

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2019/2020**

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		Unit of Measure	Estimated Annual Qty for Treatment Applications:	
			Water	Wastewater
<u>Alameda County Water District</u>		East Bay		
Aqueous Ammonia	19% Solution	gal	66,000	0
Ferric Chloride		dry ton	793	0 320,000 gals
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	35,000	0
Sodium Hydroxide	50% (Caustic)	gal	330,000	0
Sodium Hypochlorite 12.5%		gal	345,000	0
<u>Carmichael Water District</u>		Sacramento		
Sodium Hydroxide	50% (Caustic)	gal	35,000	0
Sodium Hypochlorite 12.5%		gal	45,000	0
<u>Central Contra Costa Sanitary District</u>		North Bay		
Aluminum Sulfate	44%-49% Liquid Solution	gal	0	50,000
Sodium Hydroxide	50% (Caustic)	gal	0	25,000
Sodium Hypochlorite 12.5%		gal	0	450,000
<u>Central Marin Sanitation Agency</u>		Marin Sonoma Napa		
Calcium Nitrate	Solution	gal	0	120,000
Calcium Nitrate (dry material)	Nitrate Oxygen	lb	0	0
Ferric Chloride		dry ton	0	150 100,000 gals; changed from 180 ton
Hydrogen Peroxide	50% (NOT BIDDING)	gal	0	150,000
Sodium Bisulfite	25% Solution	gal	0	170,000
Sodium Hypochlorite 12.5%		gal	0	280,000
<u>City of Antioch</u>		North Bay		
Aluminum Sulfate	44%-49% Liquid Solution	gal	260,000	0
Ammonium Sulfate	40% Liquid Solution	gal	31,200	0 may not need full amt due to disinfection conversion
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	16,600	0
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	170	0 may not need full amt due to disinfection conversion
Sodium Hydroxide	50% (Caustic)	gal	130,000	0
Sodium Hypochlorite 12.5%		gal	220,000	0 may not need full amt due to disinfection conversion
<u>City of Brentwood</u>		North Bay		
Sodium Bisulfite	25% Solution	gal	0	50,000
Sodium Hypochlorite 12.5%		gal	0	120,000
<u>City of Burlingame</u>		Peninsula		
Sodium Hypochlorite 12.5%		gal	0	100,500
<u>City of Daly City/North San Mateo County Sanitation District</u>		Peninsula		
Aqueous Ammonia	19% Solution	gal	6,000	0
Ferrous Chloride		dry ton	0	25
Sodium Bisulfite	25% Solution	gal	0	80,000
Sodium Hypochlorite 12.5%		gal	25,000	130,000

		Unit of Measure	Estimated Annual Qty for Treatment Applications:	
			Water	Wastewater
City of Dublin		Tri Valley		
Sodium Hypochlorite 12.5%		gal	24,000	0
City of Folsom		Sacramento		
Sodium Hypochlorite 12.5%		gal	115,000	0
City of Hayward		East Bay		
Ammonium Sulfate	40% Liquid Solution	gal	0	5,000
Ferric Chloride		dry ton	0	153 42,000 gals
Sodium Hydroxide	50% (Caustic)	gal	0	5,000
Sodium Hypochlorite 12.5%		gal	0	230,000
City of Lathrop (Veiola NA)		Central Valley		
Citric Acid	48% - 52% Liquid	gal	0	1,500
Sodium Hypochlorite 12.5%		gal	0	40,000
City of Livermore		Tri Valley		
Ferric Chloride		dry ton	0	120 60,000 gals
Sodium Hypochlorite 12.5%		gal	0	260,000
City of Martinez		North Bay		
Aluminum Sulfate	44%-49% Liquid Solution	gal	100,000	0
Aluminum Sulfate	5% Acidized Liquid Solution (OPTIONAL BID ITEM)	gal	100,000	0
Aluminum Sulfate	7% Acidized Liquid Solution (OPTIONAL BID ITEM)	gal	100,000	0
Ammonium Sulfate	40% Liquid Solution	gal	16,000	0
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	5,000	0
Sodium Hydroxide	50% (Caustic)	gal	55,000	0
Sodium Hypochlorite 12.5%		gal	55,000	0
City of Merced		Central Valley		
Ferric Chloride		dry ton	0	240 120,000 gals
Sodium Hypochlorite 12.5%		gal	0	70,000
City of Mill Valley - Sewerage Agency of Southern Marin		Marin Sonoma Napa		
Sodium Hypochlorite 12.5%		gal	0	60,000 same as 2018 per Chris
City of Millbrae		Peninsula		
Ferric Chloride		dry ton	0	40 22,200 gals
Sodium Hypochlorite 12.5%		gal	0	54,000
City of Morgan Hill		South Bay		
Sodium Hypochlorite 12.5%		gal	15,000	0
City of Pinole (Pinole/Hercules WPCP)		North Bay		
Ferric Chloride		dry ton	0	23 10,000 gals (ww)
Sodium Bisulfite	25% Solution	gal	0	200,000
Sodium Hypochlorite 12.5%		gal	0	235,000

