

**NOTICE INVITING SEALED BIDS**  
**FOR SUPPLY AND DELIVERY OF 12.5% SODIUM HYPOCHLORITE**  
**BAY AREA CHEMICAL CONSORTIUM (BACC)**  
**BID NO. 01-2013**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of 12.5% sodium hypochlorite. Bids are to be prepared pursuant to the specifications provided by Dublin San Ramon Services District (DSRSD), the coordinating Agency for this bid. All sealed bids to be considered for this solicitation must be received by **9:00 A.M. PDT, Wednesday, April 17, 2013** at the Dublin San Ramon Services District Regional Wastewater Treatment Facility at 7399 Johnson Drive, Pleasanton, CA 94588. Bids received after said date and time will be returned to the sender unopened, and will not be considered under any circumstances. Bids postmarked but received after the bid opening will not be accepted. Bids submitted electronically or by facsimile will not be accepted. The bids will be publicly opened and read aloud to all in attendance at 9:00 A.M. PDT on Wednesday, April 17, 2013. Bidders are invited, but not required, to attend the bid opening.

BACC and its member Agencies reserves the right to reject any and all bids and to waive informalities, irregularities or technical defect in the bids received.

For additional information or any questions concerning this bid, please contact Louanne Ivy, Administrative Analyst, at Dublin San Ramon Services District, 7399 Johnson Drive, Pleasanton, CA 94588, or telephone (925) 875-2398. The fax number is (925) 462-0658 and the email address is [ivy@dsrsd.com](mailto:ivy@dsrsd.com).

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**BAY AREA CHEMICAL CONSORTIUM**

**REQUEST FOR BID**

**BID NO. 01-2012**

**FOR SUPPLY AND DELIVERY OF 12.5% SODIUM HYPOCHLORITE**

**BID DUE DATE: 9:00 A.M. PDT, Wednesday, April 17, 2013**

**BID OPENING DATE: 9:00 A.M. PDT, Wednesday, April 17, 2013**

**Coordinating Agency:**

**Dublin San Ramon Services District  
Regional Wastewater Treatment Facility**

**7399 Johnson Drive  
Pleasanton, CA 94588  
(925) 846-4565 (Office)  
(925) 462-0658 (Fax)**

**[ivy@dsrcsd.com](mailto:ivy@dsrcsd.com)**

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**BAY AREA CHEMICAL CONSORTIUM**  
**REQUEST FOR BIDS**  
**FOR SUPPLY AND DELIVERY OF 12.5% SODIUM HYPOCHLORITE**  
**BID NO. 01-2013**

Sealed bids will be received by Dublin San Ramon Services District (DSRSD), Regional Wastewater Treatment Facility, 7399 Johnson Drive, Pleasanton, CA 94588, by and for the Bay Area Chemical Consortium (BACC) until 9:00 A.M. PDT, Wednesday, April 17, 2013.

**1. GENERAL PROVISIONS**

The Bay Area Chemical Consortium (BACC) is a cooperative group of public Agencies each individually established under the laws of the State of California. For this particular bid solicitation the participating member Agencies include:

ALAMEDA COUNTY WATER DISTRICT, a special district  
CENTRAL CONTRA COSTA SANITARY DISTRICT, a special district  
CITY OF BURLINGAME, a municipal corporation  
CITY OF FRESNO, a municipal corporation  
CITY OF HAYWARD, a municipal corporation  
CITY OF LIVERMORE, a municipal corporation  
CITY OF MILL VALLEY (Sewerage Agency of Southern Marin), a municipal corporation  
CITY OF MORGAN HILL, a municipal corporation  
CITY OF PLEASANTON, a municipal corporation  
CITY OF SAN JOSE, a municipal corporation  
CITY OF SAN LEANDRO, a municipal corporation  
CITY OF SAN MATEO, a municipal corporation  
CITY OF SOUTH SAN FRANCISCO, a municipal corporation  
CONTRA COSTA WATER DISTRICT, a special district  
DUBLIN SAN RAMON SERVICES DISTRICT, a special district  
IRONHOUSE SANITARY DISTRICT, a special district  
NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary of the City of Daly City  
ORO LOMA SANITARY DISTRICT, a special district  
PLEASANT HILL RECREATION AND PARK DISTRICT, a special district  
RODEO SANITARY DISTRICT, an enterprise district  
SOUTH BAYSIDE SYSTEM AUTHORITY, a joint powers authority  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, a community services district  
UNION SANITARY DISTRICT, a special district  
WEST COUNTY WASTEWATER DISTRICT, a special district  
ZONE 7 WATER AGENCY, a county flood control and water conservation district

These participating BACC Agencies, acting collectively through their authorized agents, are seeking competitive sealed bids for the supply and delivery of 12.5% sodium hypochlorite. All sealed bids to be considered for this solicitation must be received by **9:00 A.M. PDT, Wednesday, April 17, 2013** at the Dublin San Ramon Services District Regional Wastewater Treatment Facility at 7399 Johnson Drive, Pleasanton, CA 94588. Bids received after said 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.

BACC and its participating member Agencies reserves the right to reject any and all bids and to waive informalities, irregularities or technical defect in the bids received.

If you have any questions regarding this bid, please call Louanne Ivy, Administrative Analyst – Operations, at (925) 875-2398, Fax (925) 462-0658, or email [ivy@dsrsd.com](mailto:ivy@dsrsd.com). To learn the bid results, call (925) 875-2398 after the bid due date.

## **2. INSTRUCTIONS TO BIDDERS**

To receive consideration, bids must be made in accordance with the following instructions:

### **2.1 Bid Form**

Bids must be submitted only upon the forms provided in the Bid Contract Documents, with all items properly filled out in non-erasable permanent ink. All bid documents must be signed, dated and sealed. The bid form may be rejected if it shows 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:

- A completed and signed Bid Form, with any deviations duly noted
- A fully executed Standard Agreement, including references and acknowledgement of receiving any and all addenda
- A fully executed Non-collusion Affidavit

### **2.1 Estimated Quantity**

The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating any BACC Agency to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. All participating BACC Agencies reserve the right to purchase any volume of the chemical 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.

### **2.2 Delivery Locations**

The participating BACC Agencies are listed on the bid form according to their location by relative geographic areas. The Bidder must quote uniform bid prices for deliveries made to each of the distinct geographic areas. For the purposes of this bid request the distinct geographic areas are defined as:

**North Bay:** includes Central Contra Costa Sanitary District, Contra Costa Water District, Ironhouse Sanitary District, Pleasant Hill Recreation and Park District, Rodeo Sanitary District, Town of Discovery Bay Community Services District, and West County Wastewater District.

**East Bay:** includes Alameda County Water District, City of Hayward, City of Morgan Hill, City of San Jose, City of San Leandro, Oro Loma Sanitary District, and Union Sanitary District.

**Tri-Valley:** includes City of Livermore, City of Pleasanton, Dublin San Ramon Services District, and Zone 7 Water Agency.

**Peninsula:** includes City of Burlingame, City of San Mateo, City of South San Francisco, North San Mateo County Sanitation District, and South Bayside System Authority.

