

**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF
WATER AND WASTEWATER TREATMENT POLYMERS
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 10-2013**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of water and wastewater treatment polymers. 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.

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BAY AREA CHEMICAL CONSORTIUM

**REQUEST FOR BID
BID NO. 10-2012**

**FOR SUPPLY AND DELIVERY OF
WATER AND WASTEWATER TREATMENT POLYMERS**

**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@dsrsd.com

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**BAY AREA CHEMICAL CONSORTIUM
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF
WATER AND WASTEWATER TREATMENT POLYMERS
BID NO. 10-2013**

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:

CENTRAL CONTRA COSTA SANITARY DISTRICT, a special district
CITY OF BURLINGAME, a municipal corporation
CITY OF FRESNO, a municipal corporation
CITY OF LIVERMORE, a municipal corporation
CITY OF MILL VALLEY (Sewerage Agency of Southern Marin), a municipal corporation
CITY OF SAN LEANDRO, a municipal corporation
CITY OF SOUTH SAN FRANCISCO, a municipal corporation
CITY OF STOCKTON, a municipal corporation
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
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, a community services district
UNION SANITARY 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 water and wastewater treatment polymers. 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@drsrd.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, Ironhouse Sanitary District and Town of Discovery Bay.

East Bay: includes City of San Leandro and Union Sanitary District.

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

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

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

Central Valley: includes City of Fresno and City of Stockton.

2.3 Bid Pricing

All bids submitted must include a base unit price for the water and wastewater treatment polymers 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. 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. 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 Water and Wastewater Treatment Polymers, BACC BID NO. 10-2013**”, 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 Pre-Qualified Products**

The polymers products shown on the attached Bid Form have been pre-qualified for this bid advertisement. Only those specific products listed on the Bid Form included with this bid document and

identified by manufacturer and product number (or latest generation) may be considered for award. Any other products offered shall be deemed non-responsive and shall not be considered for award.

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 the 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.

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 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.

SPECIAL TECHNICAL SPECIFICATIONS**Applies only to****ZONE 7 WATER AGENCY****LIQUID CATIONIC POLYMER**

1. Product
 - a. Liquid cationic polymer 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.
 - b. 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.

2. Quality
 - a. Liquid cationic polymer shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the chemical.
 - b. Liquid cationic polymer shall be free of biological contamination.
 - c. Consist of Polydimethylammonium compounds.
 - d. Be no less than 10% active by weight for PPWTP and no less than 20% active by weight for DVWTP; and
 - e. Residual monomer levels shall be no greater than 0.01 mg/L by weight of the active polymer content at a dose of 1 mg/L active polymer or equivalent based on the combination (or product) of active polymer dose and monomer level.
 - f. Zone 7 reserves the right to subject samples of the chemical collected during delivery or contractor supplied samples to analysis to ensure the chemical delivered meets Zone 7 specifications.

3. Certificate of Analysis
 - a. Due to the proprietary nature of water treatment chemicals like polymers, a certificate of analysis from a certified laboratory may not be available. However, pertinent quality information shall be submitted prior to the first delivery to the District, and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following:
 - Date of manufacture
 - Date of delivery
 - Shipper ID
 - NSF/ANSI 60 certification
 - NSF maximum rating
 - Active cationic polymer, % by weight; and,
 - Residual monomer, % by weight

 - a. The first delivery will not be accepted by the District unless accompanied by said report for the specific batch or lot of chemical delivered and the quality specifications listed in Section