		Unit of Measure	Estimated Annual Qty for Treatment Applications:	
			Water	Wastewater
City of Pittsburg		North Bay		
Aluminum Sulfate	44%-49% Liquid Solution	gal	105,000	0
Ammonium Sulfate	40% Liquid Solution	gal	22,000	0
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	9,000	0
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	58	0
Sodium Hydroxide	50% (Caustic)	gal	58,000	0
City of Roseville		Sacramento		
Aluminum Sulfate	44%-49% Liquid Solution	gal	250,000	0
Aqueous Ammonia	29% Solution	gal	0	18,000
Ferric Chloride		dry ton	0	196 84,000 gals
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	45,000	0
Sodium Hydroxide	50% (Caustic)	gal	48,000	241,200
Sodium Hydroxide	25% (Caustic)	gal	0	151,000 Roseville Energy Park (ww)
Sodium Hypochlorite 12.5%	In Carboys (OPTIONAL BID ITEM)	gal	1,160	0 in 5-gal totes
Sodium Hypochlorite 12.5%		gal	225,000	71,000
Sulfuric Acid	93%	gal	0	8,000
City of Sacramento		Sacramento		
Aluminum Sulfate	44%-49% Liquid Solution	gal	628,000	0
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	147,600	0
Liquid Chlorine	150-Lb Cylinders (OPTIONAL BID ITEM)	lb	43,800	0 changed from 6,750 per Stacy 2/22
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	236	0
Sodium Bisulfite	25% Solution	gal	0	7,000
Sodium Hydroxide	25% (Caustic)	gal	16,000	0
Sodium Hydroxide	20% (Caustic)	gal	4,000	0 rev from 16K per Stacy 3/1
Sodium Hypochlorite 12.5%		gal	0	50,000
City of San Leandro		East Bay		
Sodium Hypochlorite 12.5%		gal	0	215,000
City of San Mateo		Peninsula		
Ferric Chloride		dry ton	0	265 110,000 gals
Sodium Bisulfite	25% Solution	gal	0	225,000
Sodium Hypochlorite 12.5%		gal	0	350,000
City of South San Francisco		Peninsula		
Ferric Chloride		dry ton	0	130 55,000 gals (ww)
Sodium Bisulfite	25% Solution	gal	0	325,000
Sodium Hypochlorite 12.5%		gal	0	450,000

		Unit of Measure	Estimated Annual Qty for Treatment Applications:		
			Water	Wastewater	
City of Stockton		Central Valley			
Aqueous Ammonia	19% Solution	gal	45,000	30,000	corrected 2/25 (qty was reversed)
Calcium Nitrate	Solution	gal	0	200,000	changed from 48K per Kat 3/4
Calcium Nitrate (dry material)	Nitrate Oxygen	lb	0	0	
Citric Acid	48% - 52% Liquid	gal	3,000	0	
Ferric Chloride		dry ton	0	400	68,400 gals
Liquid Chlorine	150-Lb Cylinders (OPTIONAL BID ITEM)	lb	14,000	0	5 x 150 lb cylinders per delivery
Sodium Bisulfite	40% Solution	gal	1,500	175,000	changed from 150K per Kathryn
Sodium Hydroxide	25% (Caustic)	gal	12,000	85,000	52.5 dry tons; rev WW from 60K
Sodium Hydroxide	50% (Caustic)	gal	0	84,000	rev 3/4 per Kat
Sodium Hypochlorite 12.5%		gal	254,000	681,000	rev 2/21; old 575K
Sulfuric Acid	50%	gal	4,000	0	
City of Sunnyvale		South Bay			
Ammonium Sulfate	40% Liquid Solution	gal	0	7,500	
Sodium Bisulfite	25% Solution	gal	0	75,000	
Sodium Hydroxide	25% (Caustic)	gal	0	7,000	
Sodium Hypochlorite 12.5%		gal	0	225,000	
City of Tracy		Central Valley			
Aluminum Sulfate	44%-49% Liquid Solution	gal	100,000	0	
Aqueous Ammonia	19% Solution	gal	10,000	22,000	
Sodium Bisulfite	25% Solution	gal	0	100,000	
Sodium Hypochlorite 12.5%		gal	50,000	0	
City of Yuba City		Sacramento			
Aluminum Sulfate	44%-49% Liquid Solution	gal	200,000	0	
Citric Acid	48% - 52% Liquid	gal	1,000	0	
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	16,000	0	
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	50	230	
Sodium Bisulfite	25% Solution	gal	0	15,000	
Sodium Hydroxide	25% (Caustic)	gal	0	15,000	
Sodium Hypochlorite 12.5%		gal	10,000	0	for city pool
Contra Costa Water District		North Bay			
Aluminum Sulfate	44%-49% Liquid Solution	gal	511,500	0	
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	40,000	0	
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	250	0	
Sodium Hydroxide	30% (Caustic)	gal	1,039,500	0	corrected from 450K per addendum1
Sodium Hypochlorite 12.5%		gal	263,000	0	
Sulfuric Acid	93%	gal	240,000	0	
Delta Diablo Sanitation District		North Bay			
Aluminum Sulfate	44%-49% Liquid Solution	gal	0	380,000	2/26/19
Ferrous Chloride		dry ton	0	275	2/26/19
Sodium Bisulfite	25% Solution	gal	0	210,000	2/26/19
Sodium Hypochlorite 12.5%		gal	0	500,000	2/26/19