**Marin-Sonoma:** includes City of Mill Valley (Sewerage Agency of Southern Marin).

**Central Valley:** includes City of Fresno.

### **2.3 Bid Pricing**

All bids submitted must include a base unit price for 12.5% sodium hypochlorite for each geographic area as described in Section 2.2. Bidders shall provide bid prices on the bid form including all costs associated with providing and delivering the chemical to the Agency's facility, including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. BACC Agencies that use a chemical for treating water for resale may be exempt from paying sales tax, and it will be the responsibility of each BACC Agency to notify the successful bidder if some or all of their purchases will be exempt from sales tax. **The California Sales and Use Tax Annotation 275.0280 of Regulation 1525 states that sodium hypochlorite is a water additive which, if added to and remains in water that is resold, may be purchased without paying sales tax.** BACC Agencies will be responsible for providing the successful bidder with a letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. BACC Agencies that do not notify the successful bidder that their Agency is exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice. 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. Bid prices should be based on bulk deliveries of **2,000 gallons** or more. For deliveries of less than **2,000 gallons**, the bidder must indicate any additional charges for "short loads" as a standard deviation on the bid form, unless specific requirements for smaller deliveries are described in Section 3.7, Delivery Requirements. Bids that do not include the unit prices must be considered irregular and, at the option of BACC and the participating BACC Agencies, may be eliminated from further consideration.

### **2.4 Bidder Qualifications**

A qualified Bidder is one determined by BACC and the participating BACC Agencies 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 chemical, 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. Before submitting a bid, the Bidder must carefully examine and read all parts of the Bid Contract Document, and be fully informed as to all existing conditions and limitations. It should be noted that the entire contents of the Bid Contract Documents will become part of the agreement upon selection and approval of the successful Bidder.

### **2.5 Authorized Signatory of Bid Contract Documents**

The person signing the submitted bid must be fully authorized to represent and bind the bidding company. A corporate officer must sign bids by corporations in the corporate name, and the corporate seal must be affixed by the signature. The State of incorporation must be below the corporate name. Bids by partnerships must be signed in the partnership name and signed by a partner with title shown.

### **2.6 References**

The Bidder must submit with the bid a list of a minimum of three references that have purchased similar chemicals 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 same region or regions as the participating BACC Agencies. These references must be shown on the Standard Agreement contained herein.

### **2.7 Bid Submittal**

All bid submittals must be enclosed in a sealed envelope marked "**Bid for 12.5% Sodium Hypochlorite, BACC BID NO. 01-2013**", addressed to Louanne Ivy, Administrative Analyst – Operations, and must be delivered to Dublin San Ramon Services District, Regional Wastewater Treatment Facility, 7399 Johnson Drive, Pleasanton, CA 94588, **by no later than 9:00 A.M. PDT, Wednesday, April 17, 2013**. The original and one copy of the bid including all attachments must be submitted. 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. Bids received after the date and time listed above will not be accepted and will be returned to the Bidder unopened.

### **2.8 Modification, Addenda, and Interpretations**

Any explanation desired by the Bidders regarding the meaning or interpretation of the bid documents must be requested in writing, either by facsimile or mail, at least seven (7) calendar 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 BACC coordinating Agency. All changes to the bid documents initiated by the BACC will be through written addenda and furnished to all Bidders via email or fax. Any written addendum issued before the date and time of the bid opening will become a part of the Bid Contract Documents and must be signed and attached to the bid form that each Bidder submits. Failure to submit any and all the addendum(s) with a bid will be cause for rejection of the bid.

**2.9 Modification of Bids**

A Bidder may modify their Bid in writing provided such communication is received by the BACC coordinating Agency prior to the date and time of the bid opening. Prior to the day of the bid opening written modifications may be sent to BACC via facsimile, e-mail, regular mail, or courier. Written modifications not received by BACC prior to the day of the bid opening must be hand delivered in a sealed envelope to Louanne Ivy or her designee. Except for hand deliveries, it shall be the responsibility of the respective Bidder to determine if their written modification was received on time by BACC. Any written 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 the BACC until the sealed bids are opened.

**2.10 Withdrawal of Bids**

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 BACC coordinating Agency requesting withdrawal of the 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.

**2.11 Proposed Deviations from the Specifications by the Bidder**

Any deviation from the product specifications described herein or in a written addendum that is proposed by a Bidder must be noted in detail on the Bid Form, 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. Each BACC Agency will be responsible for individually accepting or rejecting any proposed deviations from the described specifications.

**2.12 Competency of Bidders**

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.

**2.13 Rejection of Bids**

The BACC and/or its individual Agencies 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.

**2.14 Opening Bids**

At the bid opening all bids received will be publicly opened and read, as set forth in the Notice Inviting Sealed 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 will be circulated to all of the responsive Bidders, even if their representative was not present at the bid opening.

### **2.15 Method of Award**

Bids may be awarded by the participating BACC Agencies to the lowest, responsive, and responsible Bidder meeting the specifications. BACC 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. The following is a non-inclusive list of criteria that must be used in award of the bid.

- a. Unit cost of the chemical
- b. Product specifications
- 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. Fully executed non-collusion affidavit

### **2.16 Disqualification of Duplicate or Collusive Bidders**

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 the bid documents.

### **2.17 Identical Bids**

In the case of tied or identical bids corresponding to the proposed unit costs, the BACC reserves the right to award the bid based on the factors outlined in paragraph 2.15, Method of Award.

### **2.18 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 chemicals to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.

### **2.19 Bid Summary**

Bid proposals will be summarized and reviewed with the BACC Agencies following the bid opening. Bid summaries or tabulations will also be provided to the responsive Bidders within 10 business days following the bid opening. After a careful review of the bids by each of the participating BACC Agencies, bids may be awarded based on the criteria outlined in paragraph 2.15, Method of Award.

### **2.20 Manufacturer's Information**

Bidders must submit with their Bid Form the following:

- a. An affidavit of compliance to the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory.
- c. Name and address of the chemical manufacturer.
- d. Product Bulletin and Typical Properties.
- e. Material Safety Data Sheet (MSDS).

### **3. SPECIAL INSTRUCTIONS TO BIDDERS**

#### **3.1 Sodium Hypochlorite Requirements**

The 12.5% sodium hypochlorite to be provided under the terms and conditions of this bid must meet the bid specifications described in the pages that follow.

#### **3.2 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 any BACC Agency. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The BACC Agencies reserve the right to individually refuse any shipment, at their sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the Bidder's sole expense. If requested by a participating BACC Agency, the successful Bidder and/or the firm providing transportation of the chemical shall submit to a safety briefing at the BACC Agency's site before commencing deliveries to the respective BACC Agency. In addition, if requested by a participating BACC Agency, the successful Bidder and/or the firm providing transportation of the chemical may be asked to review site safety materials and provide a signed acknowledgement of their receipt of the materials.

#### **3.3 Spillage**

The successful Bidder must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical 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 Bidders 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 the Agency where the delivery is being made. The property of the Agency where the delivery is being made must not be used

for such disposal. If the spill is NOT cleaned up, the Agency 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. Chemicals must stay in the possession of the Bidder and must not be unloaded until accepted by the participating BACC Agency. All chemicals must be delivered in accordance with Department of Transportation regulations.

### **3.4 Chemical Orders**

All orders placed throughout the contract will be initiated separately by each participating BACC Agency, and each will be responsible for the coordination of all aspects of those orders with the successful Bidder. Inquiries in reference to individual orders during the contract period must be directed to the appropriate BACC Agency.

### **3.5 Purchase Orders**

This bid in conjunction with each BACC Agency's purchase order and/or purchase agreement must constitute the entire Contract. Individual purchase orders will be issued to the successful Bidder by each BACC Agency, and all chemical sales must be invoiced separately to the respective BACC Agency.

### **3.6 Taxes**

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The participating BACC Agencies that provide potable and/or recycled water to customers will be responsible for providing the successful Bidder with these certificates. Chemicals purchased solely for the use in wastewater treatment and disposal facilities are subject to sales tax.

