

**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF 12.5% SODIUM HYPOCHLORITE
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 14-2015**

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, Tuesday, April 14, 2015** 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 Tuesday, April 14, 2015. 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 defects 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. 14-2015**

FOR SUPPLY AND DELIVERY OF 12.5% SODIUM HYPOCHLORITE

**BID DUE DATE: 9:00 A.M. PDT, Tuesday, April 14, 2015
BID OPENING DATE: 9:00 A.M. PDT, Tuesday, April 14, 2015**

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 12.5% SODIUM HYPOCHLORITE
BID NO. 14-2015**

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, Tuesday, April 14, 2015.

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
CARMICHAEL WATER DISTRICT, a special district
CENTRAL CONTRA COSTA SANITARY DISTRICT, a special district
CENTRAL MARIN SANITATION AGENCY, a joint powers agency
CITY OF BURLINGAME, a municipal corporation
CITY OF DALY CITY/NORTH SAN MATEO COUNTY SANITATION DISTRICT, a municipal corporation
CITY OF FOLSOM, a municipal corporation
CITY OF FRESNO, a municipal corporation
CITY OF GILROY, a municipal corporation
CITY OF HAYWARD, a municipal corporation
CITY OF LIVERMORE, a municipal corporation
CITY OF MERCED, 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 ROSEVILLE, 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
CITY OF STOCKTON, a municipal corporation
CONTRA COSTA WATER DISTRICT, a special district
DELTA DIABLO, a special district
DUBLIN SAN RAMON SERVICES DISTRICT, a special district
EL DORADO IRRIGATION DISTRICT, an irrigation special district
IRONHOUSE SANITARY DISTRICT, a special district
LAS GALLINAS VALLEY SANITARY DISTRICT, a special district
MARIN MUNICIPAL WATER DISTRICT, a special district

NAPA SANITATION DISTRICT, a special district
NORTH MARIN WATER DISTRICT, a special district
ORO LOMA SANITARY DISTRICT, a special district
PLACER COUNTY WATER AGENCY, a special district
RANCHO MURIETA COMMUNITY SERVICES DISTRICT, a community services district
RODEO SANITARY DISTRICT, an enterprise district
SACRAMENTO COUNTY WATER AGENCY, a special district
SANTA CLARA VALLEY WATER DISTRICT, a special district
SANITARY DISTRICT NO. 5 OF MARIN COUNTY, a special district
SAUSALITO MARIN CITY SANITARY DISTRICT, a special district
SILICON VALLEY CLEAN WATER, a joint powers authority
TOWN OF DISCOVERY BAY, 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, Tuesday, April 14, 2015** 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 defects 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. 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

2.2 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.

2.3 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, Delta Diablo, Ironhouse Sanitary District, Rodeo Sanitary District, Town of Discovery Bay, and West County Wastewater District.

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

South Bay: includes City of Gilroy, City of Morgan Hill, City of San Jose, and Santa Clara Valley Water 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 Daly City/North San Mateo County Sanitation District, City of San Mateo, City of South San Francisco, and Silicon Valley Clean Water.

Marin-Sonoma-Napa: includes Central Marin Sanitation Agency, City of Mill Valley/Sewerage Agency of Southern Marin, Las Gallinas Valley Sanitary District, Marin Municipal Water District, Napa Sanitation District, North Marin Water District, Sanitary District No. 5 of Marin County, and Sausalito Marin City Sanitary District.

Sacramento Area: includes Carmichael Water District, City of Folsom, City of Roseville, El Dorado Irrigation District, Placer County Water Agency, Rancho Murieta Community Services District, and Sacramento County Water Agency.

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

2.4 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 440.2490 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. Bulk deliveries are defined as a quantity of a chemical that is pumped or blown with compressed air or conveyed by another means from a delivery vehicle to the customer's tank or tanks. Bid prices should be based on bulk deliveries of 2,000 gallons or more. For bulk deliveries of less than 2,000 gallons, the Bidder may, at their option, assess additional charges for "short loads" unless specific requirements for smaller deliveries are described in Section 3.7, Delivery Requirements, or in the Special Technical Specifications described herein. Any additional "short load" charges must be shown by the Bidder as a standard deviation on the bid form. Bidders and/or third party haulers will not be allowed to refuse to make "short load" deliveries. Bids that do not include unit prices for bulk deliveries to each Region shown on the bid form will be considered irregular and, at the option of BACC and the participating BACC Agencies, may be eliminated from further consideration. BACC Agencies that require non-bulk deliveries in containers such as buckets, barrels, or totes will be shown as a separate line item on the bid form. Bidders may, at their option, submit unit prices for deliveries in buckets, barrels, or totes. Bids that do not include unit prices for buckets, barrels, or totes will not be considered irregular and therefore such bids will not be rejected for that reason alone.

2.5 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. Bidders that intend to utilize a third party hauling company for completing some or all of their deliveries must indicate the name and contact information of the third party hauling company on the bid form. 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.

2.6 Authorized Signatory of Bid Contract Documents

The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations

in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.

2.7 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. Bidders may provide references from BACC Agencies. These references must be shown on the Standard Agreement contained herein.

2.8 Bid Submittal

All bid submittals must be enclosed in a sealed envelope marked "**Bid for 12.5% Sodium Hypochlorite, BACC BID NO. 14-2015**", 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, Tuesday, April 14, 2015**. An original signed bid form including all required attachments is required. Bids submitted electronically or by facsimile will not be accepted. It is the Bidder's responsibility to ensure that any bid that is submitted is received in the proper format, time, and place, and the Bidder is responsible for allowing adequate time for delivery of their bid by hand delivery, express delivery, US postal service, or by other means. The deadline for delivering bids is listed in the bid documents and the Bidder is solely responsible for ensuring that their bid is received by BACC prior to the scheduled bid opening. BACC will not be responsible for any delays or transmission errors. Bids delivered before the bid opening but to the wrong address will be considered non-responsive unless redelivery is made to the correct address before the scheduled bid opening date and time. Bidders are encouraged to bring a duplicate sealed copy of their bid prior to the bid opening, in the event a problem occurred with the delivery service they utilized. Bids received after the date and time listed above will not be accepted and will be returned to the Bidder unopened.

2.9 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, regular mail, or e-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 acknowledged on the bid form that each Bidder submits. Failure to acknowledge any and all the addendum(s) on the bid form may be cause for rejection of the bid.

2.10 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. Modifications of any bid prices must be submitted to BACC in a clearly marked and sealed envelope prior to the time of the bid opening.

Proposed modifications of bid terms and conditions other than the bid prices may be sent to BACC via facsimile, e-mail, regular mail, or courier prior to the time of the bid opening. Except for hand deliveries, it shall be the responsibility of the respective Bidder to determine if their written modification was received in time by 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. BACC reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

2.11 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 their bid. The withdrawal request must be executed by the Bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the Bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

2.12 Proposed Deviations from the Specifications by the Bidder

Any deviation from the 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.

2.13 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.

2.14 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. Bidders that plan to utilize a third party hauling company that refused to deliver to one or more of the participating Agencies in the past three (3) years will be rejected as non-responsive.

2.15 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.

2.16 Method of Award

Bids may be awarded by the participating BACC Agencies to the lowest, responsive, and responsible Bidder for each listed Region meeting the specifications for bulk loads for this chemical. The lowest responsive Bidder for this chemical will be determined for each Region listed on the bid form. The Bidder that meets the specifications and submits the lowest bid price for a particular Region may be awarded the bid by the participating Agencies in that Region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. 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. Third party hauling company's reputation, competency, and previous customer service record (if applicable)
- g. Fully executed non-collusion affidavit

2.17 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.

2.18 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.

2.19 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.

2.20 Bid Summary

Bid proposals will be summarize 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.

