject all bids presented and re-advertise for bids.
- Award of Contracts: Contracts shall be awarded by the City Council to the lowest bidder per chemical, except as otherwise provided herein.

K. Project Timeline

The City intends that this bid will close on **Wednesday, September 17, 2025, at 2:00 pm**. City and potential bidder to begin process of signing agreement (Sample copy attached) with City's formal signature dependent upon City Council Awarding Bid, Tuesday, October 7, 2025, at 5:00 pm meeting.

Discussions regarding chemicals will begin during this period to determine the delivery timeline for the need for Chemicals at one or both facilities.

4. SUBCONTRACTORS

The name, background, and experience of any firm to which any work outlined in these Specifications is to be subcontracted by the Vendor shall be submitted to the Chief Plant Operator for approval. Unless a subcontractor is approved in writing by the Public Works Department,

The Vendor shall perform all the work specified in these Specifications using its equipment and personnel. It must be clearly understood that the Vendor, regardless of any approved subcontract, shall be solely responsible for the quality and quantity of the work performed under the terms of the Agreement. Without written authorization, no subcontractor is permitted to undertake any work outlined in these Specifications. Furthermore, the contract will not extend beyond the term of the Agreement, and any extension or renewal of a subcontract can only occur with the approval of the Public Works Director. The Agreement shall not be assignable in whole or in part without the explicit written consent of the City.

5. CERTIFICATES - CERTIFICATIONS

Vendor shall submit the necessary certificates of insurance and the certificate of product before the contract is awarded. All products supplied shall be manufactured in the United States of America.

Vendor must obtain, maintain, and possess current licenses, certifications, and regulatory permits required by local, state, and federal agencies for acquiring, operating, transporting, delivering, and/or handling chemicals requested for equipment and personnel.

Effective January 1, 1994, chemicals or products added directly to drinking water as part of the treatment process must meet the ANSI/NSF Standard 60 and NSF Standard 61 (per California Code of Regulations, Section 64590-64593).

6. INSURANCE

Vendor shall maintain sufficient occurrence-based liability insurance to cover any loss, damage, contamination, destruction, injury, or death to the City's real or personal property, City Council members, officers, employees, agents, volunteers, students, or others involved with Vendor's performance under this Contract. Vendor shall not cancel, reduce, or modify such policy without providing thirty (30) days' prior notice to the City.

Concurrently with the execution of this Agreement by the Vendor, and before the commencement of any Work, the Vendor shall: (a) furnish evidence of insurance to the City; (b) name City as an additional insured on the policy; (c) cover transportation of the Chemicals; and (d) cover or ensure the City is protected in case of chemical contamination, and that all the following insurance requirements have been met.

- A. General. The Vendor shall, throughout this Agreement, maintain insurance to cover Vendor, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
- B. Commercial General Liability coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- C. Automobile Liability coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation coverage shall be maintained as required by the State of California.
- E. Endorsements. Vendors shall obtain endorsements to the commercial general liability, automobile liability, and workers' compensation policies in a form satisfactory to the City.
- F. Authorized Insurers. All insurance companies providing coverage to Vendor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- G. Insurance Certificate. Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, naming City as additional insured, in a form satisfactory to the City.
- H. Vendor's Obligation. Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor may carry, at its own expense, such additional insurance as it deems necessary.

7. VENDOR'S INDEMNIFICATION OF THE CITY

Vendor shall indemnify, save, keep and hold harmless City, Consultants, Personnel and each of their respective officers, agents, and employees against any claims, demands, causes of action, damages (including damages to City's property, costs, or liabilities (including cost of liabilities of City's employees), in law or equity, of every kind or nature whatsoever, directly or proximately caused by the performance of the contract, whether such performance is by Vendor, his subcontractor, or anyone directly or indirectly employed by him.

Further, Vendor shall, at his sole risk and expense, defend all suites, actions, or other legal proceedings which may be brought or instituted by third parties against City, and of their officers or employees on any such claim, demand, or other legal proceedings, City will not be liable for any accident, loss or damage to equipment on premises.