### **3.7 Delivery Requirements**

Delivery bills of lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to a shipping manifest. Delivery times and dates must be coordinated between the successful Bidder and each participating BACC Agency. No delivery can be made when a BACC Agency representative is not on site. The successful Bidder must notify the BACC Agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date, unless delivery delays are the result of in-route transportation delays, then notification must be provided as soon as possible to inform the BACC Agency of the anticipated delivery date and time. Persistently late deliveries may be used as a basis for contract cancellation. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful Bidder at no cost to the BACC Agency, and must be re-delivered by the Bidder within 48 hours of the unacceptable delivery.

The City of San Leandro will require deliveries of 500 to 1,200 gallons to be made to a satellite pump station located 2.5 miles from the primary delivery location at 3000 Davis Street, San Leandro. The deliveries are seasonal and will occur from April through October with approximately one delivery every two weeks. The City of San Leandro will attempt to coordinate orders so that deliveries to the satellite

pump station can be made at the same time as deliveries to the Wastewater Treatment Plant, although the City will not guarantee that every order from the pump station can be coordinated in this manner. Access at the satellite pump station is easy, and a Plant Operator will always be in attendance. The City will not accept any deviations from the standard price for deliveries to the satellite pump station, so the price must remain the same.

Deliveries made to Central Contra Costa Sanitary District within the Wastewater Treatment Plant located at 5019 Imhoff Place, Martinez are to 5 sites including the Headworks, Primaries, Solids Conditioning Building, Hypo Site 1 and Hypo Site 2.

The Zone 7 Water Agency requires deliveries to be made in single-unit cargo trailers of approximately 3,000 – 5,000 gallon capacity for their Water Treatment facilities. Deliveries to individual well sites will require deliveries of 150 – 1,500 gallons. The location for deliveries to the Zone 7 Water Agency's individual well sites are as follows: Hopyard Well #6: 5997 Parkside Drive, Pleasanton; Stoneridge: 3750 Stoneridge Drive, Pleasanton; Mocho Demineralization: 5215 Stoneridge Drive, Pleasanton; and Chain of Lakes: 2655 El Charro Road, Pleasanton. Any additional costs associated with delivering short loads for the Zone 7 Water Agency must be noted under Specific Deviations on page 38 of the Standard Agreement.

Deliveries made to Alameda County Water District facilities located at 1111 Mowry Avenue, Fremont (Blending Facility) and 6833 Redeker Place, Newark (Newark Desalination Facility) must be coordinated with Treatment Facility Operators between 8:00 a.m. and 4:00 p.m., as these are unmanned facilities.

The Town of Discovery Bay requires deliveries of 500 to 900 gallons to two locations: 1800 Willow Lake Road, and 1800 Newport Drive. The deliveries will occur once or twice per week in the summer, and once or twice a month in the winter. The Town of Discovery Bay normally coordinates their deliveries to the two locations so that both locations receive deliveries at the same time, although the Town of Discovery Bay will not guarantee that every order can be coordinated in this manner. The Town of Discovery Bay will not accept any deviations from the standard price for deliveries to their two locations, so the price must remain the same.

It may not be possible for a representative from the Pleasant Hill Recreation and Park District to be present when chemical deliveries are made. The successful bidder will be issued a key and an alarm code, if necessary, so that deliveries can be made if a representative of Pleasant Hill Recreation and Park District is not present. The delivery locations include a park and a school campus, which are areas open to the public. The successful bidder will be responsible for controlling the area while performing the delivery by properly identifying and barricading all passageways for the protection of the District's staff, students, and the public. All OSHA and other applicable safety rules and regulations must be followed when handling and delivering all pool supplies and chemicals.

South Bayside System Authority (SBSA) will require quarterly deliveries of 2,000 gallons to be made to the Redwood City Pump Station located at 1581 Maple Street, Redwood City, CA 94063. SBSA will

attempt to coordinate orders so that deliveries to the pump station can be made at the same time as deliveries to the Wastewater Treatment Plant located at 1400 Radio Road, Redwood City, CA 94065, although SBSA will not guarantee that every order from the pump station can be coordinated in this manner. SBSA will not accept any deviations from the standard price for deliveries to the pump station, so the price must remain the same. Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries (including holidays, weekends, and night hours) within twenty-four (24) hours after notification. SBSA is located at the end of Radio Road in Redwood City, CA. Access to the treatment plant requires travel through the Redwood Shores Community. In consideration of the residents of the Redwood Shores Community and assurance of a SBSA Operator to oversee the delivery, deliveries must be made between 6:00 am and 3:00 pm.

### **3.8 Force Majeure**

Any Bidder that anticipates a workforce interruption or a production shutdown that could affect delivery of the chemical must fax notifications to all participating BACC Agencies to notify them of the potential interruption in deliveries. A telephone call must also be made to each BACC Agency as a follow-up notification.

### **3.9 Material Safety Data Sheet (MSDS)**

Bidders must submit an MSDS sheet for the product offered with the bid. The successful Bidder must provide an MSDS sheet for the chemical with each delivery.

### **3.10 Payments**

Payments for all chemicals will be made individually by each participating BACC Agency thirty (30) days after receipt of a complete and accurate invoice. BACC itself does not have any legal authority to conduct business and therefore cannot be held responsible for the financial arrangements made between each individual BACC Agency and the successful Bidder. Cash discounts for early remittance of payment must be stated on the invoice, if applicable.

### **3.11 Legislative Impacts**

In the event the legislative body of any BACC Agency fails to appropriate funds for the purchase of the chemical, the respective BACC Agency may terminate such contract without penalty and thereupon be released of further obligation.

### **3.12 Subcontracting**

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of all of the participating BACC Agencies.

### **3.13 Laws and Regulations**

All applicable State of California and Federal laws, City and County ordinances, licenses, and regulations of all participating BACC Agencies having jurisdiction must apply during the contract period.

**3.14 Insurance**

For services requiring the Supplier’s presence on any BACC Agency property, the successful Bidder must acquire and maintain at their expense for the duration of the term of the contract Workers’ Compensation, Employer’s Liability, Commercial General Liability, and Automobile Liability Insurance coverage from insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the participating BACC Agencies, all relating to the Supplier’s services to be performed hereunder covering the Agency’s risks. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, must be as follows:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers’ Compensation Insurance	California Statutory Minimum
Employer’s Liability Insurance	\$1,000,000 per accident, and \$1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	\$1,000,000 per accident for bodily injury and property damage.
Contractor’s Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 policy aggregate.

Prior to commencement of any performance under this contract, the successful Bidder must furnish to each participating BACC Agency an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of commercial general liability and automobile liability insurance coverage endorsements. All policies and/or certificates of insurance must be endorsed to name the respective BACC Agency, their elected officials, officers, employees, agents, and volunteers as additional insured parties.

The successful Bidder must also provide each participating BACC Agency a MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

The successful Bidder hereby agrees to waive subrogation which any insurer of the Bidder may acquire from vendor by virtue of the payment of any loss. Bidder agrees to obtain and provide to each BACC Agency any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency for all work performed by the Bidder, its employees, agents and subcontractors.

The successful Bidder must maintain the required insurance at all times while this contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies must be endorsed to provide the required insurance and must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to each participating BACC Agency. The Certificate of Insurance must have a cancellation statement worded as follows: *“Should any*

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*of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate holder named to the left.”*

#### **4. TERMS AND CONDITIONS**

##### **4.1 Indemnification**

The successful Bidder and their employees, subcontractors, and agents must defend, indemnify, and hold harmless each participating BACC Agency, their elected officials, officers, employees, agents, and volunteers, from any and all claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by an administrative action of any federal, state, or local governmental body or Agency arising out of or incident to any acts, errors, omissions, or willful misconduct of the successful Bidder, its personnel, employees, agents, or subcontractors in the performance of services described in this Request for Bids. This indemnification includes, without limitation the payment of all penalties, fines, judgments, awards, decrees, attorney’s fees, and related costs or expenses, and the reimbursement of any BACC Agency, its elected officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them. The successful Bidder’s obligation to indemnify must be not restricted to insurance proceeds, if any, received by any BACC Agency, its elected officials, officers, employees, agents, and volunteers.