2.21 Manufacturer's Information

Bidders must submit with their Bid Form the following:

- a. An affidavit of compliance with the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard is required for all chemicals and polymers being provided for potable water treatment. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance with AWWA/NSF standards and a letter attesting to the affidavit's validity, a current printout from NSF.org is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified.
- c. Name and address of the chemical manufacturer.
- d. Product Bulletin and Typical Properties.
- e. Safety Data Sheet (SDS).

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. The successful bidder and/or the firm providing transportation of the chemical are required to comply with the site specific safety requirements of each participating BACC Agency. Bidders should be aware that some BACC Agencies do not allow smoking on site. Site safety requirements will be available for review during the bid period upon request to the BACC Coordinating 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 site safety 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 will constitute the entire Contract. Individual purchase orders will be issued to the successful Bidder by each participating BACC Agency, and all chemical sales must be invoiced separately to the respective BACC Agency. Bidders may seek a price increase for any nontrivial change in the terms and conditions that are requested by a participating BACC Agency in their purchase order and/or purchase agreement.

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

Bidders are responsible for reviewing each of the listed delivery locations and ensuring that their product can be delivered to each location prior to submitting a bid. Bidders that intend to utilize the services of a third party hauling company for some or all of their deliveries are responsible for ensuring that the hauler they have selected can and will deliver their product to each location shown on the bid documents, and

for submitting an affidavit pertaining to assurance with their bid. Failure to provide this assurance and submit an affidavit may be cause for rejecting their bid. 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 on a schedule that meets the needs of the BACC Agency, but at no time can a delivery occur more than seven (7) days after the order is placed unless the respective BACC Agency requests a later delivery. 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. Any BACC Agencies requiring special delivery requirements will be listed under Special Technical Specifications found later in this document.

3.8 Force Majeure

Any Bidder that anticipates a workforce interruption or a production shutdown that could affect delivery of the chemical must fax or e-mail 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 Safety Data Sheet (SDS)

Bidders must submit a Safety Data Sheet (SDS) for the product offered with the bid. The successful Bidder must provide a new SDS sheet for the chemical with the first delivery or if the SDS is modified during the contract term.

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, County, and Special District 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 either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than A.M. Best's rating of no less than A:VII, or (ii) authorized by the BACC Agency's Risk Manager(s) or his/her designee at any time in his/her sole discretion, all relating to the Supplier's services to be performed hereunder covering the BACC 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, however, the insurance limits available to each participating BACC Agency, their officers, officials, employees, agents and volunteers as additional insured parties, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Employer's Liability Insurance	\$2,000,000 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	\$2,000,000 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 all policies of insurance required as noted above. All policies of insurance must be endorsed to name the respective BACC Agency, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to this contract, Bidder's insurance coverage shall be primary insurance with respect to each participating BACC Agency, their officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by any BACC Agency party, their officials, officers, employees, agents and volunteers shall be excess of the Bidder's insurance and shall not contribute with it. The successful Bidder will be responsible for contacting each participating BACC Agency to ascertain the proper name or names of the Agency specific entities to be included in the endorsements.

The successful Bidder must also provide each participating BACC Agency with 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 each participating BACC 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 of insurance 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 must mail thirty (30) days written notice to the Certificate holder named to the left."*

4. TERMS AND CONDITIONS

4.1 Indemnification

To the fullest extent allowed by law, the successful Bidder – and its employees, subcontractors, and agents -- shall defend, indemnify, and save and hold harmless each participating BACC Agency, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the successful Bidder's – or its personnel, employees, agents, or subcontractors' -- willful misconduct or negligent act or omission while engaged in the performance of services described in this Request for Bids, except those matters arising from the participating BACC Agency's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of any BACC Agency, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them.

The successful Bidder's responsibility for such defense and indemnity obligations shall survive the termination or completion of this contract for the full period of time allowed by law. The defense and indemnity obligations of this contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this contract.

If the successful Bidder should subcontract all or any portion of the work to be performed under this contract, the successful Bidder shall require each subcontractor to indemnify, hold harmless and defend

each participating BACC Agency and each of its officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

4.2 Bid Protests

Any Bid protest must be submitted in writing to the BACC coordinating agency before 3:30 p.m. on the seventh (7th) calendar day following Bid opening.

- The protest document must contain a complete statement of the basis for the protest and all supporting documentation.
- The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. All protests and responses received after the time set forth herein will be rejected. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
- If a protest is mailed, the protesting party bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means which objectively establishes the date of receipt by BACC.
- If BACC determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

4.3 Disputes

When claims cannot be resolved between a BACC Agency and the successful Bidder, 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 Quality Control

The Bidder's chemical may be inspected and/or sampled before, during, or after any delivery and tested to confirm compliance with all of the specifications. Persistent clogging, deliveries containing significant amounts of debris, and/or chemical not meeting the technical specifications will be considered to be deficiencies. If deficiencies are detected, the chemical will be rejected and the Bidder will be required to remove and replace any and all of the chemical and clean the associated tanks and piping that are contaminated by a delivery that is determined to be deficient, at no cost to the participating Agency. If the Bidder fails to remove and replace the deficient chemical in a timely manner after being notified of the problem by the participating Agency, the participating Agency may remove and dispose of the contaminated chemical and clean the chemical storage tank or tanks and the associated piping all at the

Bidder's expense. Payment for the delivered chemical will not be made until the defects are corrected and the chemical is properly replaced and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

4.11 Term of Contract

The term of the contract will be twelve (12) months commencing July 1, 2015, and expiring June 30, 2016, 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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 Bid No. 16-2014 must conform to the American Water Works Association (AWWA) B300-10 Standard for Hypochlorite, the American National Standards Institute/National Sanitation Foundation Standard 60-2005 (ANSI/NSF 60) Drinking Water Treatment Chemicals, except as modified or supplemented herein. Current AWWA B300-10 and ANSI/NSF 60 certification for the manufacturing facility of facilities is required with the submission of the bid. It is the responsibility of the vendor to inform the participating BACC Agencies (within 24 hours, 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. Bill of Lading must clearly identify product delivered to be AWWA B300-10 and ANSI/NSF 60 certified by stamp or type written statement – no handwritten notation will be accepted. Failure to provide clear identification that the product meets the AWWA and ANSI/NSF specifications 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	1.19 minimum, 1.26 maximum
Available Chlorine	12.5% minimum
Available Chlorine	125 grams/Liter minimum
Total Free Alkali (as NaOH)	≤ 1.5% by weight
Insoluble Matter	≤ 0.15% by weight
Age of Product at Delivery	3 days (72 hours) maximum

Sodium Hypochlorite should be stored in a dark area where the temperature does not exceed 80° F (i.e. 30° C) prior to delivery. Preferably sodium hypochlorite should be stored at temperatures below 68° F (i.e. 20° C) prior to delivery.

5. Contaminant Concentration Limits:

Iron	<1.0 mg/L	Nickel (Ni ⁺²)	<0.1 mg/L
Copper (Cu ⁺²)	<0.1 mg/L	Cobalt	<0.1 mg/L
Chlorate	<2,380 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. Certificate of Analysis:
 - a. A certificate of analysis prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified, shall be submitted for each liquid sodium hypochlorite delivery. This report shall contain the following:
 - Date of manufacture
 - Date of delivery
 - Shipper ID
 - Specific Gravity
 - Density @ 60°
 - Insoluble Matter
 - Available Chlorine: Percent by weight and pounds per gallon
 - Total free alkali (expressed as NaOH): Percent by weight and pounds per gallon
 - Excess NaOH: Percent by weight and pounds per gallon
 - Excess Na₂CO₃: Percent by weight and pounds per gallon

No deliveries will be accepted by the BACC Agency 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 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.

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.

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

Certificate of Analysis

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.

Delivery

- a. 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.
- 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.