		Unit of Measure	Estimated Annual Qty for Treatment Applications:	
			Water	Wastewater
Diablo Water District		North Bay		
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	380	0
Sodium Hypochlorite 12.5%		gal	7,500	0
Dublin San Ramon Services District		Tri Valley		
Aluminum Sulfate	44%-49% Liquid Solution	gal	0	521,000
Aqueous Ammonia	19% Solution	gal	800	0 mini bulk deliveries
Citric Acid (Crystalline Powder)	dry material	lb	0	4,000
Ferrous Chloride		dry ton	0	252
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	8,000	0
Sodium Hypochlorite 12.5%		gal	7,500	505,000
East Bay Dischargers Authority		East Bay		
Sodium Bisulfite	25% Solution	gal	0	200,000
El Dorado Irrigation District		Sacramento		
Sodium Hydroxide	25% (Caustic)	gal	10,000	0 corrected from 5K per addendum 1
Sodium Hydroxide	30% (Caustic)	gal	0	54,000 corrected from 27K per addendum 1
Sodium Hydroxide	50% (Caustic)	gal	0	88,000 corrected from 44K per addendum 1
Sodium Hypochlorite 12.5%		gal	100,000	120,000
Fairfield-Suisun Sewer District		Marin Sonoma Napa		
Ferrous Chloride		dry ton	0	150
Ironhouse Sanitary District		North Bay		
Aluminum Sulfate	44%-49% Liquid Solution	gal	0	20,000
Citric Acid	48% - 52% Liquid	gal	0	4,000
Sodium Hypochlorite 12.5%		gal	0	8,000
Las Gallinas Valley Sanitary District		Marin Sonoma Napa		
Sodium Bisulfite	25% Solution	gal	0	30,000
Sodium Hypochlorite 12.5%		gal	0	66,000
Marin Municipal Water District		Marin Sonoma Napa		
Aqueous Ammonia	30% Solution	gal	23,000	0
Ferric Chloride		dry ton	915	0 356,000 gals; change from 830 ton per Paul 2/12
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	28,000	0
Sodium Hydroxide	50% (Caustic)	gal	170,000	0 556 lb
Sodium Hypochlorite 12.5%		gal	220,000	0 change from 284K per Paul 2/12/19
Modesto Irrigation District		Central Valley		
Citric Acid	48% - 52% Liquid	gal	500	0
Sodium Hydroxide	20% (Caustic)	gal	563,500	0
Sodium Hypochlorite 12.5%		gal	215,500	0
Sulfuric Acid	50%	gal	500	0
Mt. View Sanitary District		North Bay		
Ferrous Chloride		dry ton	0	16