##### **4.2 Disputes**

When claims cannot be resolved between the parties, claims of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less must be resolved pursuant to the provisions of Public Contract Code Section 20104. Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between a BACC Agency and the successful Bidder that are not resolved between the BACC Agency and the Bidder, and are not governed by Public Contract Code 20102, must be decided by a court of competent jurisdiction unless arbitration is mutually agreeable to both parties. Should either party to the Contract bring legal action against the other, the case must be handled in the California County where the BACC Agency is located.

##### **4.3 Attorney’s Fees**

In the event an action is commenced by a party to this contract against the other to enforce its rights and/or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, must be entitled to recover all statutory costs, plus reasonable attorney’s fees.

##### **4.4 Equal Opportunity**

The successful Bidder must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the Americans with

Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request, by any BACC Agency.

#### **4.5 Modification of Contract**

This contract may not be modified, altered, or amended except by the mutual written agreement of the respective BACC Agency and the successful Bidder.

#### **4.6 Common Language**

Unless otherwise specified in this document, all words must have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

#### **4.7 Proprietary Information**

All information included in any bid proposal that is of a propriety nature must be **clearly** marked as such. Each BACC Agency must be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Bidder.

#### **4.8 Patent Guarantee**

The Bidder must, with respect to any Bidder's standard manufacture, indemnify and hold harmless each participating BACC Agency, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that the Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense of the BACC Agencies.

#### **4.9 Quality Control**

The chemical may be tested and inspected to confirm compliance with all specifications. If, upon inspection for conformance to the requirements of this specification, deficiencies are detected, the chemical will be rejected and the Bidder will be required to make the necessary adjustments or replacements at the Bidder's expense. Payment will not be made until the defects are corrected and the chemical is re-inspected and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

#### **4.10 Term of Contract**

The term of the contract will be twelve (12) months commencing July 1, 2013, and expiring June 30, 2014, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC Agency and the successful Bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC Agency and the successful Bidder.

**4.11 Good Faith Bidding and Contracting**

The participating BACC Agencies listed on this bid solicitation are bidding in good faith and have agreed not to extend an existing bid in lieu of contracting with the lowest responsive Bidder. However, nothing in this bid solicitation shall prevent a BACC Agency from rejecting all bids and separately procuring the services they require, if deemed in the best interest of their respective Agency.

**4.12 Termination of Contract**

Any BACC Agency may terminate their contract with the successful Bidder for any reason by providing the Bidder written notice of termination, and specifying the effective date thereof, at least thirty (30) days before the effective date. Termination of the contract by one BACC Agency does not affect the contractual relationship between the successful Bidder and any other BACC Agency.

**4.13 Termination for Cause**

In the event of a breach of any term or provision of this contract by the Bidder, a BACC Agency may terminate this contract with respect to supply of chemicals for that Agency by providing the Bidder with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date. Termination of the contract by one BACC Agency does not affect the contractual relationship between the successful Bidder and any other BACC Agency.

**4.14 Effect of Termination**

Any termination by a BACC Agency, with or without cause, must not affect the validity of the contract between the Bidder and any other BACC Agency, nor must such action affect any rights, remedies, or obligations of the Bidder or any other BACC Agency.

**4.15 Assignment**

Bidder must under no circumstances assign the contract without the prior written consent of each participating BACC Agency. Any assignment, or attempt at assignment, made without such consent of each participating BACC Agency may be considered a breach of contract.

**4.16 Competitiveness and Integrity**

The participating BACC Agencies have assigned control of the acquisition process to the BACC coordinating Agency identified in the *Notice Inviting Sealed Bids* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this bid to the designated BACC coordinating agency, unless otherwise specifically noted, or unless approved in writing by the BACC coordinating Agency. Attempts by Bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending Bidder's offer. The BACC coordinating Agency may refer communications to other participating BACC agencies for clarification.

**PRODUCT TECHNICAL SPECIFICATIONS**

**12.5 % SODIUM HYPOCHLORITE FOR BOTH **POTABLE** AND **NON-POTABLE** USES**

1. Chemical and Physical Properties:

All sodium hypochlorite supplied under the contract must conform to the American Water Works Association (AWWA) Standard for Hypochlorite, the American National Standards Institute/National Sanitation Foundation 60-2005 (ANSI/NSF 60), and must be equal in quality to the standards prescribed by the AWWA Specifications Number B300 for Hypochlorite, except as modified or supplemented herein. NSF 60 certification for the chemical works of origin for product is required at submission of bid. Bill of lading must clearly identify product delivered to be NSF 60 certified by stamp or type written statement – no handwritten notation will be accepted. Failure to provide clear identification of NSF product will result in rejection of the load at no cost to the BACC Agency.

2. Disclaimer: The sodium hypochlorite must contain nothing that will adversely affect the public water supply or be injurious to typical sodium hypochlorite feeding equipment.

3. Documentation: The successful Supplier must provide documentation as specified and required under Title 22, California Code of Regulations, Chapter 16, Article 7, §64590, prior to the start of the contract for the sodium hypochlorite.

4. General Specifications:

Specific Gravity at 20°C	1.2 minimum, 1.26 maximum
Available Chlorine	12.5% minimum
Available Chlorine	125 grams/Liter minimum
Sodium Hypochlorite, % (by wt)	14.7% maximum
Free Alkali (as NaOH)	0.35% minimum, 0.5% maximum
Age of Product at Delivery	3 days maximum
Weight Percent NaOCl	12% minimum, 16% maximum
Weight Percent NaOH	0.86 maximum
Free of Visible Sediment	

Sodium hypochlorite should be stored at temperatures below 20° C prior to delivery.

5. Contaminant Concentration Limits:

Iron	<0.1mg/L	Nickel (Ni <sup>+2</sup> )	<0.1 mg/L
Copper (Cu <sup>+2</sup> )	<0.1 mg/L	Cobalt	<0.1 mg/L
Mercury	<0.05 mg/L	Chlorate	<1,500 mg/L
Carbon tetrachlorite	<0.014 mg/L	Chloromethane	<0.010 mg/L

6. Filtration Limitations: 100 ml of the sodium hypochlorite product supplied under this contract must pass through a 0.8 micron filter (Millipore, Type AA) under vacuum (25 inches Hg) within 30 minutes. Plant staff may conduct this test prior to accepting a delivery.

7. Laboratory Analysis:

a) A laboratory report must be submitted for each sodium hypochlorite delivery. This analysis must include the date of manufacture of the load delivered, and must contact the following data:

Active chlorine: Percent by weight and pounds per gallon.

Excess NaOH: Percent by weight and pounds per gallon.

Excess Na<sub>2</sub>CO<sub>3</sub>: Percent by weight and pounds per gallon.

- b) Once per year, and whenever there is any major change in manufacturing process, the Supplier shall provide a laboratory analytical report for all analyses except chlorate listed in item
  - c) If the analytical report indicates the product exceeds one or more specifications for metals then an analytical report shall be included with each delivery until the deficiency is corrected.
8. Liquid sodium hypochlorite supplied under this contract shall not cause excessive scaling of feed lines when combined with carriage water. Excessive scaling is defined as plugging of, or precipitation in, the chlorine solution lines that causes disruption of flow. The liquid sodium hypochlorite shall be free from contaminating substances which could interfere with normal operation of BACC Agency facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

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**SPECIAL TECHNICAL SPECIFICATIONS**  
**Applies only to**  
**CONTRA COSTA WATER DISTRICT**  
**LIQUID SODIUM HYPOCHLORITE (12.5%)**

**THE REQUIREMENT**

Under this schedule, the Contractor must furnish Liquid Sodium Hypochlorite 12.5% F.O.B. destination in accordance with the current version of the American Water Works Association's Standard B-300 for Hypochlorite, except as modified or supplemental herein. NSF 60 certification for the chemical works of origin for product is required at submission of bid. Bill of lading must clearly identify product delivered to be NSF 60 certified by stamp or type written statement – no handwritten notation will be accepted. Failure to provide clear identification of NSF product will result in rejection of the load at no cost to the District.