- 3 are met. Chemicals in subsequent deliveries shall comply with the quality indicated in the report submitted during the initial delivery.
- b. The delivery will not be accepted by the District without a reasonable opportunity to review said report.
 - c. Charges for said report shall be included in the bid price.
 - d. Failure to supply the required report shall be sufficient cause to reject the load.
- 4. Quantity**
The typical order will be 1,000 gallons to 5,000 gallons.
- 5. Delivery**
- a. Upon the request of Zone 7, Contractor shall make deliveries of liquid cationic polymer in a single unit tanker of between one thousand (1,000) gallons to five thousand (5,000) gallons to Del Valle Water Treatment Plant at 601 E. Vallecitos Rd. and Patterson Pass Water Treatment Plant at 8750 Patterson Pass Rd., Livermore, CA 94550.
 - 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.
- 6. Placement of Orders**
The Contractor shall deliver the product within fourteen (14) days of the District placing the order. The Contractor shall then arrange for delivery during acceptable hours, as stated in Section 8. The operator placing the order will indicate where to deliver the product at the time the delivery is placed.
- 7. Containers**
- a. Polymer shall be packed in suitable containers capable of preventing damage, contamination or loss of polymer during handling, shipping or storage. The containers shall be acceptable to the Interstate Commerce Commission for the transportation of chemicals of this nature.
 - b. Each container of polymer shall have stenciled thereon, the manufacturer's name, product identification name, product identification number and volumetric contents.
- 8. Chemical Prequalification Requirement**
To achieve Zone 7 approval for chemical, a prospective Contractor's liquid cationic polymer shall meet all requirements of these specifications.
- Pre-qualification required, includes the following:
- a. A screening evaluation conducted on a laboratory scale performed by Zone 7 personnel. Prospective Contractor shall furnish at least 200 ml of liquid cationic polymer for this evaluation.
 - b. If the laboratory evaluation demonstrates the liquid cationic polymer to be effective under laboratory conditions, then a plant-scale evaluation will be performed.

- c. After the liquid cationic polymer has been pre-qualified, it shall then be subjected to a plant-scale evaluation. The prospective Contractor shall furnish a single one-ton returnable container of the liquid cationic polymer at its current market value or the current contract price charged to Zone 7 for bulk liquid cationic polymer, whichever is lower.
- d. Zone 7 will not pay for any polymer used from the full-scale plant evaluation if the results in the product did not perform as expected. Upon notification from Zone 7, Contractor shall remove polymer which does not meet the requirement of these specifications from Zone 7 premises at no cost to Zone 7.
- e. Product performance evaluations shall be performed at the convenience of Zone 7 and may be witnessed by the prospective contractor.
- f. Those Contractors wishing to supply an equivalent liquid cationic polymer for bidding purposes for future contracts may contact Zone 7's Operations Manager at 925.337.6726 to begin the pre-qualification requirements process. The pre-qualification process must be complete prior to the next RFQ.

9. Pre-Qualified Polymers

- a. The characteristics and performance of the liquid cationic polymer must be equivalent to or better than the polymers previously qualified. Pre-qualified liquid anionic polymers (approved for bidding purposes for this RFQ are):

- 1) Nalco**
 - LS, 10%**
 - 8102 Plus, 20%**

SPECIAL TECHNICAL SPECIFICATIONS**Applies to
ZONE 7 WATER AGENCY
LIQUID ANIONIC POLYMER**

1. Product
 - a. Liquid anionic polymer 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.
 - b. 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.

2. Quality
 - a. Liquid anionic polymer shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the chemical.
 - b. Liquid anionic polymer shall be free of biological contamination.
 - c. Active polymer shall consist of an anionic hydrolyzed polyacrylamide in water-in-oil emulsion.
 - d. Residual monomer levels shall be no greater than 0.01 mg/L by weight of the active polymer content at a dose of 1 mg/L active polymer or equivalent based on the combination (or product) of active polymer dose and monomer level.
 - e. Zone 7 reserves the right to subject samples of the chemical collected during delivery or contractor supplied samples to analysis to ensure the chemical delivered meets Zone 7 specifications.
 - f. Any lot tested by Zone 7, which fails to comply with Zone 7's specifications, shall constitute grounds for rejection of that lot. If, in the opinion of Zone 7, there is a necessity to remove the polymer, it shall be the Contractor's responsibility to do so within twenty four (24) hours of being notified.
 - g. Contractor shall remove and replace any and all contaminated liquid anionic polymer of a delivered load that fails to meet specifications without additional cost to Zone 7, or the liquid anionic polymer shall be removed by Zone 7 at Contractor's expense. No charges shall be made for material that is rejected.