		Unit of Measure	Estimated Annual Qty for Treatment Applications:	
			Water	Wastewater
<u>Napa Sanitation District</u>		Marin Sonoma Napa		
Ferric Chloride		dry ton	0	220
Sodium Bisulfite	25% Solution	gal	0	85,000
Sodium Hydroxide	25% (Caustic)	gal	0	48,000 96K lbs
Sodium Hypochlorite 12.5%		gal	300,000	0
<u>Nevada Irrigation District</u>		Sacramento		
Aluminum Sulfate	44%-49% Liquid Solution	gal	144,000	0
Sodium Hydroxide	25% (Caustic)	gal	115,200	0
Sodium Hypochlorite 12.5%		gal	25,000	0
Sodium Hypochlorite 5.25%	OPTIONAL BID ITEM	gal	80,000	0
<u>North Marin Water District</u>		Marin Sonoma Napa		
Ferric Chloride		dry ton	200	0
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	15	0
Sodium Hydroxide	50% (Caustic)	gal	18,500	0 100 tons
Sodium Hypochlorite 12.5%		gal	3,000	0
<u>Oakwood Lake Water District</u>		Central Valley		
Ferric Chloride		dry ton	5	0 2,100 gals
Sodium Hypochlorite 12.5%		gal	6,000	0
<u>Oro Loma Sanitary District</u>		East Bay		
Ferric Chloride		dry ton	0	240 92,000 gals; use tons same 2018 if none provided
Sodium Hypochlorite 12.5%		gal	0	182,500
<u>Pleasant Hill Recreation & Park District</u>		North Bay		
Sodium Hypochlorite 12.5%		gal	12,000	0
<u>Rancho Murieta Community Services District</u>		Sacramento		
Aluminum Sulfate	44%-49% Liquid Solution	gal	20,000	23,000
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	8	14
Sodium Hydroxide	30% (Caustic)	gal	10,000	0
<u>Rodeo Sanitary District</u>		North Bay		
Sodium Bisulfite	25% Solution	gal	0	30,000
Sodium Hypochlorite 12.5%		gal	0	46,000
<u>Sacramento County Water Agency</u>		Sacramento		
Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	20,000	0
Sodium Hydroxide	25% (Caustic)	gal	65,000	0
Sodium Hypochlorite 12.5%		gal	175,000	0
<u>San Jose - Santa Clara Regional Wastewater Facility</u>		South Bay		
Aluminum Sulfate	44%-49% Liquid Solution	gal	0	18,000
Aqueous Ammonia	19% Solution	gal	0	128,000
Ferric Chloride		dry ton	0	2,500
Sodium Bisulfite	25% Solution	gal	0	565,000
Sodium Hypochlorite 12.5%		gal	0	1,100,000
<u>Sanitary District No. 5 of Marin County</u>		Marin Sonoma Napa		
Sodium Bisulfite	25% Solution	gal	0	80,000
Sodium Hypochlorite 12.5%		gal	0	36,000

		Unit of Measure	Estimated Annual Qty for Treatment Applications:		
			Water	Wastewater	
Sausalito Marin City Sanitary District		Marin Sonoma Napa			
Calcium Nitrate	Solution	gal	0	12,000	same as 2018; approx 51K lbs nitrate oxygen
Calcium Nitrate (dry material)	Nitrate Oxygen	lb	0	0	
Ferric Chloride		dry ton	0	38	same as 2018
Sodium Bisulfite	25% Solution	gal	0	65,000	same as 2018
Sodium Hypochlorite 12.5%		gal	0	60,000	same as 2018
Sewer Authority Mid-Coastside		Peninsula			
Ferric Chloride		dry ton	0	35	14,000 gals
Sodium Bisulfite	25% Solution	gal	0	48,000	
Sodium Hypochlorite 12.5%		gal	0	135,000	
Silicon Valley Clean Water (SVCW)		Peninsula			
Calcium Nitrate	Solution	gal	0	210,000	
Calcium Nitrate (dry material)	Nitrate Oxygen	lb	0	0	
Ferric Chloride		dry ton	0	155	62,100 gals
Sodium Bisulfite	40% Solution	gal	0	130,735	
Sodium Hypochlorite 12.5%		gal	0	367,000	
Sonoma County		Marin Sonoma Napa			
Liquid Chlorine	150-Lb Cylinders (OPTIONAL BID ITEM)	lb	0	4,500	30 x 150 lb cylinders
Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton	90	90	
Sodium Hydroxide	30% (Caustic)	gal	8,000	0	
Sodium Hydroxide	20% (Caustic)	gal	0	24,000	rev from 18K per addendum 1
Sodium Hydroxide	50% (Caustic)	gal	700,000	0	
Sodium Hypochlorite 12.5%	In Carboys (OPTIONAL BID ITEM)	gal	0	16,000	in 330-gal totes
Sodium Hypochlorite 12.5%		gal	28,800	0	for Parks Dept
Town of Discovery Bay CSD		North Bay			
Sodium Hypochlorite 12.5%		gal	39,000	0	
Union Sanitary District		East Bay			
Ferrous Chloride		dry ton	0	600	
Sodium Hypochlorite 12.5%		gal	0	1,000,000	
West County Wastewater District		North Bay			
Sodium Hydroxide	30% (Caustic)	gal	0	74,500	
Sodium Hypochlorite 12.5%		gal	0	218,400	
Woodland-Davis Clean Water Agency		Sacramento			
Ferric Chloride		dry ton	710	0	300,000 gals
Sodium Bisulfite	40% Solution	gal	12,000	0	
Sodium Hydroxide	25% (Caustic)	gal	300,000	0	
Sodium Hypochlorite 12.5%		gal	80,000	0	