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.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
ALAMEDA COUNTY WATER DISTRICT
12.5% SODIUM HYPOCHLORITE

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.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
TOWN OF DISCOVERY BAY
12.5% SODIUM HYPOCHLORITE

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.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
SILICON VALLEY CLEAN WATER
12.5% SODIUM HYPOCHLORITE

Silicon Valley Clean Water (SVCW) will require semi-annual deliveries of 2,000 gallons to be made to the Redwood City Pump Station located at 1581 Maple Street, Redwood City, CA 94063. SVCW 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 SVCW will not guarantee that every order from the pump station can be coordinated in this manner. 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. SVCW 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 SVCW Operator to oversee the delivery, deliveries must be made between 6:00 am and 3:00 pm.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CITY OF MORGAN HILL
12.5% SODIUM HYPOCHLORITE

The City of Morgan Hill requires deliveries of 100 to 300 gallons to be made to individual well sites. The locations for deliveries to the City of Morgan Hill's individual well sites are listed in the "Delivery Details" section of this document. It may not be possible for a representative from the City of Morgan Hill to be present when chemical deliveries are made. The successful bidder will be issued a key, and a contact phone to call prior to delivery, so that deliveries can be made if a representative of the City of Morgan Hill is not present. The delivery locations include parks and residential 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 City's staff, and the public. All OSHA and other applicable safety rules and regulations must be followed when handling and delivering chemicals. The successful bidder 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. In consideration of the residents of the City of Morgan Hill all deliveries shall be made between 8:00 am and 3:30 pm. The City of Morgan Hill will attempt to coordinate orders so that deliveries to the individual well sites can be made at the same time, although the City will not guarantee that every order from the well site can be coordinated in this manner. Any additional charge associated with delivering short loads for the City of Morgan Hill must include a "maximum per day" charge and be noted under Specific Deviations on page 38 of the Standard Agreement. Except for a "short load" adder and a "maximum per day" charge that would apply to delivering short loads, the City will not accept any deviations from the standard price for deliveries to the individual well sites, so the price must remain the same.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CITY OF SAN LEANDRO
12.5% SODIUM HYPOCHLORITE

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.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CENTRAL CONTRA COSTA SANITARY DISTRICT
12.5% SODIUM HYPOCHLORITE

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. CCCSD will not accept any deviations from the standard bulk price for deliveries to one or more of the 5 sites located at their treatment plant, so the price must remain the same.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
DELTA DIABLO
12.5% SODIUM HYPOCHLORITE

Delivery Requirements:

Delta Diablo will require that deliveries must be made within twenty-four (24) hours after telephone notification. In addition, under adverse conditions, weekend deliveries may be required.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
MARIN MUNICIPAL WATER DISTRICT
12.5% SODIUM HYPOCHLORITE

Delivery Hours:

Deliveries will only be accepted between the hours of 7:00 a.m. and 5:00 p.m.

General Delivery Requirements:

- The District provides separate two-inch (2.0") flange fittings for unloading. The tanker driver shall carry compatible flange, gasket and bolts with nuts to effect safe delivery of the chemical. No other method of unloading shall be permitted.
- Delivery of chemicals shall comply with District's security protocols. Security protocols are subject to change. Delivery Company shall provide faxed copy of driver ID and tanker identification prior to delivery.
- Product shall not be delivered in multi-compartmentalized tankers containing multiple products. Delivery tankers and delivery mechanisms (hose, pumps and valves) shall be dedicated to product or proper cleaning shall be undertaken such that no contamination of the product can occur.
- The transfer of chemicals to the District facilities from the cargo trailer shall be the responsibility of the bidder and the cargo trailer operator.
- Bon Tempe Delivery Location - **The total length of delivery vehicle to the Bon Tempe plant may not exceed 54 feet. Please inspect this road prior to bid.**

Training:

The successful bidder shall provide a minimum of two training sessions on separate days consisting of two hours of classroom instruction. The training is to be conducted at the District's facilities at a mutually convenient time. The training should include manufacture, chemical properties, transport, storage, safe handling and use of Product. Any charges for the training must be noted as a standard deviation in the bid document.

Safety:

- All delivery vehicles shall be compliant with current requirements of California Public Utilities Commission, California Highway patrol and any applicable portions of the Hazardous Materials Regulations of the U.S. department of Transportation.
- All delivery drivers shall:
 - Be properly licensed by the California Department of Motor Vehicles.
 - Trained and experienced in proper procedures for delivering product and capable of a knowledgeable response in the event of an emergency.
 - All delivery drivers shall wear appropriate protective equipment required for unloading product by California Occupational Safety and Health Act.
- The Successful bidder shall assume responsibility for all expenses and damages incurred by the District by reason of a delivery accident, spill or contamination incident, including the costs of abatement, clean up and repair of property.
- The Successful bidder shall clean any spills or contamination of any kind resulting from the successful bidder's, its agent, officers' or employees' performance under this agreement to the satisfaction of the District.

SPECIAL TECHNICAL SPECIFICATIONS

Applies only to

PLACER COUNTY WATER AGENCY

12.5% SODIUM HYPOCHLORITE

Purchase Order Issuance Date – The Agency is currently under contract and will issue purchase orders once the current contracts expire on October 1, 2015.

Agency Contact (Contract/Product Questions) – Andy Hamilton, Operations Supervisor (530) 823-4830.

Agency Contact (Orders/Delivery) – Lindsey Hanson or Kelly Neuer (530) 823-4887.

Availability of 24-Hour Contact – Supplier will ensure that it provides an emergency point of contact available 24-hours per day to address emergencies related to shipments and deliveries of the Chemical and any spillage or failures in Supplier-provided containers.

Chemical Orders – A Purchase Order will be issued to the successful Supplier and all sales of the Chemical must be invoiced separately. All orders will be initiated separately as needed when needed.

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

SPECIFIC DELIVERY & LOCATION INFORMATION

Colfax Water Treatment Plant – Due to plant access, Colfax WTP has a maximum truck size of 28 feet and requirement of a male hose adaptor. *Note: If any truck is larger than this, the Agency will refuse delivery. Should delivery be refused, the Agency will require a guaranteed delivery the same day.*

Sunset Water Treatment Plant – Deliveries are pumped off and require approximately 25 feet of hose.

SECURITY REQUIREMENTS

The Agency's security policy requires vendors shipping goods to water treatment plants to contact the Water Quality Division 24 hours in advance of the delivery to identify:

- the name of the driver and license plate number of delivery truck
- date of delivery, expected time of delivery
- chemicals being delivered
- which PCWA facility to receive delivery
- if a freight company is used for delivery, their name shall be provided as well

This information shall be supplied on the Chemical Deliver/Security Information Sheets, completed and FAXED, 24 hours in advance of delivery, to the Water Quality Division at (530) 823-4832.

Additionally, a minimum of two (2) hour advance notice must be given before the actual delivery, via a direct phone call to (530) 823-4887. Failure to provide this information in advance can cause delivery to be rejected.

Character of Delivering Personnel – Supplier shall discharge from the Agency’s premises any employee or subcontractor employee who, in the opinion of the Agency, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Agency’s operations.

DELIVERY REQUIREMENTS

Product Delivery – All deliveries shall be made between the hours of 8:00 am and 3:00 pm (excluding 12 – 12:30 P.M.), 7 days a week, excluding Federal holidays. Deliveries before Noon are preferable whenever possible. Deliveries shall be made any day of the week based on Agency needs and require a two (2) hour advance notice to ensure personnel are on-site to receive delivery and in accordance with the Security Requirements listed in this document.

No delivery shall be made when Agency’s representative is not on site. Supplier must notify 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, in which case notification must be provided as soon as possible to inform Buyer of the anticipated delivery date and time. Persistently late deliveries may be used as a basis for contract cancellation.

There shall be no demurrage, wait time or other such delay charges to the Agency for any delays in off-loading of the Chemical or refusal of shipment for security reasons.