3. Certificate of Analysis
 - a. Due to the proprietary nature of water treatment chemicals like polymers, a certificate of analysis from a certified laboratory may not be available. However, pertinent quality information shall be submitted prior to the first delivery to the District, and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following:

- Date of manufacture
 - Date of delivery
 - Shipper ID
 - NSF/ANSI 60 certification
 - NSF maximum rating
 - Active anionic polymer, % by weight; and,
 - Residual monomer, % by weight
- b. The first delivery will not be accepted by the District unless accompanied by said report for the specific batch or lot of chemical delivered and the quality specifications listed in the bid contract documents. Chemicals in subsequent deliveries shall comply with the quality indicated in the report submitted during the initial delivery.
- c. The delivery will not be accepted by the District without a reasonable opportunity to review said report.
- d. Charges for said report shall be included in the bid price.
- e. Failure to supply the required report shall be sufficient cause to reject the load.
4. Delivery
- a. Upon the request of Zone 7, Contractor shall make deliveries of liquid anionic polymer in a three hundred (300) gallon semi-bulk single containers or (1) ton returnable containers to Del Valle Water Treatment Plant, 601 E. Vallecitos Rd., Livermore, CA 94550.
- 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.
5. Placement of Orders
- The Contractor shall deliver the product within fourteen (14) days of the District placing the order. The Contractor shall then arrange for delivery during acceptable hours, as stated in the above paragraph. The operator placing the order will indicate where to deliver the product at the time the delivery is placed.
6. Containers
- a. Polymer shall be packed in suitable containers capable of preventing damage, contamination or loss of polymer during handling, shipping or storage. The containers shall be acceptable to the Interstate Commerce Commission for the transportation of chemicals of this nature.
- b. Each container of polymer shall have stenciled thereon, the manufacturer's name, product identification name, product identification number and volumetric contents.
7. Chemical Prequalification Requirement
- To achieve Zone 7 approval for chemical, a prospective Contractor's liquid anionic polymer shall meet all requirements of these specifications.

Pre-qualification required, includes the following:

- a. A screening evaluation conducted on a laboratory scale performed by Zone 7 personnel. Prospective Contractor shall furnish at least 100 ml of liquid anionic polymer for this evaluation.
 - b. If the laboratory evaluation demonstrates the liquid anionic polymer to be effective under laboratory conditions, then a plant-scale evaluation will be performed.
 - c. After the liquid anionic polymer has been pre-qualified, it shall then be subjected to a plant-scale evaluation. The prospective Contractor shall furnish two (2) 55-gallon drums of the liquid anionic polymer at its current market value or the current contract price charged to Zone 7 for bulk liquid anionic polymer, whichever is lower.
 - d. Zone 7 will not pay for any polymer used from the full-scale plant evaluation if the results in the product did not perform as expected. Upon notification from Zone 7, Contractor shall remove polymer which does not meet the requirement of these specifications from Zone 7 premises at no cost to Zone 7.
 - e. Product performance evaluations shall be performed at the convenience of Zone 7 and may be witnessed by the prospective contractor.
 - f. Those Contractors wishing to supply an equivalent liquid anionic polymer for bidding purposes for future contracts may contact Zone 7's Operations Manager at 925.337.6726 to begin the pre-qualification requirements process. The pre-qualification process must be complete prior to the next Request for Bid.
8. Pre-Qualified Polymers
- a. The characteristics and performance of the liquid anionic polymer must be equivalent to or better than the polymers previously qualified. Pre-qualified liquid anionic polymers (approved for bidding purposes for this RFQ are):
 - 2) **G.E. AE1115P**
 - 3) **Nalco Nalclear 7766 plus**

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CITY OF STOCKTON
POLYMER

The successful Bidder will be required to enter into the following Agreement for the Purchase of Goods and Services, with the City of Stockton.

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 20__, between _____ ("Contractor"), whose address is _____, and telephone number is _____ and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached BACC bid incorporated herein by reference. Contractor shall begin providing the goods/performing the services by _____ and complete providing the goods/performing the services by _____; provided, however, the parties may agree to change the beginning or ending date(s).

2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$_____.

3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.

4. Maintenance. Contractor shall maintain the goods as set forth in the BACC bid at a cost as set forth in the BACC bid. Contractor shall respond to calls for required maintenance from City _____ personnel within 24 hours of the call; required maintenance occurs when the self check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City _____ personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in the BACC bid at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City _____ personnel shall review and approve any upgrades prior to their installation.

5. Warranty. Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one year period shall begin upon the date the City _____

provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor,

6. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including attorneys fees, arising from or out of acts or omissions of Contractor, its officials, employees, agents or sub-contractors, in connection with the goods and services that the Contractor is to provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City’s willful misconduct.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

8. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. Ownership of Goods. All goods accepted by the City shall be the property of the City.

11. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: _____

To City: City Manager
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202

15. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

16. Miscellaneous Provisions.

- a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.
- b. Contractor shall not assign or transfer this Agreement.
- c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

CONTRACTOR

City Manager

By: _____
Signature

Print name

ATTEST:

City Clerk

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

APPROVED AS TO FORM:

City Attorney

By: _____
Signature

Print name

Title: _____

EXHIBIT B
CITY OF STOCKTON
INSURANCE REQUIREMENTS
POLYMER VENDOR

VENDOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence, including MCS90 endorsement form.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY** insurance with minimum limits of \$1,000,000 combined single limit, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR BID NO. 10-2013
WATER AND WASTEWATER TREATMENT POLYMERS**

Geographic Area	Qualified Product	Estimated Annual Quantity
North Bay Agencies:		
Central Contra Costa Sanitary District	Polydyne Clarifloc WE-385	325,000 lbs.
Ironhouse Sanitary District	Polydyne WE-1265	20,000 lbs.
Town of Discovery Bay Community Services District	Praestol K279FLX	2,750 gallons
East Bay Agencies:		
City of San Leandro	Clarifloc WE-980	8,000 gallons
Union Sanitary District	Polydyne C-6267	325,000 lbs.
Union Sanitary District	Polydyne C-331	780,000 lbs.
Union Sanitary District	Zetag 8819	309,000 lbs.
Tri-Valley Agencies:		
City of Livermore	Kemira PAX-XL19	120,000 lbs.
City of Livermore	Polydyne WE-200	160,000 lbs.
City of Livermore	Zetag 8819	160,000 lbs.
Dublin San Ramon Services District	Kemira PAX-XL8 - Bulk	26,500 gallons
Zone 7 Water Agency	Aries Tek Ltd. Superflock A-100 Dry Anionic Polymer	2,200 lbs.
Zone 7 Water Agency	Nalco CatFloc LS – Bulk	33,000 lbs.
Zone 7 Water Agency	Nalco CatFloc 8102 PLUS – Bulk	71,000 lbs.
Zone 7 Water Agency	Nalco Nalclear 7766 PLUS – Totes	45,000 lbs.
Zone 7 Water Agency	G.E. AE1115P	45,000 lbs.
Peninsula Agencies:		
City of Burlingame	Polydyne Clarifloc C-9530	140,520 lbs.
City of South San Francisco	Polydyne WE-527	25,000 gallons
City of South San Francisco	Polydyne WE-984	5,000 gallons
City of South San Francisco	Zetag 8819	25,000 gallons
North San Mateo County Sanitation District	Polydyne Clarifloc WE-289	20,000 gallons
North San Mateo County Sanitation District	Polydyne WE-526	250,000 lbs.
North San Mateo County Sanitation District	Zetag 8819	250,000 lbs.
Marin-Sonoma Agencies:		
City of Mill Valley (SASM)	Clarifloc C-308P	1,050 gallons
City of Mill Valley (SASM)	Zetag 8846FS	8,800 lbs.
Central Valley Agencies:		
City of Fresno	Polydyne Clarifloc WE-200	806,780 lbs.
City of Stockton	Polydyne NW-127	37,310 gallons
City of Stockton	Polydyne WE-906	7,280 gallons
City of Stockton	Cal-Chem CED-1127	440,119 gallons
City of Stockton	General-Chem Hyper +lon 215	840,000 gallons