**DELIVERY REQUIREMENTS**

**Placement of Orders**

Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries (including holidays, weekends, and night hours) within twenty-four (24) hours after notification.

With the exception of emergency deliveries, all deliveries shall be made weekdays between the hours of 7:00 am to 2:00 pm. The W.T. Superintendent (or a designated representative) must approve any exception to this requirement prior to the delivery.

**Safety Requirements**

The truck driver/delivery technician shall provide and wear the necessary personal protection equipment as specified on the Material Safety Data Sheets (MSDS) for the product being delivered. The contractor, 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 (OSHA) safety standards while on the premises. Furnished equipment, materials, and/or services, must comply with all OSHA standards and regulations, and also all applicable government laws and orders. We reserve the right to refuse any shipment which cannot be unloaded using safe and proper technique. Any such refusal will result in the return of the product at the contractor's sole expense.

**Spillage**

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies that would most commonly be expected to occur. This District reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Plant Operator. The Contractor will be responsible at no charge to the District for immediate clean-up, containment, disposal, and the restoration of the affected area back to original condition prior to the incident. These activities will be conducted in accordance with all applicable laws and regulations. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill and properly dispose of material, and the cost for such service and any fines or penalties which may be imposed by regulating agencies will be charged to Contractor and deducted from amounts due to the Contractor.

#### **Condition of Cargo Containers and Equipment**

The tanks or trailers shall be clean and free of residue from previous loads which might contaminate the product. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. The District may reject a load if the equipment is not properly clean. The Contractor shall furnish a District-approved, leak-free connection device between his pumper and the District's intake receptacle.

The District requires the Contractor to provide all off-load connectors. The off-load connectors are 2" (two inch) camlock at all treatment plants listed below. Contractors must provide and use wheel chocks when unloading product.

#### **Delivery Locations**

1. One (1) 2,000 gallon tank, Pinehollow Pump Station, Grasswood Court, Concord, California
2. Three (3) 24, 000 gallon tanks, Bollman Water Treatment Plant, 2015 Bates Avenue, Concord, California
3. Two (2) 15,000 gallon tanks, Brentwood Water Treatment Plant, 3760 Neroly Road, Oakley, California

#### **Sampling and Testing**

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and in accordance with the document titled, "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, Sodium Carbonate, and Sodium Chlorate in Liquid Bleach" distributed by Powell Fabrication and Manufacturing, Inc.

The Contractor's delivery personnel (driver) must collect a sample of Liquid Sodium Hypochlorite before the shipment is unloaded. In this case, the District will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the District. The sample shall be considered representative of the lot.

The District reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to ensure that it meets these specifications. If the Liquid Sodium Hypochlorite does not meet specifications, the District has the option of requiring the Contractor to remove and replace any and all rejected Liquid

Sodium Hypochlorite within 24 hours of notification. No payment shall be made for Liquid Sodium Hypochlorite that is rejected.

Any lot tested by the District that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for cancellation of the contract.

**Specifications of Material**

Liquid Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals. NSF certification for the chemical works of origin for product must be provided with submission of bid. NSF 60 certification for the chemical works of origin for product must be provided for product that is purchased from any other source other than originally submitted. Bill of lading must clearly identify that product delivered is NSF 60 certified. If delivered product is not clearly identified as NSF 60 certified, delivery will be refused at no cost to the District. It is the responsibility of the supplier to inform the District that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

Hypochlorite delivered under this contract shall have a minimum of 12 percent and a maximum of 16 weight percent NaOCl.

Hypochlorite delivered under this contract shall have a minimum of 1.19 and a maximum of 1.26 specific gravity at 20 degrees C.

Hypochlorite delivered under this contract shall have a maximum of 0.86 weight percent NaOH.

Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Iron	< 0.1 mg/L
Copper (Cu <sup>+2</sup> )	< 0.1 mg/L
Mercury	< 0.05 mg/L
Nickel (Ni <sup>+2</sup> )	< 0.1 mg/L
Cobalt	< 0.1 mg/L
Chlorate	< 1,500 mg/L
Carbon tetrachlorite	< 0.014 mg/L
Chloromethane	< 0.010 mg/L

Hypochlorite delivered under this contract shall be no older than three (3) days at the time of the delivery.

Hypochlorite supplied under this contract shall be free of visible sediment.

Hypochlorite supplied under this contract shall not cause excessive scaling feed lines when combined with carriage water. Excessive scaling is defined as plugging of, or precipitation in, the chlorine solution lines that causes disruption of flow.

Liquid Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals. NSF certification for the chemical works of origin for product must be provided with submission of bid. NSF 60 certification for the chemical works of origin for product must be provided for product that is purchased from any other source other than originally submitted. Bill of lading must clearly identify that product delivered is NSF 60 certified. If delivered product is not clearly identified as NSF 60 certified, delivery will be refused at no cost to the District. It is the responsibility of the supplier to inform the District that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

#### **Certified Laboratory Report**

A certified laboratory report detailing the specified constituent data will only be required upon award of bid to demonstrate typical containment levels in delivered product and one additional time during the 12 (twelve) month contract period if requested by the District. The District reserves the right to have the product tested at District expense from any delivered load. Any occurrence of delivered product exceeding the specified containment concentration limits shall be grounds for termination of the agreement with the provider.

A certificate of analysis is still required for every delivered load. This certificate of analysis shall include, at minimum, the following information:

Product certified  
Percentage (by weight) Sodium Hypochlorite  
Specific Gravity @ 20 degrees Celsius  
Lot code or designation  
Bill of Lading number  
Signature of certifying official  
Date of certification

No deliveries will be accepted by the District unless accompanied by said certified laboratory report for the specific batch or lot of chemical delivered shown that the specifications listed.

Charges for the certified laboratory report shall be included in the bid price.

**Weighmasters Certificates**

The Supplier will provide weighmaster certificates for all loads. Any split deliveries between treatment plants requires weighmaster certificates for each delivery location. Additional costs incurred for the separate weighmaster certificates for split loads must be submitted at time of bid.

**Rejection of Deliveries**

The District reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated and must be re-delivered by the Contractor within 48 hours of the unacceptable delivery. Any departure from bid specifications must have prior approval by Contra Costa Water District in writing.

The rejection includes reimbursement of the District by the Supplier, or replacement free of charge, of any bulk delivery so rejected.

**Security**

The contractor shall provide at minimum the driver's name and driver's license number prior to all deliveries. The truck driver will be required to provide photo identification and a bill of lading for chemical being delivered before entering the plant site. The District has the right to search any vehicle or truck or any suspicious looking packages. Failure to provide the required information and/or search of vehicle or packages is suspicious, entry will not be allowed until security measures are satisfied.

In addition, the certificate of analysis (where applicable), bill of lading, and photo identification must be approved by plant operator prior to off-load.

There shall be no charges to the District for any delays in off-loading of chemical or refusal of shipment for security reasons.