- Treatment plant personnel must be present and onsite for entire delivery from initial hookup to disconnect.
- Delivery of drums or palletized orders must be delivered with a truck equipped with a lift gate.
- Each container of chemical shall be labeled with the product name or chemical name(s) and an appropriate hazard warning, if applicable.
- Supplier must provide delivery bills of lading with each shipment of the Chemical.

Material Safety Data Sheet (MSDS) – Supplier must provide an MSDS sheet for the product with each delivery.

Weighmaster Certificates – Supplier will provide a weighmaster certificate for all loads, no exception.

Split Deliveries - Any split deliveries between non-Agency locations will require weighmaster certificates for each delivery location.

Below is a list of privately-owned facilities that offer truck-weighing services in Placer County.

License Name	Address	City	Zip	Phone
Don Robinson Sand & Gravel, Inc.	2145 Grass Valley Hwy.	Auburn	95603	(530) 885-5623
Bear River Aggregates	2701 Combie Road	Meadow Vista	95722	(530) 878-1454

Sampling – Each delivered load shall be sampled from the cargo trailer at the point of delivery. *Should delivery be refused for any reason, the Agency will require a guaranteed delivery the same day.*

- (a) The truck driver shall take one sample from each cargo trailer load, in the presence of on-site plant operator with a sampling beaker provided by PCWA.
- (b) Each sample shall be labeled with the date, chemical name, shipping number, and sampler's name.

Rejection of Deliveries - Any deliveries of the Chemical not meeting quality, regulatory, safety or delivery requirements will be rejected and returned to Supplier at no cost to Agency, and Supplier must re-deliver a comparable quantity of the Chemical of an acceptable quality within 48 hours of the rejected delivery.

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 Supplier will be required to make the necessary adjustments or replacement at the Supplier'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.

Condition of Cargo Containers and Equipment - The tanks or trailers used for transport shall be clean and free of residue from previous loads which might contaminate the Chemical. It is the Supplier's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery shall be clean and free from contaminating material. The Agency may reject a load if the equipment is not properly clean. The Supplier shall furnish a leak-free connection device between his pumper and Buyer's intake receptacle, which connection device is subject to approval by the Agency. Wheel chocks must be used when unloading the Chemical.

Overfilling/Spillage - The Supplier 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 any of the Chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the Supplier, Supplier will be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. The Supplier shall observe the entire unloading or filling operation at each delivery location and shall immediately report any spills caused during the filling operations to the Agency's on-site personnel. It will be Supplier's responsibility to affect 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. The property of the Agency may 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 Supplier. All shipments of the Chemical shall stay in the possession of Supplier and shall not be unloaded until accepted by the Agency. All shipments of the Chemical must be delivered in accordance with Department of Transportation regulations.

MISCELLANEOUS FEES

Invoicing Requirements - Statements, invoices and shipping receipts must reference the exact unit of measure as submitted in the bid process. Items will be invoiced according to how it is specified on the individual bid sheets. Any variations may cause a delay in payment.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CITY OF ROSEVILLE
12.5% SODIUM HYPOCHLORITE

Delivery Details:

The City of Roseville requires deliveries to three pool facilities as follows:

1. Roseville Aquatics Complex – 3051 Woodcreek Oaks Blvd., Roseville, 95747

Two (2) 1,000 gallon sodium hypochlorite tanks

January – March	500 gallons per month	1,500 gallons
April – May	500 gallons per week	4,000 gallons
June – September	1,200 gallons per week	19,200 gallons
October – December	500 gallons per month	1,500 gallons

2. Mike Shellito Indoor Pool – 12010 Fairway Drive, Roseville, 95678

One (1) 500 gallon sodium hypochlorite tank

January – March	500 gallons per month	1,500 gallons
April – May	700 gallons per month	1,400 gallons
June – September	1,000 gallons per month	4,000 gallons
October – December	500 gallons per month	1,500 gallons

3. Johnson Pool – 100 D Street, Roseville, 95678

One (1) 400 gallon sodium hypochlorite tank

January – March	400 gallons total over period	400 gallons
April – May	400 gallons per month	800 gallons
June – September	800 gallons per week	12,800 gallons
October – December	400 gallons per month	1,200 gallons

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
SANTA CLARA VALLEY WATER DISTRICT
12.5% SODIUM HYPOCHLORITE

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.

Delivery Locations

<p>Penitencia Water Treatment Plant 3959 Whitman Way San Jose, CA 95123 Operations: (408) 630-2511</p>	<p>Rinconada Water Treatment Plant 400 More Avenue Los Gatos, CA 95030 Operations: (408) 630-2121</p>
<p>Silicon Valley Advanced Water Purification Center 4190 Zanker Road San Jose, CA 95134 Operations: (408) 630-3501</p>	<p>Santa Teresa Water Treatment Plant 7011 Graystone Lane San Jose, CA 95120 Operations: (408) 630-2553</p>

Chemical Delivery Constraints / Construction Activities:

All four of the water treatment plants may at times be undergoing construction which can affect chemical deliveries. For the **Rinconada Water Treatment Plant, Penitencia Water Treatment Plant, Silicon Valley Advanced Water Purification Center, and Santa Teresa Water Treatment Plant** special constraints may be in place. Please review the constraints below:

- a. Off-loading of chemicals may be delayed up to 60 minutes due to construction activities at any of the treatment plants.
- b. Chemicals cannot be delivered to **Rinconada Water Treatment Plant** using double trailers. (Trucks may need to back up around corners.)
- c. During periods of time at **Rinconada Water Treatment Plant**, chemical delivery drivers may be required to back up delivery trucks up to 100 yards in order to turn and exit the facility entrance. (Prior to award, SCVWD recommends that bidders familiarize themselves with our delivery routes and facility access roads prior to accepting this contract.) Access routes may change at **Rinconada Water Treatment Plant** to accommodate construction activities. Delivery trucks will need to verify access routes before entering site.

Good Neighbor Policy

The water treatment plants are located in sensitive residential neighborhoods and have established a "Good Neighborhood Policy" that requires that the following policies and procedures be followed:

- a. Delivery will be received only on weekdays during daylight hours between 8:00 AM and 5:00 PM, except for emergency deliveries which might require deliveries on weekends or nights.
- b. Driving through surrounding neighborhood streets and parking prior to delivering chemicals is not allowed.

- c. Dispatchers must insure that each and every "bill of lading" includes chemical delivery policies and procedures.
- d. Delivery trucks that do not follow procedures will be turned away and will not be allowed to enter plant grounds.

Chemical Off-Loading

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. SCVWD has the right to search any vehicle or truck and any suspicious looking packages. Failure to provide the required information and/or search of vehicle and packages, entry will not be allowed until security measures are satisfied. There shall be no charges to SCVWD for any delays in off-loading of chemical or refusal of shipment for security reasons.

In addition to 3.3 Spillage, SCVWD has **ZERO TOLERANCE** for spills including incidental spills of less than five gallons. Each spill event will be investigated along with the Contractor's worthiness to continue to supply chemicals to SCVWD. One spill event could result in suspension of the contract. The chemical delivery drivers shall observe the entire chemical off-loading operation at each water treatment plant and shall immediately secure all systems if leaks develop. All leaks and spills will be reported to the on-duty plant operator as soon as possible. Chemical delivery drivers will not leave their trucks unattended at any time during the off-loading process. The Contractor shall take immediate and appropriate actions to clean up any spilled chemical. The Contractor will be responsible for all costs associated with a spillage event, including any fines or penalties which may be imposed by regulating authorities.

Contractor must supply and ensure that any of its personnel entering a SCVWD work site dons all necessary safety equipment, including but not limited to, gloves, safety glasses, hardhat, safety boots, rubber boots (hip and waders), safety reflective vest, and hearing protection.