BAY AREA CHEMICAL CONSORTIUM

REQUEST FOR BIDS

BID NO. 02-2019

FOR SUPPLY AND DELIVERY OF AMMONIUM SULFATE

BID DUE DATE: 9:00 A.M. PDT, Tuesday, April 2 2019

BID OPENING DATE: 9:00 A.M. PDT, Tuesday, April 2, 2019

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)

lathi@dsrsd.com

**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF AMMONIUM SULFATE
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 02-2019**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of AMMONIUM SULFATE. 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 2, 2019** 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 2, 2019. 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 and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, please contact Gemma Lathi, Administrative Analyst, at Dublin San Ramon Services District, 7399 Johnson Drive, Pleasanton, CA 94588, direct line (925) 875-2398, fax number (925) 462-0658, and email address lathi@dsrcsd.com.

BID NO. 02-2019 AMMONIUM SULFATE
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**BAY AREA CHEMICAL CONSORTIUM
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF AMMONIUM SULFATE
BID NO. 02-2019**

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 2, 2019.

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 those listed in Section III-1, Estimated Annual Quantities. These participating BACC agencies, acting collectively through their authorized agents, are seeking competitive sealed bids for the supply and delivery of AMMONIUM SULFATE. All sealed bids to be considered for this solicitation must be received by **9:00 A.M. PDT, Tuesday, April 2, 2019** 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 member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

If you have any questions regarding this bid, please contact Gemma Lathi, Administrative Analyst – Operations, at (925) 875-2398, Fax (925) 462-0658, or email lathi@dsrsd.com. Bid results will available on www.dsrsd.com after the bid opening date.

2. INSTRUCTIONS TO BIDDERS

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

2.1 Bid Contract Documents

Bids must be submitted only upon the forms provided in Section IV, Bid Contract Documents that includes the following: **Bid Form**, **Standard Agreement**, and **Non-Collusion Affidavit**, collectively, the bid contract documents. All items in the bid contract documents must be properly filled out in non-erasable permanent ink. All bid contract documents must be signed, dated and sealed. The bid contract documents 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 of the bid contract documents:

- A completed and signed **Bid Form**;
- A fully executed **Standard Agreement**, including references and acknowledgement of receiving any and all addenda, with any deviations duly noted; and
- 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 participating 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. For this particular bid solicitation, the estimated annual quantities of each participating member agencies is listed in Section III-1, Estimated Annual Quantities.

2.3 Delivery Locations

The participating BACC agencies are grouped according to their location by relative geographic regions. The bidder must quote uniform bid prices for deliveries made to each of the distinct geographic regions. For this particular bid solicitation, the distinct geographic regions for each agency are defined in Section III-1, Estimated Annual Quantities, as well as in Section III-2, Delivery Details.

2.4 Bid Pricing

All bids submitted must include a base unit price, FOB destination, for the chemical for each geographic region per paragraph 2.3 Delivery Locations. 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. Bids qualified by additional or conditional charges such CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed.

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 per paragraph 3.6 Taxes.

Bid prices must be based on bulk deliveries amount as specified on Exhibit A of the Bid Form. Bids that do not include unit prices for bulk deliveries to each geographic region shown on the bid contract documents will be considered irregular and, at the option of BACC and the participating BACC agencies, may be eliminated from further consideration. For bulk deliveries of less than this specified amount, the bidder may, at their option, assess additional charges for "short loads" unless specific requirements for

smaller deliveries are described in paragraph 3.7 Delivery Requirements, or in Section II-2 Special Technical Specifications. Any additional “short load” charges must be shown by the bidder as a specific deviation on the bid contract documents. Bidders and/or third party haulers will not be allowed to refuse to make “short load” deliveries.

Any optional item will be shown as a separate line item on the Bid Form and bidders may, at their option, submit unit prices for the optional item. Bids that do not include unit prices for optional item will not be considered irregular and therefore such bids will not be rejected for that reason.

If participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, it 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. If none of the participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, the Bid Form will not include spaces to enter bid prices for such non-bulk deliveries in containers such as buckets, barrels, or totes, however, if a participating BACC agency later decides that they need deliveries in containers, bidders may, at their option, negotiate with the BACC agency to determine a price for deliveries in containers such as buckets, barrels, or totes.