**INDEMNIFICATION**

The contractor shall indemnify, hold harmless and defend the Contra Costa Water District (CCWD), and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD, the contractor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The contractor's obligations under the preceding sentence shall apply regardless of whether CCWD or any of its officers, directors, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the active negligence or by the willful misconduct of the CCWD. If contractor should subcontract all or any portion of the work to be performed under this agreement, contractor shall require each subcontractor to indemnify, hold harmless, and defend the CCWD, its officers, Directors, officials, employees, volunteers and agents in accordance with the terms of the preceding paragraph.

**INSURANCE**

The District has recently initiated a new insurance compliance program. This program requires all companies providing products and services to the District to have in place insurance coverage prior to the issuance of any contract. These insurance levels are described on the individual chemical specifications. Once the low bid or most responsive response has been established, that vendor will have until June 1, 2013 to provide all required insurance documents per the samples provided. Failure to provide this insurance documentation will result in the District considering this bid or response to be non-responsive. Insurance questions can be directed to the Purchasing Officer at the 925-688-8011.

The contractor shall provide proof of insurance, in amounts not less than those specified:

- Comprehensive General Liability - \$5,000,000 per occurrence for Bodily Injury and Property Damage, including Products Liability
- Workers' Compensation - Statutory coverage including \$1,000,000 Employers' Liability
- Commercial Auto Liability - \$5,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Trucking insurance including loading and unloading operations must be covered.

*Please note* that in addition to the certificate of insurance, an endorsement(s) must be provided to show that insurance of the contractor is primary, to name the Contra Costa Water District, its officers, agents, and employees as "Additional Insured" for all insurance policies except the Workers' Compensation insurance policy and to provide the District with thirty days written notice in the event of cancellation of the contractor's insurance. The certificate of insurance shall specify all operations of the contractor.

**BILLING INFORMATION**

The Supplier shall include shipping date, bill of lading number, quantity in gallons, unit price, and extension on all invoices. Any applicable taxes or fees must be included in the quoted bid price. Applicable taxes or fees can be separated out from the total invoice however tax and/or fees plus the billed unit price must be equal to the quoted bid price.

Our calculations for billing purposes for Liquid Sodium Hypochlorite are as follows:  
(Weight/gallon of Sodium Hypo) (Unit price per weight/gallon) = price for load

Payments for all products will be made according to the District's terms after receipt of a complete and accurate invoice.

**INFORMATION REQUIRED OF SUPPLIER**

The supplier must submit with the bid to the District, the following information:

- A. Business Manager
  1. Address
  2. Telephone Number(s)
  3. Normal Business Hours
  4. Email address

- B. Ordering Information
  1. Telephone Number(s)
    - a. During normal business hours
    - b. After hours
  2. Normal Business Hours
  3. Contact Person(s) and email address if available
- C. Chemical Emergency Assistance (24 hours/7 days a week)
  1. Telephone Numbers(s)
  2. Contact Person(s)
- D. MSDS Sheets
- E. Current NSF 60 certification for the chemical works of origin for product.

**OPTIONAL 12 MONTH EXTENSION:**

Acceptance of second year pricing (12 month extension) is at the sole discretion of the District. Vendor must provide the following items before first delivery of product under the second year option:

- NSF 60 Certification for the chemical works of origin for product
- All required insurance documents.
- Business Manager Contact Information, if changed.
- Ordering Contact Information, if changed.
- Product Guarantee letter from Supplier (Fluoride only)

**SPECIAL TECHNICAL SPECIFICATIONS**  
**Applies only to**  
**ZONE 7 WATER AGENCY**  
**LIQUID SODIUM HYPOCHLORITE (12.5%)**

**1. Product**

- a. Liquid Sodium Hypochlorite shall conform to the current version of the American Water Works Association’s Standard for Liquid Sodium Hypochlorite B300-10, except, as modified or supplemented herein.
- b. Liquid Sodium Hypochlorite supplied shall be tested and certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals - Health Effects. The NSF certification for the products bid must be current on the date of bid submittal.
- c. It is the responsibility of the vendor to inform the District (within 24 hrs, from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the contract.
- d. Registered with the USEPA under the federal insecticide, fungicide & rodenticide (FIFRA)
- e. Billing defined as delivery gallons of 12.5 % \* unit price.

**2. Certificate of Analysis**

- a. A certificate of analysis from a certified laboratory shall be submitted for each liquid Sodium hypochlorite delivery to the District. This report shall contain the following:

	Specification
• Date of manufacture	
• Date of delivery	
• Shipper ID	
• Specific Gravity	
• Density @ 60°	lbs/gal
• Insoluble Matter	<0.15% by weight
• Available Chlorine	>120 grams per Liter
• Total free alkali (expressed as NaOH)	<1.5% by weight

No deliveries will be accepted by the District unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered and the quality specifications listed in the bid contract documents are met.

- b. Charges for certificate of analysis from a certified laboratory shall be included in the bid price.
- c. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load. A certificate of analysis that does not meet AWWA Standard B300-10 shall be cause to reject the load.
- d. One 200 mL sample of the delivered product shall be provided by the vendor at the time of each delivery **if** requested by Zone 7 either when the order is placed or at the time of delivery. In order to ensure these samples are representative of the chemicals being delivered, the samples shall be drawn from the delivery truck at the time of delivery.

**3. Delivery**

- a. The Contractor shall make deliveries in single-unit cargo trailers of approximately 2,000 to 5,000 gallon capacity for the Water Treatment facilities. The individual well sites will require deliveries from 150 to 1,500 gallons.
- b. The Contractor shall make deliveries between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday. If the Contractor for any reason cannot make the delivery during the above stated hours, the Contractor shall notify the District and an alternate time may be arranged at the discretion of the District.

**4. Placement of Orders**

The Contractor shall deliver the product within four (4) days of the District placing the order. The Contractor shall then arrange for delivery during acceptable hours, as stated in the paragraph above. The operator placing the order will indicate where to deliver the product at the time the delivery is placed.

**BAY AREA CHEMICAL CONSORTIUM**  
**ESTIMATED ANNUAL QUANTITIES FOR BID NO. 01-2013**  
**12.5% SODIUM HYPOCHLORITE**

Geographic Area	<b>Water</b> Treatment Applications Estimated Annual Quantity (Gallons)	<b>Wastewater</b> Treatment Applications Estimated Annual Quantity (Gallons)
<b>North Bay Agencies:</b>		
Central Contra Costa Sanitary District		400,000
Contra Costa Water District	215,200	
Pleasant Hill Recreation and Park District	12,800	
Ironhouse Sanitary District		4,000
Rodeo Sanitary District		52,000
Town of Discovery Bay Community Services District	45,000	
West County Wastewater District		300,000
<b>East Bay Agencies:</b>		
Alameda County Water District	323,810	
City of Hayward		130,000
City of Morgan Hill	10,800	
City of San Jose		600,000
City San Leandro		150,000
Oro Loma Sanitary District		187,000
Union Sanitary District		810,000
<b>Tri-Valley Agencies:</b>		
City of Livermore		260,000
City of Pleasanton	2,500	
Dublin San Ramon Services District	60,000	290,000
Zone 7 Water Agency	229,500	
<b>Peninsula Agencies:</b>		
City of Burlingame		105,000
City of San Mateo		324,000
City of South San Francisco	244,400	
North San Mateo County Sanitation District	15,600	141,000
South Bayside System Authority		313,000
<b>Marin-Sonoma Agencies</b>		
City of Mill Valley (SASM)		24,000

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<b>Central Valley Agencies</b>		
City of Fresno		102,344
<b>Totals:</b>	<b>1,159,610</b>	<b>4,192,344</b>