8. SUBCONTRACTOR'S INSURANCE

Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

9. CERTIFICATION

Effective January 1, 1994, chemicals or products added directly to drinking water, as part of the treatment process, must meet the ANSI/NSF Standard 60 and Standard NSF 61 (per California Code of Regulations, Section 64590-64593).

Chemical Specifications

Chemicals, as estimated by the Engineer for the Water Treatment Plant project, are shown in Figure 1. A and is an estimate of quantity only.

The following criteria pertain to all chemicals, driver, transportation, and safety of City property and/or personnel, vendor, and regulatory requirements.

The City is requesting:

Bulk Supply / Delivery for Chemicals as specified in Chart – Figure 1. A

- a. **Quality** - Product shall contain no substances (soluble material or organic) in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the product has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.
- b. **Affidavit of Compliance** - The Contractor/Vendor shall submit an affidavit of compliance for each chemical supplied, noting the chemical name, pounds per gallon, and the date of manufacture.
- c. **Certified Lab Report** - The contractor or vendor must submit a certified laboratory report for the initial delivery that meets industry standards (such as NSF Standard 60, ANSI/AWWA Standards, etc.) and whenever there is a significant change in the manufacturing process or when the contractor or vendor switches manufacturing vendors.
- d. **Rejection** – If the Chemical does not meet the specifications for potable water use or as specified, the City shall notify the supplier of the non-conformance within ten working days after receiving the shipment. The City’s test results shall take precedence unless the supplier notifies the City within five working days of receiving the non-conformance notice. The supplier will be responsible for the cost and removal of any Chemical that does not meet the specified requirements.
- e. **Quantity** - The quantity listed on “Request for Bid” is the best estimate provided by the Engineers. Due to the lack of actual water treatment output, the City notes that the chemical usage may fluctuate based on the demands of the treatment plants. It is provided as an estimate only and does not guarantee a minimum amount or restrict the maximum amount to be delivered. The purpose of this agreement is to require the Contractor/Vendor to supply the awarded chemical. Neither an underrun, regardless of extent, nor an overrun, regardless of extent, will entitle the Contractor to an adjustment in the unit price or any other form of compensation.
- f. **Delivery** - Contractor/Vendor shall make delivery upon request using the most efficient and cost-effective method suitable for the site and tank size specified, within seven (7) days after notification. Cargo trailers used shall be equipped with industry-standard and/or regulated equipment and set up for offloading chemicals as specified. Scales or other charges shall be included in the bid price (Total Price per Load).
- g. **Condition of Cargo Trailers** - All cargo trailers and associated valves and equipment used for the delivery of chemicals under this agreement must be in good mechanical condition and fully compliant with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations as currently issued, if applicable.
- h. **Safety Requirements** - Safety shall be practiced and performed when unloading Vendor’s chemical by the truck driver with appropriate signage, safety equipment, protective face and body apparel, as required by the California Occupational Safety and Health Act for Vendor’s chemical.
- i. **Spillage** - All discharge connections and hose ends shall be plugged, capped blind, flanged, or contained to prevent any spillage of chemical. The Contractor/Vendor shall be notified immediately of any spillage that the truck driver does not clean up. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by City personnel or contracted personnel at a minimum charge of \$500 or cost plus 15 percent, whichever is greater, and shall be billed

to Contractor. Where Chemical spillage is toxic and poses a threat, the four-hour notice is waived, and the Contractor/Vendor will be billed for cleanup as described.

10. DEFAULT BY CONTRACTOR/VENDOR

The Agreement may be canceled by the City with 15 days' written notice, without liability for damages, if the City believes the Vendor is not acting in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the City's consent. In such cases of cancellation, the Vendor will be paid the actual amount owed based on unit prices and the work completed up to that point. Damages caused to the City by the Vendor's actions will be deducted from this amount. By submitting a proposal, the Vendor is deemed to have waived any claims for damages due to cancellation of the Agreement for any reason. This section's provisions are in addition to all other rights and remedies available to the City under law.

11. TERMINATION OF AGREEMENT

The City may terminate the Agreement at its discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority with fifteen (15) days' notice. The Proposer/Vendor may terminate the agreement at any time by giving a 30-day advance notice in writing.