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 documents, and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between the participating BACC agency and successful bidder (see paragraph 3.5 Purchase Orders).

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 geographic 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 AMMONIUM SULFATE, BACC BID NO. 02-2019**”, addressed to Gemma Lathi, 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 2, 2019**. An original signed bid contract documents, as defined in paragraph 2.1 Bid Contract Documents, 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 this bid solicitation 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 this particular bid solicitation including the bid contract documents must be requested in writing, either by facsimile, regular mail, or e-mail at least five (5) business 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 this particular bid solicitation document including the bid contract documents initiated by the BACC will be through written addenda and furnished to all bidders via email and posted on the [ebidboard](http://www.dsrtd.com) portal of the BACC coordinating agency’s website (www.dsrtd.com). Addendum will be issued no later than 72 hours before bid opening. Any written addendum issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged on the Standard Agreement form that each bidder submits. Failure to acknowledge any and all the addendum(s) on the Standard Agreement 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 Standard Agreement form, and a copy of the proposed specification must be attached to the Standard Agreement 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 showing the apparent lowest bid 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 meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, 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 document.

2.18 Identical Bids

In the case of tied or identical bids corresponding to the proposed unit costs, BACC reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in paragraph 2.16 Method of Award, then any additional costs described in the "Specific Deviations", such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Specific Deviations" still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Specific Deviations" will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then BACC will draw lots by placing the names of the tied bidders in a hat and drawing a name. If drawing lots is deemed necessary, BACC will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

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 summarized and reviewed with the BACC agencies following the bid opening. Bid summaries or tabulations will also be provided to the responsive bidders within ten (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 2.16 Method of Award.

2.21 Manufacturer's Information

Bidders must submit with their bid contract documents the following:

- a. In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals—Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. 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 and a letter attesting to the affidavit's validity, a current printout from the ANSI accredited product certification organization 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 Chemical Requirements

The chemical 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 successful 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 successful bidder's 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 or deducted from amounts owed. 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 period, as defined in paragraph 4.11 Term of Contract, will be initiated separately by each participating BACC agency, and each BACC agency 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

Individual purchase orders and/or purchase agreements 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. The contracted unit cost of the chemical is the awarded bid price. Successful bidder may seek a price increase for any nontrivial change requested by the participating BACC agency in the terms and conditions of the participating BACC agency's purchase order and/or purchase agreement. Successful

bidder may not change the price throughout the term of the contract unless by mutual written agreement between BACC agency and successful bidder per Section 4.6 Modification of Contract.

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 or 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. 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 or geographic regions for each participating BACC agency 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 listed in Section III-2, Delivery Details, 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 Section II-2, Special Technical Specifications.

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 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 or their subcontractor'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 the following insurance policies: Workers' Compensation, Employer's Liability, Commercial General Liability, Business Vehicle and Automobile Liability, and Contractor's Pollution 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 the 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 the 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 the 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 calendar (30) 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 bid document, 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 the contract for the full period of time allowed by law. The defense and indemnity obligations of the contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

If the successful bidder should subcontract all or any portion of the work to be performed under the 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 fifth (5th) business day following bid opening.

- a. The protest document must contain a complete statement of the basis for the protest and all supporting documentation.
- b. The party filing the protest must have actually submitted a bid for the chemical. A subcontractor of a party submitting a bid for the chemical 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.
- c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with a direct financial interest which may be

adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. BACC will give the bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall submit the response to the protesting bidder concurrent with delivery to BACC.
- g. 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.
- h. 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.
- i. 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 the 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 successful 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 the contract against the other to enforce its rights and/or obligations arising from the 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 bid solicitation document including the bid contract documents, in conjunction with each BACC agency's purchase order and/or purchase agreement, will constitute the entire contract between each BACC agency and the successful bidder. The 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 participating 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 BACC 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 between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2019, and expiring June 30, 2020, 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 successful 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 the contract by the successful bidder, a BACC agency may terminate the contract with respect to supply of chemicals for that agency by providing the successful 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 successful bidder and any other BACC agency, nor must such action affect any rights, remedies, or obligations of the successful bidder or any other BACC agency.

4.16 Assignment

The successful 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.