**GRAND TOTAL ESTIMATED ANNUAL QUANTITY:      ± 5,351,954 Gallons**

**BAY AREA CHEMICAL CONSORTIUM**  
**DELIVERY DETAILS FOR BID NO. 01-2013**  
**12.5% Sodium Hypochlorite**

<b>Geographic Area</b>	<b>Delivery Location</b>	<b>Frequency of Deliveries</b>	<b>Desired Application for 12.5% Sodium Hypochlorite</b>	<b>Typical Delivery Size (Gallons)</b>
<b>North Bay Agencies:</b>				
Central Contra Costa Sanitary District	5019 Imhoff Place, Martinez	2 times per week	Wastewater Treatment Application	5,000
Contra Costa Water District	2015 Bates Ave, Concord	±3 times per week	Water Treatment Application	4,500 – 5,000
	Grasswood Court, Concord	1 time per year	Water Treatment Application	200
	3760 Neroly Road, Oakley	±7 times from Jul-Nov	Water Treatment Application	4,500 – 5,000
Pleasant Hill Recreation and Park District	147 Gregory Lane, Pleasant Hill	Every 3 weeks (May-Sep) Every 6-8 weeks (Oct-Apr)	Water Treatment Application	635
	1 Santa Barbara Road, Pleasant Hill	Every 3 weeks (May-Sep) Every 4-6 weeks (Oct-Apr)	Water Treatment Application	425
Ironhouse Sanitary District	450 Walnut Meadows Drive Oakley	Quarterly	Wastewater Treatment Application	660 (2 – 330 gal totes)
Rodeo Sanitary District	800 San Pablo Ave, Rodeo	1 time every 2 weeks	Wastewater Treatment Application	2,000
Town of Discovery Bay Community Services District	1800 Willow Lake Road, Discovery Bay	1 – 2 times per week-summer 1 -2 times per month-fall and winter	Water Treatment Application	500 - 900
	1800 Newport Drive, Discovery Bay	1 – 2 times per week-summer 1 -2 times per month-fall and winter	Water Treatment Application	500 - 900
West County Wastewater District	2377 Garden Tract Road, Richmond	Every 6 – 10 days	Wastewater Treatment Application	5,000

<b>East Bay Agencies:</b>				
Alameda County Water District	Mission San Jose Water Treatment Plant – 42500 Vargas Rd., Fremont	Monthly	Water Treatment Application	4,000
	Blending Facility – 1111 Mowry Avenue, Fremont	1 time every 2 weeks	Water Treatment Application	4,000
	Water Treatment Plant No. 2 – 42436 Mission Blvd., Fremont	1 to 2 deliveries per week	Water Treatment Application	4,000
	Newark Desalination Facility – 6833 Redeker Place, Newark	1 time every 2 weeks	Water Treatment Application	3,000
City of Hayward	3700 Enterprise Avenue, Hayward	1 time every 2 weeks	Wastewater Treatment Application	10,000
City of Morgan Hill	100 Edes Court, Morgan Hill	Bi-weekly Summer Delivery (1,300 gallons) Winter Delivery (425 gallons)	Water Treatment Application	8-12 drums (55 gallon drums containing 53 gallons)
City of San Jose	700 Los Esteros Road, San Jose	10 times per month	Wastewater Treatment Application	5,000
City of San Leandro	3000 Davis St, San Leandro – Primary	1 time every 10 days	Wastewater Treatment Application	5,000
	Satellite Station 2.5 miles south from primary address	1 times every 2 weeks from Apr-Oct	Wastewater Treatment Application	500 – 1,200
Oro Loma Sanitary District	2600 Grant Avenue, San Lorenzo	1 time per week	Wastewater Treatment Application	3,600
Union Sanitary District	5072 Benson Road, Union City	12 – 15 times per month	Wastewater Treatment Application	5,000
<b>Tri-Valley Agencies:</b>				
City of Livermore	101 W. Jack London Blvd, Livermore	1 time per week	Wastewater Treatment Application	5,000
City of Pleasanton	7399 Johnson Drive, Pleasanton	1 delivery per year	Water Treatment Application	2,500
Dublin San Ramon Services District	7399 Johnson Drive, Pleasanton	4 - 5 times per month	Wastewater Treatment Application	5,000
	7399 Johnson Drive, Pleasanton	1 time per month	Water Treatment Application	4,500
Zone 7 Water Agency	601 E. Vallecitos Road, Livermore	4 – 6 times per month	Water Treatment Application	5,000

Zone 7 Water Agency	8750 Patterson Pass Road, Livermore	1 – 2 times per month	Water Treatment Application	5,000
	5997 Parkside Drive, Pleasanton	Varies with well usage	Water Treatment Application	150 – 1,500
	3750 Stoneridge Drive, Pleasanton	Varies with well usage	Water Treatment Application	150 – 1,500
	2655 El Charro Road, Pleasanton	Varies with well usage	Water Treatment Application	150 – 1,500
	5215 Stoneridge Drive, Pleasanton	Varies with well usage	Water Treatment Application	150 – 1,500
<b>Peninsula Agencies:</b>				
City of Burlingame	1103 Airport Blvd, Burlingame	Every other week	Wastewater Application	5,000
City of San Mateo	2050 Detroit Drive, San Mateo	1 time per week in dry weather; 1 – 2 times per week in wet weather	Wastewater Treatment Application	4,000 – 5,000
City of South San Francisco	195 Belle Air Road, South San Francisco	1 time per week	Water Treatment Application	4,700
North San Mateo County Sanitation District	153 Lake Merced Blvd, Daly City	30 loads per year	Wastewater Treatment Application	4,700
	790 Niantic Ave, Daly City	1 time per week	Water Treatment Application	600
South Bayside System Authority	1400 Radio Road, Redwood City	Every 2 weeks	Wastewater Treatment Application	4,500
	1585 Maple Street, Redwood City	Quarterly	Wastewater Treatment Application	2,000
<b>Marin-Sonoma Agencies:</b>				
City of Mill Valley (SASM)	450 Sycamore Avenue, Mill Valley	1 time per month	Wastewater Treatment Application	2,000
<b>Central Valley Agencies:</b>				
City of Fresno	5607 W. Jensen Avenue, Fresno	1-4 times per month	Wastewater Treatment Application	4,800
	1600 E. Cooper Avenue, Fresno	Monthly for 9 months per year	Wastewater Treatment Application	500

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**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST**

**Alameda County Water District**

Attn: Jerry Bretag, Purchasing Officer  
43885 South Grimmer Blvd.  
Fremont, CA 94538  
Phone: (925) 668-4290

**Central Contra Costa Sanitary District**

Attn: Stephanie King, Purchasing Manager  
5019 Imhoff Place  
Martinez, CA 94553-4392  
Phone: (925) 229-7307

**City of Burlingame**

Attn: Bill Toci, WWTP Manager  
1103 Airport Boulevard  
Burlingame, CA 94010  
Phone: (650) 342-3727

**City of Fresno**

Attn: Laura Rapp  
2101 "G" Street, Building A  
Fresno, CA 93706  
Phone: (559) 621-1169

**City of Hayward****Water Pollution Control Plant**

Attn: Ray Busch, Water Pollution Control Facility  
Manager  
3700 Enterprise Avenue  
Hayward, CA 94545  
Phone: (510) 293-5393 or (510) 293-5395

**City of Livermore****Attn: Hugh Logan, Operations Manager**

101 West Jack London Blvd.  
Livermore, CA 94551  
Phone: (925) 960-8100

**City of Mill Valley****Sewerage Agency of Southern Marin**

Attn: Stephen Danehy, General Manager  
450 Sycamore Avenue  
Mill Valley, CA 94594-2232  
Phone: (415) 388-2401 Ext 16