12. MEASUREMENT AND PAYMENT

The Vendor shall submit billing for each chemical delivery per the schedule of prices in the bid proposal. No additional compensation will be provided to the Vendor. After reviewing the billing and delivery forms, the payment request will be processed. The City has a 30-day pay policy upon receipt of an invoice. All invoices are to be submitted promptly, and monthly statements of unpaid invoices are required from the Vendor.

Invoices billed over one year past the date of services rendered will be the Contractor's/Vendor's responsibility. Payment may be made for older identified invoices if there is an ongoing unresolved matter in process, and all parties are aware of this.

Invoices are to be e-mailed/sent to Accounts Payable at AP@lemoore.com or Lemoore Accounts Payable – 711 W. Cinnamon Dr., Lemoore, CA 93245.

The selected Vendor will be notified, a W-9 will be requested, and a purchase order will be issued before the start of chemical deliveries.

13. CITY BUSINESS LICENSE

A City of Lemoore Business License is not required for bidding. The Winning Bidder/Vendor and all subcontractors shall obtain a City of Lemoore Business License before delivery of any goods, chemicals, and agree to receive and renew an annual business license from the City throughout the term of the agreement. Business Licenses are to be obtained from the City Finance Office at 711 W. Cinnamon Dr., Lemoore, CA 93245. Bidders are cautioned to contact the Finance Department to determine the fee amounts before submitting a bid. This requirement applies regardless of the business address or location of the Vendor or any Subcontractor.

14. REQUEST BID PACKET

Bid Packet documents and related notices are available for download at the City of Lemoore website. For assistance accessing the materials, please get in touch with Public Works at pw@lemoore.com.

15. PROPOSAL SUBMITTAL DATE

Proposals must be received by the City Clerk, City of Lemoore, 711 W. Cinnamon Drive, Lemoore, CA 93245, by **Wednesday, September 17, 2025, at 2:00 p.m.** No proposals will be accepted after this time.

16. CONTACT PERSONS

Marissa Avalos, City Clerk mavalos@lemoore.com
711 W. Cinnamon Drive (559) 924-6744 ext. 700
Lemoore, CA 93245

Jeremy Dillon, Chief Water Plant Operator jdillon@lemoore.com
Site and Plant Information (559) 904-8863

Jamar Hugie, Management Analyst - jhugie@lemoore.com
(559) 924-6744 ext. 742

ATTACHMENTS:

- Figure 1.A - Chart
- Figure 2.A - City Treatment Plant Locations
- Figure 2. B - Site Map – STA 7
- Figure 2. C - Site Map – STA 11
- Exhibit A – Bid Sheets – Purchase and Delivery of CHEMICALS
- Attachment A – Sample Agreement