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS FOR BID NO. 10-2013
WATER AND WASTEWATER TREATMENT POLYMERS**

Geographic Area	Qualified Product	Delivery Location	Frequency of Deliveries	Typical Delivery Size
North Bay Agencies:				
Central Contra Costa Sanitary District	Polydyne Clarifloc WE-385	5019 Imhoff Place, Martinez	Every 2 months	40,000 lbs.
Ironhouse Sanitary District	Polydyne WE-1265	450 Walnut Meadows Drive, Oakley	Quarterly	5,000 lbs.
Town of Discovery Bay Community Services District	Praestol K279FLX	17501 Highway 4, Discovery Bay	Once every 40 days	One 275 gallon tote
East Bay Agencies:				
City of San Leandro	Clarifloc WE-980	3000 Davis Street, San Leandro	Every 2 months	Four – 250 gallon totes
Union Sanitary District	Polydyne C-6267	5072 Benson Road, Union City	7 tanker truck loads evenly spaced over the year	Full tanker truck loads
Union Sanitary District	Polydyne C-331	5072 Benson Road, Union City	14 tanker truck loads evenly spaced over the year	Full tanker truck loads
Union Sanitary District	Zetag 8819	5072 Benson Road, Union City	Approximately every 6 weeks	44,000 lbs. (bulk tanker truck)
Tri-Valley Agencies:				
City of Livermore	Kemira PAX-XL19	101 West Jack London Blvd., Livermore	Every 3 months	30,000 lbs.
City of Livermore	Polydyne WE-200	101 West Jack London Blvd., Livermore	Every 2 months	26,000 lbs.
City of Livermore	Zetag 8819	101 West Jack London Blvd., Livermore	Every 2 months	26,000 lbs.
Dublin San Ramon Services District	Kemira PAX-XL8 Bulk	7399 Johnson Drive, Pleasanton	6 times per year	4,500 gallons
Zone 7 Water Agency	Aries Tek Ltd. Superflock A-100 Dry Anionic Polymer	8750 Patterson Pass Road, Livermore	1 time per year	2,200 lbs.
Zone 7 Water Agency	Nalco CatFloc LS-Bulk	8750 Patterson Pass Road, Livermore	2 times per year	16,500 lbs.
Zone 7 Water Agency	Nalco CatFloc 8102 PLUS-Bulk	601 E. Vallecitos Road, Livermore	2 times per year	35,500 lbs.
Zone 7 Water Agency	Nalco Nalclear 7766 PLUS – Totes	601 E. Vallecitos Road, Livermore	5 times per year	9,000 lbs.
Zone 7 Water Agency	G.E. AE1115P	601 E. Vallecitos Road, Livermore	5 times per year	9,000 lbs.

Peninsula Agencies:				
City of Burlingame	Polydyne Clarifloc C-9530	1103 Airport Blvd., Burlingame	Every 1-2 weeks	Two 270 gallon totes
City of South San Francisco	Polydyne WE-527	195 Belle Air Road, South San Francisco	Once per month	In 275 gallon reusable totes
City of South San Francisco	Polydyne WE-984	195 Belle Air Road, South San Francisco	Once per month	In 275 gallon reusable totes
City of South San Francisco	Zetag 8819	195 Belle Air Road, South San Francisco	Once per month	In 275 reusable totes
North San Mateo County Sanitation District	Polydyne Clarifloc WE-289	153 Lake Merced Blvd., Daly City	4-5 times per year	4,000 gallons
North San Mateo County Sanitation District	Polydyne WE-526	153 Lake Merced Blvd., Daly City	7-8 totes per month	4 Totes at 275 gallons each
North San Mateo County Sanitation District	Zetag 8819	153 Lake Merced Blvd., Daly City	Two totes per week	5,000 gallons
Marin-Sonoma Agencies:				
City of Mill Valley (SASM)	Clarifloc C-308P	450 Sycamore Avenue, Mill Valley	Every 4 months	1 tote at 350 gallons
City of Mill Valley (SASM)	Zetag 8846FS	450 Sycamore Avenue, Mill Valley	4 times per year	1 tote at 250 gallons (2,200 lbs.)
Central Valley Agencies:				
City of Fresno	Polydyne Clarifloc WE-200	5607 W. Jensen Avenue, Fresno	2 times per month	45,000 lbs.
City of Stockton	Polydyne NW-127	2500 Navy Drive, Stockton	1-2 times per month	2,870 gallons
City of Stockton	Polydyne WE-906	2500 Navy Drive, Stockton	Every 11-18 days	7 totes at 260 gallons each
City of Stockton	Cal-Chem CED-1127	3307 W. Highway 4, Stockton	7-10 times per month	4,273 gallons
City of Stockton	General-Chem Hyper +lon 215	3307 W. Highway 4, Stockton	14 times per month	4,500 – 5,000 gallons

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

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 Livermore

Attn: Hugh Logan, Operations Manager
101 West Jack London Blvd.
Livermore, CA 94551
Phone: (925) 960-8100

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 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

City of Stockton

Attn: Margaret P. Orr, Deputy Director of Wastewater
Regional Wastewater Control Facilities
2500 Navy Drive
Stockton, CA 95206
Phone: (209) 937-5125