Sampling

One 200 mL sample of the delivered chemical shall be provided by the Bidder, if requested, either when the order is placed or at the time of delivery. In order to ensure these samples are representative of the chemical being delivered, the sample shall be drawn from the delivery truck. Samples will be collected at the unloading station, where containment and safety showers are provided. Samples may be collected from any delivery, at any frequency, and at any point during any delivery.

Contractor's Vehicles and Drivers

All of the Contractor's vehicles used to provide SCVWD with services must be in good, safe operating condition. All operating and maintenance costs associated with routine operation of the vehicles shall be the responsibility of the Contractor.

- a. All drivers delivering chemicals to SCVWD must have reasonably sufficient experience and qualifications to operate the vehicles without endangering the operator or others. Such drivers shall also possess a valid California Driver's License (will be checked on site) and have no less than 3 years' experience delivering chemicals. Contractor must ensure that commercial drivers (Class A and Class B licensees) providing services to SCVWD comply with the U.S. Department of Transportation drug testing regulations for transportation workers as set for in Omnibus Transportation Employee Testing Act of 1991.
- b. Drivers and Contractor's personnel assigned to SCVWD job sites must be able to communicate and understand English.

Treatment Plant Staff Training

Contractors supplying chemicals will also be required to provide a chemical safety training class at each

of the water treatment plants each year of the chemical contract upon request. Contractor supplying more than one chemical may combine training on the chemicals into a single training class. Contractor will provide a detailed training course outline for each chemical for which training is to be provided and coordinate the training schedule with the individual water treatment plant supervisors.

Contractor Safety Program

SCVWD is dedicated to the welfare and safety of its employees, contractors, and the public. The operation and maintenance of water treatment plants requires a continual emphasis on safety, from the procurement and installation of new facilities, systems and equipment, through the hiring and training of employees, to the management of the agency and the provision of service. To demonstrate our commitment, SCVWD has implemented a Contractor Safety Program that requires Contractors hired for certain types of work or services to be “pre-qualified for safety” by having SCVWD’s Health and Safety Unit review the Contractor’s current safety program prior to contract award. SCVWD has developed a “Contractor Safety Qualification Packet.” The packet is required to be filled out and returned within 10 business days of notification of the intent to award. If we do not receive a response within that time frame, SCVWD has a right to not consider you for contract award based on being non-responsive. The actual award of the contract will be contingent upon SCVWD being satisfied that your safety program meets CAL/OSHA requirements.

The Contractor may be required to submit the information regarding Hazard Communication Program. Every contractor and sub-contractor on a SCVWD project whose employees will be handling or exposed to chemicals (or exposing other Contractors, SCVWD employees or members of the public) should have a Safety Data Sheet (SDS) for each such chemical. Each contractor and sub-contractor should also be contractually required to provide a copy of each such SDS to SCVWD for review prior to bringing the chemical on SCVWD property. SDSs are just one part of a Hazard Communication Program; every contractor and sub-contractor should submit a copy of their Hazard Communication Program for SCVWD’s review to ensure it meets all the pertinent requirements of 8 CCR 5194 (<http://www.dir.ca.gov/Title8/5194.html>). This program also requires training for affected employees; training records should be reviewed by SCVWD to ensure every contractor employee on SCVWD jobsite has been appropriately trained.

ISO 9001 – Quality Management System and ISO 14001 – Environmental Management System

SCVWD is registered for International Organization for Standardization (ISO) 9001- Quality Management System and ISO 14001- Environmental Management System. ISO 9001 sets the quality standards that assist SCVWD in providing consistent quality to its customers, enhance customer satisfaction, and achieve continual improvement of the system in pursuit of these objectives. ISO 14001 sets the environmental standard that assists SCVWD in identifying its potential impacts on the environment and the control of those impacts while meeting the applicable regulatory requirements. Quality, environmental stewardship, and organizational excellence are the responsibility of each individual in the organization, including SCVWD service providers.

As an on-site provider of services for SCVWD that has the potential to result in significant environmental impacts, your firm is required to review the Contractor QEMS Awareness pamphlet with any of the employee(s), sub-contractor(s), and/or sub-consultant(s) (“Staff”) performing services on behalf of SCVWD, and make Staff aware of SCVWD’s Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations. The contractor must give its Staff a copy of the Contractor QEMS Awareness pamphlet; and, by completing, signing, and by returning the QEMS Awareness and Training Certification Form to SCVWD, warrants that the pamphlet has been reviewed by the Contractor’s Staff and Staff is aware of SCVWD’s quality and environmental objectives and targets.

SCVWD Required Information from Contractor

Within ten calendar days of the Notice of Award, the successful bidder must submit to SCVWD the required documents listed below. The award of the contract will be contingent upon SCVWD receiving complete and correct information on the required documents.

- Completed and signed Contractor Safety and Qualification Packet *
- Completed and signed QEMS Awareness and Training Certification Form *

*To view a copy of the Contractor Safety and Qualification Packet and QEMS Awareness and Training Certification Form please contact Laura Vollmer at Santa Clara Valley Water District at lvollmer@valleywater.org.

SPECIAL TECHNICAL SPECIFICATIONS**Applies only to****EL DORADO IRRIGATION DISTRICT****12.5% SODIUM HYPOCHLORITE****Delivery Requirements**

1. District staff will place orders primarily by telephone. At that time an order is placed, a request for delivery driver information will be made and required to be faxed or e-mailed to the receiving site twenty-four (24) hours before the delivery. The delivery driver information consists of the following:
 - a. Delivery company name.
 - b. Delivery driver name.
 - c. Delivery driver driver's license number.
 - d. Delivery vehicle license and trailer license number(s).
 - e. Trailer seal top and base numbers.
2. Delivery tank must be confirmed as dedicated for delivering the specific water treatment chemical via a letter from the contractor OR each delivery of water treatment chemical must be accompanied by a certificate indicating the delivery truck was washed thoroughly before filled with chemical to be delivered to El Dorado Irrigation District.

Orders may be refused if delivery driver information requests are not provided.

3. Deliveries must be made before 3:00 p.m. or they may be refused.

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

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 Safety Data Sheets (SDS) 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

Delivery to Pinehollow is limited to delivery trucks no longer than 25 feet in length.

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.

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.

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

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

BILLING INFORMATION

The Supplier shall include shipping date, bill of lading number, quantity in gallons, unit price, and extension on all invoices.

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. Telephone Number(s)
 - 2. Email address
- B. Sales/Account Representative
 - 1. Telephone Number(s)
 - 2. Email address

SPECIAL TECHNICAL SPECIFICATIONS

Applies only to

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

12.5% SODIUM HYPOCHLORITE

Delivery Details:

To unload the chemical the vendor must provide and use a 50-foot hose with a 2" camlock quick disconnect fitting.

SPECIAL TECHNICAL SPECIFICATIONS

Applies only to

CITY OF FOLSOM

12.5% SODIUM HYPOCHLORITE

Delivery Details:

Deliveries made to the City of Folsom Water Treatment Plant must be made between the hours of 8:00 a.m. and 2:00 p.m.

SPECIAL TECHNICAL SPECIFICATIONS**Applies only to****CITY OF STOCKTON****12.5% SODIUM HYPOCHLORITE****Requirement:**

The successful Bidder will be required to enter into the City of Stockton's Agreement for the Purchase of Goods and Services. The successful Bidder will also be required to meet the City of Stockton's insurance requirements. Any additional costs associated with executing the City of Stockton's Agreement for the Purchase of Goods and Services, and complying with the City's insurance requirements must be noted as a standard deviation in the bid document.

To obtain a copy of the Agreement for the Purchase of Goods and Services and a copy of the insurance requirements in advance of the bid closing date, please contact Deedee Antypas, Program Manager III, Municipal Utilities Department – City of Stockton, at deedee.antypas@stocktongov.com .