- END OF SECTION -

SECTION II – 1

**BAY AREA CHEMICAL CONSORTIUM
PRODUCT TECHNICAL SPECIFICATIONS
FOR BID NO. 02-2019
AMMONIUM SULFATE**

**PRODUCT TECHNICAL SPECIFICATIONS
AMMONIUM SULFATE FOR WATER TREATMENT – 40% SOLUTION, BULK LIQUID**

1. Chemical and Physical Properties:

<u>Chemical Properties</u>	<u>Specification Maximum</u>	<u>Typical</u>
Assay	39% Min	40%
Heavy Metals as Lead	10 ppm	<0.5 ppm
Arsenic (As)	5 ppm	<0.5 ppm
 <u>Physical Properties</u>		
Chemical Formula (NH ₄) ₂ SO ₄ (in water)		
Appearance		Clear to pale yellow solution
Iron		<100 mg/l
Specific Gravity @ 60°F & 40% Conc.		1.230
Density (lbs/gal) @ 40% Conc.		10.2
Boiling Point °F		221
Freezing Point °F		0
Solution PH		2.5 to 7.0

2. Product:

- f. All ammonium sulfate supplied under the contract shall conform to the American Water Works Association (AWWA) Standard for Ammonium Sulfate and the American National Standards Institute (ANSI), ANSI/AWWA B302-16, except as modified or supplemented herein.
- g. All ammonium sulfate supplied shall be tested and certified as meeting the specifications of the National Sanitation Foundation/American National Standards Institute Standard 60 (NSF/ANSI 60), Drinking Water Treatment Chemicals – Health Effects. The NSF certification for the product bid must be current on the date of the bid submittal.
- h. It is the responsibility of the Bidder to inform the participating member 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.
- i. The ammonium sulfate supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the ammonium sulfate.
- j. A certificate of analysis prepared by a reputable outside laboratory or bidder’s in-house laboratory if ISO certified, shall be submitted for each ammonium sulfate delivery. The certificate of analysis shall be based on a representative sample of the specific batch or lot of chemical currently being used to make deliveries. Charges for certificate of analysis shall be included in the bid price.

**PRODUCT TECHNICAL SPECIFICATIONS
AMMONIUM SULFATE FOR WASTEWATER TREATMENT – 40% SOLUTION, BULK LIQUID**

1. Chemical and Physical Properties:

<u>Chemical Properties</u>	<u>Specification Maximum</u>	<u>Typical</u>
Assay	39% Min	40%
Heavy Metals as Lead	10 ppm	<0.5 ppm
Arsenic (As)	5 ppm	<0.5 ppm
 <u>Physical Properties</u>		
Chemical Formula (NH ₄) ₂ SO ₄ (in water)		
Specific Gravity @ 60°F & 40% Conc.		1.230
Density (lbs/gal) @ 40% Conc.		10.2
Boiling Point °F		221
Freezing Point °F		0
Solution PH		2.7

2. Certificate of Analysis

A certificate of analysis prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified, shall be submitted for each ammonium sulfate delivery. The certificate of analysis shall be based on a representative sample of the specific batch or lot of chemical currently being used to make deliveries. Charges for certificate of analysis shall be included in the bid price.

SECTION II – 2

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING AGENCY
SPECIAL TECHNICAL SPECIFICATIONS
FOR BID NO. 02-2019
AMMONIUM SULFATE**

SPECIAL TECHNICAL SPECIFICATIONS

**Applies only to
CITY OF ANTIOCH
AMMONIUM SULFATE**

The City of Antioch is in the process of changing over to Ammonium Sulfate. The estimated quantity will vary depending on completion of the project. We anticipate the conversion to be completed by June 2019.

Delivery Requirements:

With the exception of emergency deliveries, all deliveries to the City of Antioch shall be made weekdays between the hours of 7:00 am to 5:00 pm.

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 City reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation 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 City 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 City 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.

SALES TAX:

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number 1/1/1959 SR CHB 211 36 301.

SECTION III – 1

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR
BID NO. 02-2019
AMMONIUM SULFATE**

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2019/2020
BID NO. 02-2019

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
Ammonium Sulfate 40% Liquid Solution	gal	69,200	12,500
<u>East Bay</u>			
City of Hayward	gal	0	5,000
		0	5,000
<u>North Bay</u>			
City of Antioch	gal	31,200	0
City of Martinez	gal	16,000	0
City of Pittsburg	gal	22,000	0
		69,200	0
<u>South Bay</u>			
City of Sunnyvale	gal	0	7,500
		0	7,500

SECTION III – 2

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
FOR BID NO. 02-2019
AMMONIUM SULFATE**

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
BID NO. 02-2019
AMMONIUM SULFATE**

The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Refer to Section II-2, Special Technical Specifications, for any additional delivery requirements by each individual agencies.