FIGURE 1. A

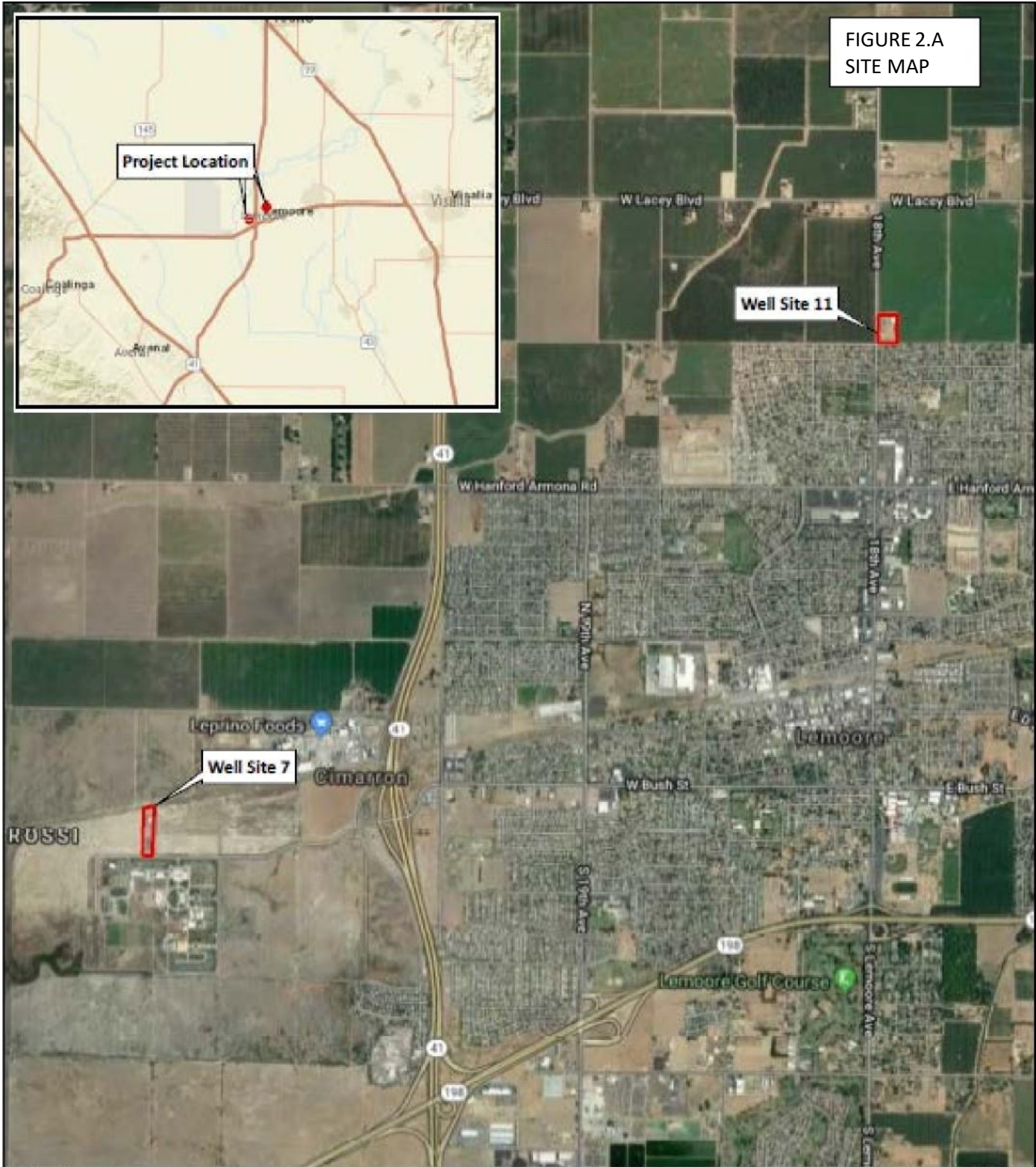
CITY OF LEMOORE CHEMICAL CHART
PROJECT ENGINEER ESTIMATES

Site 7	Chemical Formula & Concentration	Tank Capacity	Delivery Shipment	Expected Yrly Deliveries	Quantity Gallons/Yr
Sulfuric Acid	93% H₂SO₄	4,000	3,000	5.0	14,919.0
Sodium Hydroxide	50% NaOH	5,000	4,000	4.3	17,245.0
Sodium Hypochlorite	12.5% NaOCl	2 tanks – 1,000 gal	4,500	4.6	20,740.0
Sodium Chloride	100% NaCl	25 Tons	20 Tons	14.2	284.8 Tons

Site 11	Chemical Formula & Concentration	Tank Capacity	Delivery Shipment	Expected Yrly Deliveries	Quantity Gallons/Yr
Sulfuric Acid	93% H₂SO₄	4,000	3,000	6.0	40,368.0
Sodium Hydroxide	50% NaOH	5,000	4,000	4.3	17,245.0
Sodium Hypochlorite	12.5% NaOCl	2 tanks – 1,000 gal	4,500	9.2	41,480.0
Sodium Chloride	100% NaCl	25 Tons	20 Tons	12.9	257.6 Tons

The amounts are listed in Figure 1. Engineers' estimates are projected for a year of operation and use and are not actuals or a guarantee of amounts to be purchased.