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR BID NO. 14-2015
12.5% SODIUM HYPOCHLORITE**

Geographic Area	Water Treatment Applications Estimated Annual Quantity (Gallons)	Wastewater Treatment Applications Estimated Annual Quantity (Gallons)
North Bay Agencies:		
Central Contra Costa Sanitary District		400,000
Contra Costa Water District	300,000	
Delta Diablo		450,000
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
East Bay Agencies:		
Alameda County Water District	332,126	
City of Hayward		130,000
City San Leandro		150,000
Oro Loma Sanitary District		187,000
Union Sanitary District		800,000
South Bay Agencies:		
City of Gilroy	6,500	
City of Morgan Hill	15,000	
City of San Jose		600,000
Santa Clara Valley Water District	1,200,000	
Tri-Valley Agencies:		
City of Livermore		260,000
City of Pleasanton	2,500	
Dublin San Ramon Services District	75,000	250,000
Zone 7 Water Agency	384,000	
Peninsula Agencies:		
City of Burlingame		105,000
City of Daly City/North San Mateo County Sanitation District		90,000
City of San Mateo		324,000

Geographic Area	Water Treatment Applications Estimated Annual Quantity (Gallons)	Wastewater Treatment Applications Estimated Annual Quantity (Gallons)
Peninsula Agencies Cont'd:		
Silicon Valley Clean Water		254,000
Marin-Sonoma-Napa Agencies:		
Central Marin Sanitation Agency		280,000
City of Mill Valley/Sewerage Agency of Southern Marin		30,000
Las Gallinas Valley Sanitary District		80,000
Marin Municipal Water District	284,000	
Napa Sanitation District		336,000
North Marin Water District	3,000	
Sanitary District No. 5 of Marin County	36,000	
Sausalito Marin City Sanitary District		60,000
Central Valley Agencies:		
City of Fresno		180,000
City of Merced		60,000
City of Stockton	200,000	
Sacramento Area Agencies:		
Carmichael Water District	36,000	
City of Folsom	120,000	
City of Roseville	254,800	120,000
El Dorado Irrigation District	120,000	120,000
Placer County Water Agency	265,250	
Rancho Murieta Community Services District	2,700	
Sacramento County Water Agency	160,000	
Totals:	3,681,966	5,502,000

GRAND TOTAL ESTIMATED ANNUAL QUANTITY: ± 9,183,966 Gallons

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS FOR BID NO. 14-2015
12.5% SODIUM HYPOCHLORITE**

Geographic Area	Delivery Location	Frequency of Deliveries	Application for 12.5% Sodium Hypochlorite	Typical Delivery Size (Gallons)
North Bay Agencies:				
Central Contra Costa Sanitary District	5019 Imhoff Place, Martinez	2 times per week	Wastewater Treatment	5,000
Contra Costa Water District	Bollman Water Treatment Plant -2015 Bates Ave, Concord	±15 times per year	Water Treatment	4,500 – 5,000
	Pinehollow Pump Station Grasswood Court, Concord	1 time per year	Water Treatment	200
	Brentwood Water Treatment Plant - 3760 Neroly Road, Oakley	±7 times per year	Water Treatment	4,500 – 5,000
Delta Diablo	WWTP – 2500 Pittsburg-Antioch Hwy, Antioch	Approximately 2 times per week	Wastewater Treatment	5,000
Ironhouse Sanitary District	450 Walnut Meadows Drive, Oakley	Quarterly	Wastewater Treatment	660 (2 – 330 gal totes)
Rodeo Sanitary District	800 San Pablo Ave, Rodeo	1 time every 2 weeks	Wastewater Treatment	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	500 - 900
	1800 Newport Drive, Discovery Bay	1 – 2 times per week-summer 1 -2 times per month-fall and winter	Water Treatment	500 - 900
West County Wastewater District	2377 Garden Tract Road, Richmond	Every 6 – 10 days	Wastewater Treatment	5,000
East Bay Agencies:				
Alameda County Water District	Mission San Jose Water Treatment Plant – 42500 Vargas Rd., Fremont	Monthly	Water Treatment	4,000
	Blending Facility – 1111 Mowry Avenue, Fremont	1 time every 2 weeks	Water Treatment	4,000

Alameda County Water District	Water Treatment Plant No. 2 – 42436 Mission Blvd., Fremont	1 to 2 deliveries per week	Water Treatment	4,000
	Newark Desalination Facility – 6833 Redeker Place, Newark	1 time every 2 weeks	Water Treatment	3,000
City of Hayward	3700 Enterprise Avenue, Hayward	1 time every 2 weeks	Wastewater Treatment	10,000
City of San Leandro	3000 Davis St, San Leandro – Primary	1 time every 10 days	Wastewater Treatment	5,000
	Satellite Station 2.5 miles south from primary address	1 times every 2 weeks from Apr-Oct	Wastewater Treatment	500 – 1,200
Oro Loma Sanitary District	2600 Grant Avenue, San Lorenzo	1 time per week	Wastewater Treatment	3,600
Union Sanitary District	5072 Benson Road, Union City	12 – 15 times per month	Wastewater Treatment	5,000
South Bay Agencies:				
City of Gilroy	613 Old Gilroy Street, Gilroy	Every 1-2 weeks	Water Treatment	100-180 (8 to 12 – 15 gallon carboys)
City of Morgan Hill	100 Edes Court, Morgan Hill	2 – 4 times per month	Water Treatment	4 – 6 drums (55 gallon drums containing 53 gallons)
	Boys Ranch #1 Well – 1004 Burnett Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Boys Ranch #2 Well – 1000 Burnett Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Boys Ranch #3 Well – 1002 Burnett Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Butterfield Well – 17935 Calle Hermosa, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Diana #1 Well – 200 Diana Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Diana #2 Well – 1420 Diana Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Diana #3 Well – 1000 Diana Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Diana #4 Well – 505 Diana Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Dunne #1 & #2 Wells – 100 E. Dunne Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300

City of Morgan Hill	Jackson Well – 2150 E. Dunne Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Main #1 & #2 Wells – 470 E. Main Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Nordstrom Well – 17002 Murphy Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	San Pedro Well – 1240 San Pedro Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
	Tennant Well – 390 Tennant Ave, Morgan Hill	1 – 2 times per month	Water Treatment	100 - 300
City of San Jose	700 Los Esteros Road, San Jose	10 times per month	Wastewater Treatment	5,000
Santa Clara Valley Water District	Penitencia Water Treatment Plant - 3959 Whitman Way, San Jose	±30 loads per year	Water Treatment	4,000
	Rinconada Water Treatment Plant – 400 More Avenue, Los Gatos	±75 loads per year	Water Treatment	4,000
	Santa Teresa Water Treatment Plant - 7011 Graystone Lane, San Jose	±60 loads per year	Water Treatment	4,000
	Silicon Valley Advanced Water Purification Center 4190 Zanker Road, San Jose	±30 loads per year	Water Treatment	4,000
Tri-Valley Agencies:				
City of Livermore	101 W. Jack London Blvd, Livermore	1 time per week	Wastewater Treatment	5,000
City of Pleasanton	7399 Johnson Drive, Pleasanton	1 delivery per year	Water Treatment	2,500
Dublin San Ramon Services District	7399 Johnson Drive, Pleasanton	4 - 5 times per month	Wastewater Treatment	4,500 – 5,000
	7399 Johnson Drive, Pleasanton	1 – 3 times per month	Water Treatment	4,500 – 5,000
Zone 7 Water Agency	601 E. Vallecitos Road, Livermore	4 – 6 times per month	Water Treatment	5,000
	8750 Patterson Pass Road, Livermore	1 – 2 times per month	Water Treatment	5,000
	5997 Parkside Drive, Pleasanton	Varies per well site	Water Treatment	150 - 1,500
	3750 Stoneridge Drive, Pleasanton	Varies per well site	Water Treatment	150 - 1,500
	2655 El Charro Road, Pleasanton	Varies per well site	Water Treatment	150 - 1,500