Dublin San Ramon Services District**Wastewater Treatment Plant**

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

Ironhouse Sanitary District

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

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

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

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

Union Sanitary District

Attn: Roslyn Fuller, Procurement Agent

5072 Benson Road

Union City, CA 94587-2508

Phone: (510) 447-7526

Zone 7 Water Agency

Attn: Karen Bartels, Buyer II

100 North Canyons Parkway

Livermore, CA 94551

Phone: (925) 454-5039

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

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 10-2013
SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT POLYMERS

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 water and wastewater treatment polymers 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. 10-2013, PAGE 1 OF 3**

Sealed bids must be enclosed in an envelope clearly marked:

“BID FOR WATER AND WASTEWATER TREATMENT POLYMERS BACC BID NO. 10-2013”

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 water and wastewater treatment polymers 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 both \$/gallon and \$/lb.**

BACC Agencies: North Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
Central Contra Costa Sanitary District	Polydyne Clarifloc WE-385	\$_____/gallon	\$_____/LB
Ironhouse Sanitary District	Polydyne WE-1265	\$_____/gallon	\$_____/LB
Town of Discovery Bay Community Services District	Praestol K279FLX	\$_____/gallon	\$_____/LB

BACC Agencies: East Bay Locations

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of San Leandro	Clarifloc WE-980	\$_____/gallon	\$_____/LB
Union Sanitary District	Polydyne C-6267	\$_____/gallon	\$_____/LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 10-2013, PAGE 2 OF 3**

BACC Agencies: **East Bay Locations**

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
Union Sanitary District	Polydyne C-331	\$_____/gallon	\$_____/LB
Union Sanitary District	Zetag 8819	\$_____/gallon	\$_____/LB

BACC Agencies: **Tri-Valley Locations**

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Livermore	Kemira PAX-XL19	\$_____/gallon	\$_____/LB
City of Livermore	Polydyne WE-200	\$_____/gallon	\$_____/LB
City of Livermore	Zetag 8819	\$_____/gallon	\$_____/LB
Dublin San Ramon Services District	Kemira PAX-XL8 - Bulk	\$_____/gallon	\$_____/LB
Zone 7 Water Agency	Aries Tek Ltd. Superflock A-100 – Dry Anionic Polymer	\$_____/gallon	\$_____/LB
Zone 7 Water Agency	Nalco CatFloc LS - Bulk	\$_____/gallon	\$_____/LB
Zone 7 Water Agency	Nalco CatFloc 8102 PLUS - Bulk	\$_____/gallon	\$_____/LB
Zone 7 Water Agency	Nalco Nalclear 7766 PLUS - Totes	\$_____/gallon	\$_____/LB
Zone 7 Water Agency	G.E. AE1115P	\$_____/gallon	\$_____/LB

BACC Agencies: **Peninsula Locations**

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Burlingame	Polydyne Clarifloc C-9530	\$_____/gallon	\$_____/LB
City of South San Francisco	Polydyne WE-527	\$_____/gallon	\$_____/LB
City of South San Francisco	Polydyne WE-984	\$_____/gallon	\$_____/LB
City of South San Francisco	Zetag 8819	\$_____/gallon	\$_____/LB

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 10-2013, PAGE 3 OF 3**

BACC Agencies: **Peninsula Locations**

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
North San Mateo County Sanitation District	Polydyne Clarifloc WE-289	\$_____/gallon	\$_____/LB
North San Mateo County Sanitation District	Polydyne WE-526	\$_____/gallon	\$_____/LB
North San Mateo County Sanitation District	Zetag 8819	\$_____/gallon	\$_____/LB

BACC Agencies: **Marin-Sonoma Locations**

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Mill Valley (SASM)	Clarifloc C-308P	\$_____/gallon	\$_____/LB
City of Mill Valley (SASM)	Zetag 8846FS	\$_____/gallon	\$_____/LB

BACC Agencies: **Central Valley Locations**

BACC Agency	Qualified Product	Unit Price Per Gallon	Unit Price Per LB
City of Fresno	Polydyne Clarifloc WE-200	\$_____/gallon	\$_____/LB
City of Stockton	Polydyne NW-127	\$_____/gallon	\$_____/LB
City of Stockton	Polydyne WE-906	\$_____/gallon	\$_____/LB
City of Stockton	Cal-Chem CED-1127	\$_____/gallon	\$_____/LB
City of Stockton	General-Chem Hyper +lon 215	\$_____/gallon	\$_____/LB

II. Bidders must submit all of the following, attached to this Bid Form:

- 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).