

BAY AREA CHEMICAL CONSORTIUM

REQUEST FOR BIDS

BID NO. 05-2023

FOR SUPPLY AND DELIVERY OF CITRIC ACID

BID DUE DATE: 4:00 P.M. PT, Thursday, February 23, 2023

BID OPENING DATE: 4:00 P.M. PT, Thursday, February 23, 2023

**Coordinating Agency:
Bay Area Clean Water Agencies**

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**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF CITRIC ACID
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 05-2023**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of CITRIC ACID. All sealed bids to be considered for this solicitation must be received via our electronic bid platform <https://bacwa.org/bacc/> by **4:00 P.M. PT, Thursday, February 23, 2023**. Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail 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.

For additional information or any questions concerning this bid, use the public Q&A Forum in our electronic bid system.

SECTION I

**BAY AREA CHEMICAL CONSORTIUM
GENERAL
FOR BID NO. 05-2023
CITRIC ACID**

**BAY AREA CHEMICAL CONSORTIUM
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF CITRIC ACID
BID NO. 05-2023**

Sealed bids will only be received electronically via our electronic bid platform <https://bacwa.org/bacc/> no later than **4:00 P.M. PT, Thursday February 23, 2023.**

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 Citric Acid.

Sealed bids will only be received electronically via our electronic bid platform <https://bacwa.org/bacc/> no later than 4:00 P.M. PT, Thursday February 23, 2023. Bids received after said date and time will not be considered under any circumstances.

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 the BACC Coordinators via the electronic bid platform <https://bacwa.org/bacc/> Q&A forum. Preliminary bid results will be available via our electronic bid platform shortly after the opening date and time.

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 using 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. Bidder must submit bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/bacc/>. Do not submit the Worksheet. Bid prices submitted on Worksheet will NOT be accepted. All items in the bid contract documents must be filled out completely, signed and dated. The bid contract documents may be rejected if they show 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**, including all the attachments requested;
- A fully executed **Standard Agreement**, including references and acknowledgement of receiving any and all addenda, with any deviations duly noted;
- A fully executed **Non-collusion Affidavit**.
- The information required by Section 2.21 as referenced in the Bid Form.
- Name and address of any Third Party Hauler as required by Section 2.5 and the Bid Form, as well as the affidavit referenced in the Bid Form.

Bidder must submit bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/bacc/> (Line Items section).

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 chemical quantity 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 region. 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 via the electronic bid platform <https://bacwa.org/bacc/> 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.

Bids that do not include unit prices for 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.

Any optional item will be shown as a separate line item in the electronic bid platform <https://bacwa.org/bacc/> 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.

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 / Contracts).

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

Electronic bids will only be received via the electronic bid platform <https://bacwa.org/bacc/> **by no later than 4:00 P.M. PT, Thursday, February 23, 2023**. Electronic bids shall contain all required attachments and information. Bidders must submit bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/bacc/> (Line Item section). Bidders are cautioned that failure to comply may result in non-acceptance of the bid. Bids received after said date and time will not be considered under any circumstances. BACC will not be responsible for any delays or transmission errors. Bidder accepts all risks of late delivery of electronic bids. It is the bidder's responsibility to ensure that bid submitted is received by the electronic bid platform <https://bacwa.org/bacc/> prior to scheduled bid opening. Any attachment will remain sealed and will not be opened until the appointed bid opening date and time. Bidders not receiving confirmation receipt should contact the electronic bid platform vendor <https://bacwa.org/bacc/> to make sure that their electronic submittal has gone through.

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 via the electronic bid platform Q&A Forum 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 Coordinator via the electronic bid platform Q&A Forum. All changes to this particular bid solicitation document including the bid contract documents initiated by the BACC Coordinator will be through written addenda and furnished to all bidders via the electronic bid platform. 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 via the electronic bid platform prior to the date and time of the bid opening. Modifications of any bid prices, terms and conditions must be electronically submitted via the electronic bid platform prior to the time of the bid opening. It shall be the responsibility of the respective bidder to determine if their written modification was received in time by electronic bid platform. 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 via the electronic bid platform. 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 a bid deficiency or reject a bid for any reason, including but not limited to the following: 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

A preliminary bid results showing apparent lowest bid will be available on the electronic bid platform shortly after the bid opening date / time.

2.16 Method of Award

Bids may be awarded 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-exhaustive list of criteria that BACC may, in its sole discretion, consider 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, including compliance with any applicable State or local health order related to COVID-19 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 Coordinator. 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 / Contracts

Individual purchase orders, purchase agreements, and / or contracts 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. Each BACC agency may require additional contract requirements specific to the agency which are not included in this bid document and bidders need to contact the agencies for specific details and perform due diligence prior to submitting a bid. The contracted unit cost of the chemical is the awarded bid price. The 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, purchase agreements, and / or contracts. The 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 4.4 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 or cancelled deliveries (defined as three or more over the contract period) may be used as a basis for contract termination. Failure to provide notice of late delivery as required by this section may also be a basis for contract termination. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful bidder at no cost to the BACC agency, and must be re-delivered by the bidder within 48 hours of the unacceptable delivery.

3.8 Force Majeure

Any bidder that anticipates a workforce interruption, including due to COVID-19 restrictions, 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. The bidder is responsible for submitting accurate invoices to each BACC agency. The BACC agencies are not responsible for late payments resulting from the submission of inaccurate invoices. If bidder continues to submit inaccurate invoices after being put on notice by the BACC agency, the contract between the bidder and the BACC agency may be terminated.