Zone 7 Water Agency	5215 Stoneridge Drive, Pleasanton	Varies per well site	Water Treatment	150 - 1,500
Peninsula Agencies:				
City of Burlingame	1103 Airport Blvd, Burlingame	Every other week	Wastewater Treatment	5,000
City of Daly City/North San Mateo County Sanitation District	153 Lake Merced Blvd, Daly City	20 loads per	Wastewater Treatment	4,500
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	4,000 – 5,000
City of South San Francisco	195 Belle Air Road, South San Francisco	1 time per week	Water Treatment	4,700
Silicon Valley Clean Water	1400 Radio Road, Redwood City	Every 2 weeks	Wastewater Treatment	4,500
	1585 Maple Street, Redwood City	2 times per year	Wastewater Treatment	2,000 (<i>split with the WWTP</i>)
Marin-Sonoma-Napa Agencies:				
Central Marin Sanitation Agency	1301 Andersen Drive, San Rafael	1 time per week in dry weather; 1-2 times per week in wet weather	Wastewater Treatment	5,000
City of Mill Valley/Sewerage Agency of Southern Marin	450 Sycamore Avenue, Mill Valley	1 time per month	Wastewater Treatment	2,000
Las Gallinas Valley Sanitary District	300 Smith Ranch Road, San Rafael	1 time per month	Wastewater Treatment	5,000
Marin Municipal Water District	San Geronimo – 330 San Geronimo Valley Road, Woodacre	23 per year (<i>Summer: 1 x per week; Winter: 1 x per month</i>)	Water Treatment	4,000
	Bon Tempe – Filter Plant Road, Fairfax	15 per year (<i>1 per 2 weeks in summer; 1 per month in winter</i>)	Water Treatment	2,000
	Ignacio Pump Station – 13 Hamilton Drive, Novato	11 per year (<i>1 x per month</i>)	Water Treatment	1,500
	Las Gallinas – 300 Smith Ranch Road, San Rafael	3 per year (<i>1 per 2 months Apr- Nov</i>)	Water Treatment	2,500
Napa Sanitation District	1515 Soscol Ferry Road, Napa	2 - 3 times per week	Wastewater Treatment	5,000

North Marin Water District	End of Commodore Webster, Point Reyes Station	Every 5 weeks	Water Treatment	200
	Hwy 37 between Atherton Ave & Hwy 101, Novato	1 time per year	Water Treatment	1,000
Sanitary District No. 5 of Marin County	2001 Paradise Drive, Tiburon	Monthly	Wastewater Treatment	3,000
Sausalito Marin City Sanitary District	1 East Road, Sausalito	Monthly	Wastewater Treatment	5,000
Central Valley Agencies:				
City of Fresno	5607 W. Jensen Avenue, Fresno	1-4 times per month	Wastewater Treatment	4,800
City of Merced	10260 S. Gove Road, Merced	2 times per month	Wastewater Treatment	2,500
City of Stockton	11373 N. Lower Sacramento Road, Lodi	3 times per month	Water Treatment	4,600
Sacramento Area Agencies:				
Carmichael Water District	3501 Bajamont Way, Carmichael	Every 6 weeks	Water Treatment	4,500
City of Folsom	Folsom WTP 194 Randall Drive, Folsom	Winter – monthly Summer – weekly	Water Treatment	4,700
City of Roseville	Barton Road Water Treatment Plant 9595 Barton Road, Granite Bay	40 times per year <i>(1-2 per week in summer / 1-2 per month in winter)</i>	Water Treatment	5,000
	Roseville Energy Park 5120 Phillip Road, Roseville	1 time every 2 months	Water Treatment	5,000
	Pleasant Grove Wastewater Treatment Plant 5051 Westpark Drive, Roseville	24 times per year <i>(2-3 per month in summer / 1-2 per month in winter)</i>	Wastewater Treatment	5,000
	Roseville Aquatics Complex 3051 Woodcreek Oaks Blvd., Roseville	Varies	Water Treatment	500 – 1,000
	Mike Shellito Indoor Pool 12010 Fairway Drive, Roseville	Varies	Water Treatment	500
	Johnson Pool 100 D Street, Roseville	Varies	Water Treatment	400
El Dorado Irrigation District	El Dorado Hills WWTP – El Dorado Hills	1 time per month	Wastewater Treatment	5,000

El Dorado Irrigation District	El Dorado Hills Water Treatment Plant – El Dorado Hills	1 time per month	Water Treatment	5,000
	Deer Creek WWTP – El Dorado Hills	1 time per month	Wastewater Treatment	5,000
	Reservoir 1 Water Treatment Plant – Pollock Pines	1 time per month	Water Treatment	5,000
Placer County Water Agency	Alta Water Treatment Plant – 990 Alta Reservoir Road, Alta	3 times per year	Water Treatment	160 (32 carboys)
	Auburn Water Treatment Plant – 145 Ferguson Road, Auburn	1 time per month	Water Treatment	2,000
	Auburn Water Treatment Plant – 145 Ferguson Road, Auburn	7 times per year	Water Treatment	160 (32 carboys)
	Bowman Water Treatment Plant – 595 Christian Valley Road, Auburn	1 time per week	Water Treatment	3,000
	Colfax Water Treatment Plant – 449 Pleasant Street, Auburn	1 time every 2 months	Water Treatment	1,000
	Foothill Water Treatment Plant – 9200 Powerhouse Road, Newcastle	1 time every week	Water Treatment	4,500
	Sunset Water Treatment Plant – 3525 Park Drive, Rockling	1 time every 2 months	Water Treatment	2,500
Rancho Murieta Community Services District	7220 Murieta Drive, Rancho Murieta (inside gated community)	4 times per year	Water Treatment	700
Sacramento County Water Agency	Vineyard Surface Water Treatment Plant, Sacramento	0-3 times per month	Water Treatment	5,000
	Waterman Road Water Treatment Plant, Sacramento	0-2 times per month	Water Treatment	2,000
	Wild Hawk Water Treatment Plant, Sacramento	0-2 times per month	Water Treatment	2,000
	Poppy Ridge Water Treatment Plant, Elk Grove	0-2 times per month	Water Treatment	2,000
	Elk Gove Water Treatment Plant, Elk Grove	0-2 times per month	Water Treatment	2,000

Sacramento County Water Agency	Big Horn Water Treatment Plant, Elk Grove	0-2 times per month	Water Treatment	2,000
	Anatolia Water Treatment Plant, Rancho Cordova	0-2 times per month	Water Treatment	2,000

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

Alameda County Water District

Attention: Milan Viau, Water Treatment & Distribution Supervisor
43885 South Grimmer Blvd.
Fremont, CA 94538
Phone: (510) 668-4290

Carmichael Water District

Attention: Mark McClintock
7837 Fair Oaks Blvd.
Carmichael, CA 95608
Phone: (916) 679-0457

Central Contra Costa Sanitary District

Attention: Doug Little
5019 Imhoff Place
Martinez, CA 94553-4392
Phone: (925) 229-7284

Central Marin Sanitation Agency

Attention: Jacky Wong, Assistant Engineer
1301 Andersen Drive
San Rafael, CA 94901
Phone: (415) 459-1455 x 130

City of Burlingame

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

City of Daly City/North San Mateo County Sanitation District

Attention: Brandon Wardle
153 Lake Merced Blvd.
Daly City, CA 94015
Phone: (650) 991-8200

City of Folsom

Attention: Todd Eising
50 Natoma Street
Folsom, CA 95630
Phone: (916) 351-3502

City of Fresno

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

City of Gilroy

Attention: Dan Aldridge, Operations Supervisor/Water
613 Old Gilroy Street
Gilroy, CA 95020
Phone: (408) 846-0271

City of Hayward**Water Pollution Control Facility**

Attention: Ray Busch, Water Pollution Control Facility Manager
3700 Enterprise Avenue
Hayward, CA 94545
Phone: (510) 293-5212