FIGURE 2.A
SITE MAP



LSA

LEGEND
Project Sites

FIGURE 2-1

City of Lemoore Water Treatment Plants Project
Lemoore, Kings County, California
Regional Sites Location



"City of Lemoore Water Treatment Plants Project Regional Sites Location"

FIGURE 2. B
STATION 7

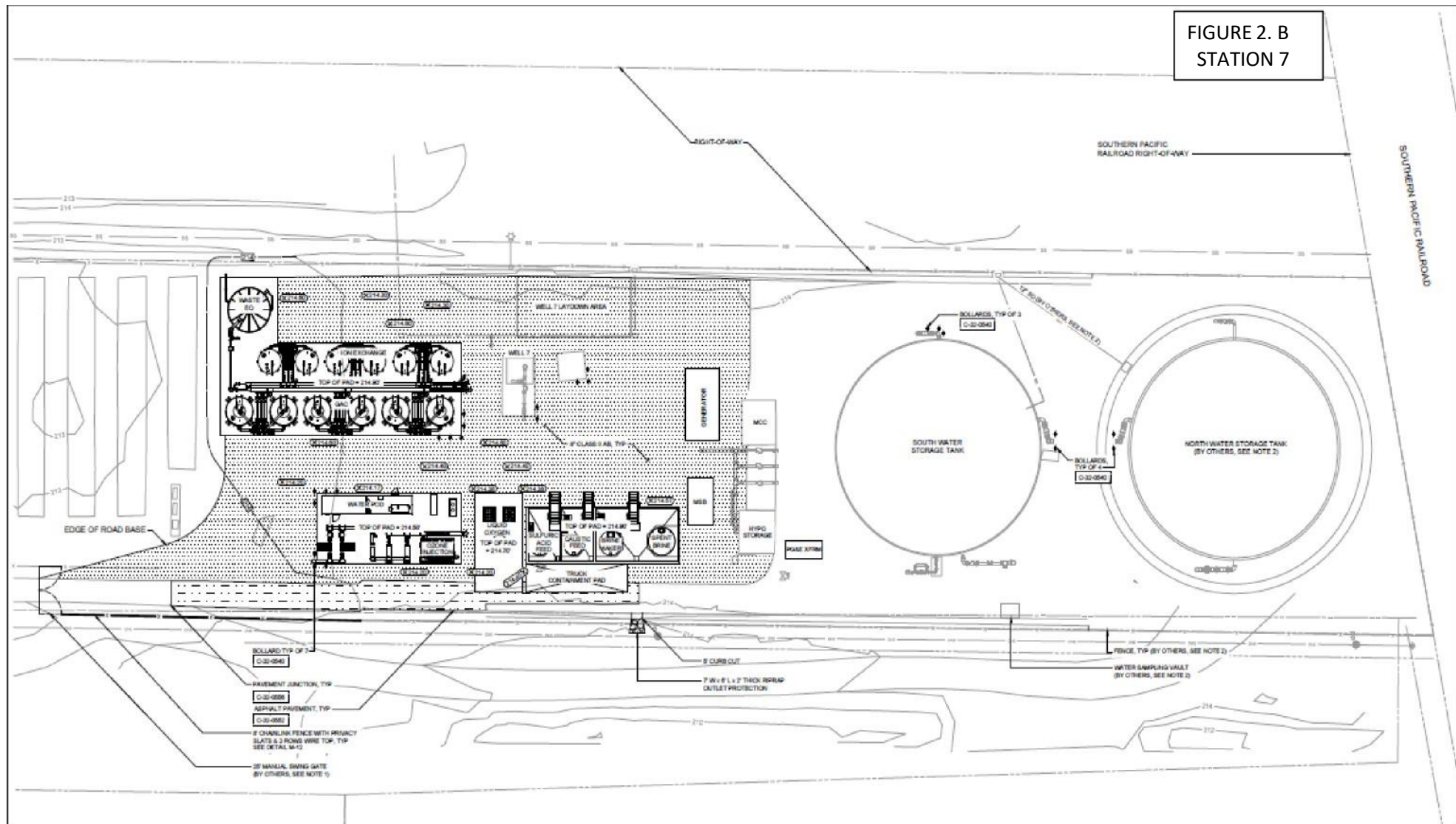
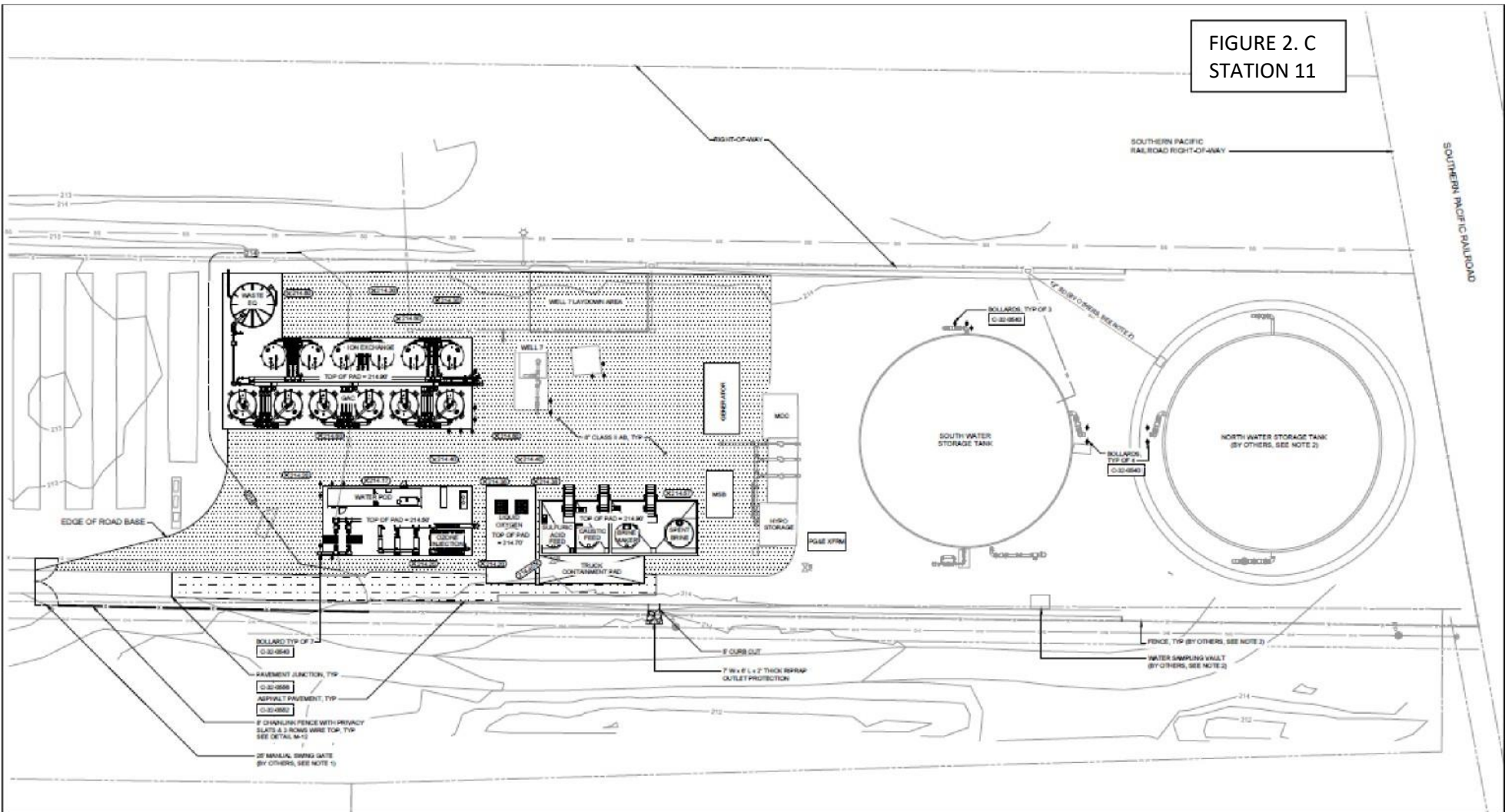


FIGURE 2-6



FIGURE 2. C
STATION 11



LS*

FIGURE Z-6



SOURCE: CITY OF LEMOORE, JULY 2019.

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Water Treatment Plant SæOon 7 Siaæ Plan