**City of Morgan Hill**

Attn: Jimmy Forbis, Utilities Business Manager  
100 Edes Court  
Morgan Hill, CA 95037  
Phone: (408) 310-4178

**City of Pleasanton****Operations Services Center**

Attn: Dan Martin, Utilities Superintendent  
3333 Busch Road  
P.O. Box 520  
Pleasanton, CA 94566-0802  
Phone: (925) 931-5523

**City of San Jose/Santa Clara Water Pollution Control  
Plant**

Attn: Joanna De Sa, Division Manager Plant Operations  
700 Los Esteros Road  
San Jose, CA 945134  
Phone: (408) 945-5356

**City of San Leandro****Water Pollution Control Plant**

Attn: Dean Wilson, Plant Manager  
3000 Davis Street  
San Leandro, CA 94577  
Phone: (510) 577-6030

**City of San Mateo****Wastewater Treatment Plant**

Attn: Howard Cin, Shift Supervisor  
2050 Detroit Drive  
San Mateo, CA 94404  
Phone: (650) 522-7380

**City of South San Francisco**

**Water Quality Control Plant**

Attn: Ken Navarre, Assistant Superintendent  
 195 Belle Air Road  
 South San Francisco, CA 94080  
 Phone: (650) 829-3843

**Rodeo Sanitary District**

Attn: Jim Petalio, Grade IV Operator  
 800 San Pablo Avenue  
 Rodeo, CA 94572  
 Phone: (510) 799-2970

**Contra Costa Water District**

**Attn: Doug Anderson, Purchasing Officer**

1331 Concord Avenue  
 Concord, CA 94520-4907  
 Phone: (925) 688-8011

**South Bayside System Authority**

Attn: Monte Hamamoto, Wastewater Superintendent  
 1400 Radio Road  
 Redwood City, CA 94065-1220  
 Phone: (650) 832-6266

**Dublin San Ramon Services District**

**Wastewater Treatment Plant**

Attn: Louanne Ivy, Administrative Analyst  
 7399 Johnson Drive  
 Pleasanton, CA 94588  
 Phone: (925) 875-2398

**Town of Discovery Bay Community Services District**

Attn: Virgil Koehne, Water & Wastewater Manager  
 1800 Willow Lake Road  
 Discovery Bay, CA 94505-9376  
 Phone: (925) 634-1733

**Ironhouse Sanitary District**

Attn: Marc Haefke, Plant Operations Superintendent  
 450 Walnut Meadows Drive  
 Oakley, CA 94561  
 (925) 625-2279

**Union Sanitary District**

Attn: Roslyn Fuller, Procurement Agent  
 5072 Benson Road  
 Union City, CA 94587-2508  
 Phone: (510) 447-7526

**North San Mateo County Sanitation District (Daly City)**

Attn: Kevin Brown, Chief Plant Operator  
 153 Lake Merced Blvd.  
 Daly City, CA 94015  
 Phone (650) 991-8204

**West County Wastewater District**

Attn: Paul R. Stoval  
 2910 Hilltop Drive  
 Richmond, CA 94806  
 Phone: (510) 222-6700

**Oro Loma Sanitary District**

Attn: Paul Zolfarelli, Director of Water Quality Services  
 2655 Grant Avenue  
 San Lorenzo, CA 94580-1838  
 Phone: (510) 276-4700

**Zone 7 Water Agency**

Attn: Karen Bartels, Buyer II  
 100 North Canyons Parkway  
 Livermore, CA 94551  
 Phone: (925) 454-5039

**Pleasant Hill Recreation and Park District**

Attn: Korey Riley, Aquatics Supervisor II  
 147 Gregory Lane  
 Pleasant Hill, CA 94523.  
 Phone: (925) 682-0896 Ext. 617

**All of the following pages must be properly completed and submitted  
for the bid to be considered complete.**

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**STANDARD AGREEMENT, PAGE 1 OF 2**  
**BAY AREA CHEMICAL CONSORTIUM**  
**BID NO. 01-2013**  
**SUPPLY AND DELIVERY OF 12.5% SODIUM HYPOCHLORITE**

Bay Area Chemical Consortium (BACC)  
c/o Dublin San Ramon Services District  
Regional Wastewater Treatment Facility  
7399 Johnson Drive  
Pleasanton, CA 94588

Dear Sirs:

I hereby agree to furnish 12.5% sodium hypochlorite identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER \_\_\_\_\_ THROUGH \_\_\_\_\_.**

SPECIFIC DEVIATIONS (if applicable):

**STANDARD AGREEMENT, PAGE 2 OF 2**  
**BIDDER INFORMATION**

1. Legal Name of Bidder:  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Bidder's Street Address:  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Mailing Address:  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
5. Type of Supplier:  
 Sole Proprietor                       Partnership                       Corporation  
 If Corporation, indicate State where incorporated: \_\_\_\_\_
6. Business License Number issued by the City where the Supplier's principal place of business is located.  
 Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
7. Supplier Federal Tax Identification Number: \_\_\_\_\_
8. Emergency Contact:    Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_
9. Order Contact:            Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email: \_\_\_\_\_
10. References:
 

<u>Company/Agency Name</u>	<u>Contact Name</u>	<u>Phone Number</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

**Non-Collusion Affidavit  
To Be Executed By Bidder and Submitted With Bid**

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
(Contractor's Authorized Representative)

\_\_\_\_\_ of \_\_\_\_\_ the party making the  
(Title of Representative) (Contractor's Name)

Foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature of: President, Secretary,  
Manager, Owner, or Representative

Subscribed and sworn to before me this, \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Signature of Notary Public In and For

The County of \_\_\_\_\_,

State of \_\_\_\_\_

**All Signatures Must Be Witnessed By Notary**

**BAY AREA CHEMICAL CONSORTIUM  
BID FORM FOR BID NO. 01-2013, PAGE 1 OF 2**

Sealed bids must be enclosed in an envelope clearly marked:  
  
**“BID FOR 12.5% SODIUM HYPOCHLORITE BACC BID NO. 01-2013”**  
  
And delivered to:  
  
Louanne Ivy  
Administrative Analyst – Operations  
Dublin San Ramon Services District  
Regional Wastewater Treatment Facility  
7399 Johnson Drive  
Pleasanton, CA 94588  
  
No later than 9:00 A.M. PDT  
Wednesday, April 17, 2013

Business Name: \_\_\_\_\_  
  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone Number: \_\_\_\_\_  
  
Facsimile Number: \_\_\_\_\_  
  
Email Address: \_\_\_\_\_  
  
Authorized Representative (Please Print): \_\_\_\_\_  
  
Date: \_\_\_\_\_

**I. All costs except California State sales tax for the purchase of 12.5% sodium hypochlorite must be included in the amount shown below on this Bid Form, including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids in \$/gallon.**

**BACC Agencies: North Bay Locations**  
**Central Contra Costa Sanitary District, Contra Costa Water District, Pleasant Hill Recreation and Park District, Ironhouse Sanitary District, Rodeo Sanitary District, Town of Discovery Bay Community Services District, and West County Wastewater District**  
Unit Price for 12.5% Sodium Hypochlorite: \$\_\_\_\_\_/gallon

**BACC Agencies: East Bay Locations**  
**Alameda County Water District, City of Hayward, City of Morgan Hill, City of San Jose, City of San Leandro, Oro Loma Sanitary District, and Union Sanitary District**  
Unit Price for 12.5% Sodium Hypochlorite: \$\_\_\_\_\_/gallon

**BACC Agencies: Tri-Valley Locations**  
**City of Livermore, City of Pleasanton, Dublin San Ramon Services District, and Zone 7 Water Agency**  
Unit Price for 12.5% Sodium Hypochlorite: \$\_\_\_\_\_/gallon