Ironhouse Sanitary District

Attention: Chris Christean, Operations Supervisor
450 Walnut Meadows Drive
Oakley, CA 94561
(925) 625-2279

City of Livermore**Water Resources / Public Works Department**

Attention: Jimmie Truesdell, WR Operations Manager
101 West Jack London Blvd.
Livermore, CA 94551
Phone: (925) 960-8122

City of Merced**Wastewater Treatment Facility**

Attention: Keith Riedeman
10260 Gove Road
Merced, CA 95340
Phone: (209) 385-6215

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

Attention: Chris Monti, Chief Plant Operator
26 Corte Madera Avenue
Mill Valley, CA 945941
Phone: (415) 388-2402 x 4823

City of Morgan Hill

Attention: Clint Byrum, Utility Supervisor
100 Edes Court
Morgan Hill, CA 95037-5301
Phone: (408) 776-7333 x 251

City of Pleasanton**Operations Services Center**

Attention: Dan Martin, Utilities Superintendent
3333 Busch Road
Pleasanton, CA 94566-0802
Phone: (925) 931-5523

City of Roseville

Attention: Shannon Wiest
311 Vernon Street
Roseville, CA 95678
Phone: (916) 774-5705

City of Sacramento/Utilities

Attention: Dave Phillips
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-5652

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

Attention: Joanna De Sa, Deputy Director, Wastewater Management
700 Los Esteros Road
San Jose, CA 95134
Phone: (408) 635-2039

City of San Leandro**Water Pollution Control Plant****Attn: Akli Belaidi, Operations Supervisor**

3000 Davis Street
San Leandro, CA 94577
Phone: (510) 577-3434

City of San Mateo**Wastewater Treatment Plant**

Attention: Ryan Smith, WWTP Operations Superintendent
2050 Detroit Drive
San Mateo, CA 94404
Phone: (650) 522-7380

City of South San Francisco**Water Quality Control Plant**

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

City of Stockton**Municipal Utilities Department**

Attention: Margaret Orr, Deputy Director of Wastewater
2500 Navy Drive
Stockton, CA 95206
Phone: (209) 937-5125

Contra Costa Water District

Attention: Doug Anderson, Purchasing Officer
1331 Concord Avenue
Concord, CA 94520-4907
Phone: (925) 688-8011

Delta Diablo

Attention: Paulette Rios, Buyer
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373
Phone: (925) 756-1968

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

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

El Dorado Irrigation District

Attention: Edward Ruiz
2890 Mosquito Road
Placerville, CA
Phone: (530) 642-4125

Ironhouse Sanitary District

Attention: Chris Christean, Operations Supervisor
450 Walnut Meadows Drive
Oakley, CA 94561
(925) 625-2279

Marin Municipal Water District

Attention: Paul Sellier
220 Nellen Avenue
Corte Madera, CA 94925
Phone: (415) 945-1557

Napa Sanitation District

Attention: Timothy B. Healy, General Manager
935 Hartle Court
P.O. Box 2480
Napa, CA 94558
Phone: (707) 258-6000 x 508

North Marin Water District

Attention: Robert Clark, Operations/Maintenance Superintendent
999 Rush Creek Place
P.O. Box 146
Novato, CA 94948
Phone: (415) 897-4133 x 8444

Oro Loma Sanitary District

Attention: Manuel Talledo-Garcia, Supervisor Plant Operations
2655 Grant Avenue
San Lorenzo, CA 94580-1838
Phone: (510) 276-4700

Placer County Water Agency

Attention: Todd Deacon
144 Ferguson Road
Auburn, CA 95604
Phone: (530) 823-4877

Rancho Murieta Community Services District

Attention: Paul Siebensohn
15160 Jackson Road
Rancho Murieta, CA 95683
Phone: (916) 354-3700

Rodeo Sanitary District

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

Santa Clara Valley Water District**Water Utility Operations & Maintenance Division**

Attention: Angela Cheung, Water Treatment Operations Manager
5750 Almaden Expressway
San Jose, CA 95118
Phone: (408) 630-2735

Sanitary District No. 5 of Marin County

Attention: Tony Rubio, District Manager
2001 Paradise Drive
Tiburon, CA
(415) 435-1501

Sausalito Marin City Sanitary District

Attention: Kevin Beneda, Lead Operator
1 East Road
Sausalito, CA 94965
Phone: (415) 332-0244

Town of Discovery Bay Community Services District

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

Union Sanitary District

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

West County Wastewater District

Attention: Paul R. Stovall, Operations Manager
2910 Hilltop Drive
Richmond, CA 94806
Phone: (510) 222-6700

Zone 7 Water Agency

Attention: 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. 14-2015
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: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS (if applicable, attach additional sheets if necessary):

**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) _____	_____	_____

11. Chemical Manufacturer's name and address (if different from Bidder):

**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. 14-2015, PAGE 1 OF 3**

Sealed bids must be enclosed in an envelope clearly marked:

“BID FOR 12.5% SODIUM HYPOCHLORITE BACC BID NO. 14-2015”

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
Tuesday, April 14, 2015

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, Delta Diablo, Rodeo Sanitary District, Town of Discovery Bay, and West County Wastewater District.

Unit Price for 12.5% Sodium Hypochlorite \$ _____/gallon

OPTIONAL BID ITEM: Ironhouse Sanitary District

Unit Price for 12.5% Sodium Hypochlorite in totes: \$ _____/gallon

BACC Agencies: East Bay Locations
Alameda County Water District, City of Hayward, City of San Leandro, Oro Loma Sanitary District, and Union Sanitary District.

Unit Price for 12.5% Sodium Hypochlorite \$ _____/gallon

BACC Agencies: South Bay Locations
City of San Jose, and Santa Clara Valley Water District.

Unit Price for 12.5% Sodium Hypochlorite \$ _____/gallon

OPTIONAL BID ITEM: City of Gilroy

Unit Price for 12.5% Sodium Hypochlorite in carboys: \$ _____/gallon

OPTIONAL BID ITEM: City of Morgan Hill

Unit Price for 12.5% Sodium Hypochlorite in drums: \$ _____/gallon

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 14-2015, PAGE 2 OF 3**

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

BACC Agencies: Peninsula Locations

City of Burlingame, City of Daly City/North San Mateo County Sanitation District, City of San Mateo, City of South San Francisco and Silicon Valley Clean Water.

Unit Price for 12.5% Sodium Hypochlorite \$_____/gallon

BACC Agencies: Marin-Sonoma-Napa Locations

Central Marin Sanitation Agency, City of Mill Valley/Sewerage Agency of Southern Marin), Marin Municipal Water District, Napa Sanitation District, North Marin Water District, Sanitary District No. 5 of Marin County, and Sausalito Marin City Sanitary District.

Unit Price for 12.5% Sodium Hypochlorite \$_____/gallon

BACC Agencies: Sacramento Area Locations

Carmichael Water District, City of Folsom, City of Roseville, El Dorado Irrigation District, Placer County Water Agency, Rancho Murieta Community Services District and Sacramento County Water Agency.

Unit Price for 12.5% Sodium Hypochlorite \$_____/gallon

OPTIONAL BID ITEM: Placer County Water Agency

Unit Price for 12.5% Sodium Hypochlorite in carboys: \$_____/gallon

BACC Agencies: Central Valley Locations

City of Fresno, City of Merced and City of Stockton.

Unit Price for 12.5% Sodium Hypochlorite \$_____/gallon

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 is required for all chemicals and polymers being provided for potable water treatment. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance with AWWA/NSF standards and a letter attesting to the affidavit's validity, a current printout from NSF.org is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified.
- c. Product Bulletin and Typical Properties.
- d. Safety Data Sheet (SDS).

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 14-2015, PAGE 3 OF 3**

- e. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.