<u>Per Region, Agency and Delivery Facility Name and Location</u>			<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<u>EAST BAY</u>				
City of Hayward				
Water Pollution Control Facility	3700 Enterprise Avenue	Hayward	1x per year	truck load
<u>NORTH BAY</u>				
City of Antioch				
City of Antioch Water Treatment Plant	401 Putnam Street	Antioch	Unknown - this will be a new chemical for the agency	Full truck load
City of Martinez				
City of Martinez Water Treatment Plant	3003 Pacheco Blvd	Martinez	Every 3 months	4,000 gallons
City of Pittsburg				
Pittsburg Water Treatment Plant	300 Olympia Drive	Pittsburg	Quarterly	Full truck load 50,000 lbs
<u>SOUTH BAY</u>				
City of Sunnyvale				
City of Sunnyvale Wastewater Treatment Plant	1444 Borregas Avenue	Sunnyvale	3-5x per year	2,000 - 2,200 gallons

SECTION III – 3

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
FOR BID NO. 02-2019
AMMONIUM SULFATE**

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 02-2019
AMMONIUM SULFATE**

East Bay

CITY OF HAYWARD

Water Pollution Control Facility 3700 Enterprise Avenue Hayward, CA94545

David Donovan WPCF Manager	david.donovan@hayward-ca.gov	(510) 293-5099
Alex Ameri Public Works Director	alex.ameri@hayward-ca.gov	
Maria Carrillo	Maria.Carrillo@hayward-ca.gov	
Mark Orlandi	mark.orlandi@hayward-ca.gov	

North Bay

CITY OF ANTIOCH

Water Treatment Plant P.O. Box 5007 Antioch, CA94531-5007

Tim Coley Water Treatment Superintendent	tcoley@ci.antioch.ca.us	(925) 779-7028
Pierre Dreher Water Treatment Supervisor	pdreher@ci.antioch.ca.us	(925) 779-7029

CITY OF MARTINEZ

525 Henrietta Street Martinez, CA94553

Hiren Patel Water Operations Supervisor	hpatel@cityofmartinez.org	(925) 372-3588
George Pavlov Water Superintendent	gpavlov@cityofmartinez.org	(925) 372-3587

CITY OF PITTSBURG

Water Treatment Plant 300 Olympia Drive Pittsburg, CA94565

Jason Moser Water Treatment Plant Superintendent	jmoser@ci.pittsburg.ca.us	(925) 252-6997
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South Bay

CITY OF SUNNYVALE

Water Pollution Control Plant 1444 Borregas Avenue Sunnyvale, CA94088-3707

Bryan Berdeen Operations Manager	bberdeen@sunnyvale.ca.gov	(408) 730-7261
Mansour Nasser	mnasser@ci.sunnyvale.ca.us	
Pete Gonda	pgonda@sunnyvale.ca.gov	
Lisa Vo	lvo@sunnyvale.ca.gov	

SECTION IV: BID CONTRACT DOCUMENTS

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

**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 02-2019
SUPPLY AND DELIVERY OF AMMONIUM SULFATE**

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 AMMONIUM SULFATE 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:

This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

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 LLC

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>
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1) _____	_____	_____
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2) _____	_____	_____
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3) _____	_____	_____
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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 the
(Bidder's Authorized Representative)

_____ of _____ the party making the
(Title of Representative) (Legal Name of Bidder)

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. 02-2019**

Sealed bids must be enclosed in an envelope clearly marked:

**“BID FOR AMMONIUM SULFATE
BACC BID NO. 02-2019”**

And delivered to:

Gemma Lathi
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 2, 2019

Legal Name of Bidder:

Business Address

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

Authorized Representative (Please Print):

Signature: _____

Date: _____

- I. All costs except California State sales tax for the purchase of AMMONIUM SULFATE 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 per unit of measure as specified in attached Exhibit A to Bid Form.**
- II. Bidders must submit all of the following, attached to this Bid Form:**
- a. All requirements listed in Section 2.21 Manufacturer’s Info.
 - b. 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.

Bidder: _____

BAY AREA CHEMICAL CONSORTIUM

Exhibit A to Bid Form

BID NO. 02-2019

AMMONIUM SULFATE

Refer to paragraph 2.4 Bid Pricing for full details.

Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.

Bid prices shall be based on bulk deliveries of 2,000 gallons or more for liquid and 8,000 pounds or more for dry material.

	Unit of Measure	Bid Price per Unit of Measure
Ammonium Sulfate 40% Liquid Solution		
<u>East Bay</u> City of Hayward	gal	\$
<u>North Bay</u> City of Antioch City of Martinez City of Pittsburg	gal	\$
<u>South Bay</u> City of Sunnyvale	gal	\$