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, including any applicable State or local health order related to COVID-19.

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 electronically via email to the BACC Coordinator before 3:30 p.m. on the fifth (5th) business day following bid opening (jdyment@bacwa.org).

- a. The protest document must be provided as one PDF and must contain a complete statement of the basis for the protest and all supporting documentation and evidence.
- 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.
- h. BACC will not be responsible for any delays or transmission errors. The protesting bidder accepts all risk of late delivery of electronic protests. It is the protesting bidder's responsibility to ensure that a submittal protest is received by the bid coordinator listed in this solicitation by the due date and time. Protesting bidders should contact the bid coordinator to make sure that their electronic submittal has gone through.
- 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 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.

4.4 Modification of Contract

This bid solicitation document including the bid contract documents, in conjunction with each BACC agency's purchase order, purchase agreement and / or contract, 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.

4.5 Common Language

Unless otherwise specified in this document, all words must be given their plain, common and ordinary meaning 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.

4.6 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.

4.7 Patent Guarantee

The bidder must, with respect to any bidder's standard products, indemnify, defend and hold harmless each participating BACC agency, its employees and agents, from any and all costs and damages because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the sale or normal use of such products, 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.

4.8 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.

4.9 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, 2023, and expiring June 30, 2024, 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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 Coordinator, unless otherwise specifically noted, or unless approved in writing by the BACC Coordinator. Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending bidder's offer. The BACC Coordinator may refer communications to other participating BACC agencies for clarification.

-END OF SECTION-

SECTION II

**BAY AREA CHEMICAL CONSORTIUM
PRODUCT TECHNICAL SPECIFICATIONS
FOR BID NO. 05-2023
CITRIC ACID**

PRODUCT TECHNICAL SPECIFICATIONS
CITRIC ACID, 48% – 52% LIQUID

1. Product
 - a. Liquid Citric Acid supplied shall be tested and certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals - Health Effects. The NSF certification for the products bid must be current on the date of bid submittal.
 - b. It is the responsibility of the vendor to inform each of 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.
2. Quality
 - a. Liquid Citric Acid shall be within 48 - 52 percent by weight citric acid.
 - b. Specific gravity of the solution shall be 1.24 (+/- 0.01).
 - c. Material shall be homogenous liquid form.
 - d. Liquid Citric acid 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.

PRODUCT TECHNICAL SPECIFICATIONS
CITRIC ACID, CRYSTALLINE POWDER IN 50 LB. BAGS

1. Physical and Chemical Properties

The citric acid shall be in an anhydrous water-free form.

Appearance Crystalline powder, shipped in 50-pound bags on pallets.

Color White

Solubility Soluble in water

SECTION III – 1

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES
FOR BID NO. 05-2023
CITRIC ACID**

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024
BID NO. 05-2023

| | Unit of Measure | Estimated Annual Qty for Treatment Applications: | |
|-------------------------------------|-----------------|--|--------------|
| | | Water | Wastewater |
| Citric Acid 48% - 52% Liquid | gal | 15,000 | 4,000 |
| <u>Central Valley</u> | | | |
| City of Modesto | gal | 0 | 4,000 |
| City of Stockton | gal | 14,000 | 0 |
| | | 14,000 | 4,000 |
| <u>Sacramento</u> | | | |
| City of Yuba City | gal | 1,000 | 0 |
| | | 1,000 | 0 |
| Citric Acid dry material | lb | 0 | 8,200 |
| <u>North Bay</u> | | | |
| Ironhouse Sanitary District | lb | 0 | 4,000 |
| | | 0 | 4,000 |
| <u>Tri Valley</u> | | | |
| Dublin San Ramon Services District | lb | 0 | 4,200 |
| | | 0 | 4,200 |

SECTION III – 2

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
FOR BID NO. 05-2023
CITRIC ACID**

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
BID NO. 05-2023
CITRIC ACID**

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 and are not used in any calculations to determine the lowest overall bid (Section I, Paragraph 2.16 Method of Award).

| <u>Per Region, Agency and Delivery Facility Name and Location</u> | <u>Frequency of Deliveries</u> | <u>Typical Delivery Size</u> |
|---|--|---|
| <u>CENTRAL VALLEY</u> | | |
| City of Modesto | | |
| City of Modesto Jennings Wastewater Treatment Plant | 7007 Jennings Rd Modesto, CA 95358 | Once a year 4,000 gal |
| City of Stockton | | |
| Delta Water Supply Plant | 11373 N. Lower Sacramento Road | Lodi 3-4x per month 270 gal |
| <u>NORTH BAY</u> | | |
| Ironhouse Sanitary District | | |
| | 450 Walnut Meadows Dr | Oakley Bimonthly (every other month) 660 gal (2 x 330 gallon totes) |
| <u>SACRAMENTO</u> | | |
| City of Yuba City | | |
| Water Treatment Plant | 701 Northgate Drive Yuba City | 2x per year 500 gallons |
| <u>TRI VALLEY</u> | | |
| Dublin San Ramon Services District | | |
| Regional Wastewater Treatment Facility | 7399 Johnson Drive Pleasanton | 1x per year approx 80 bags of 50-lb bag (dry material) |

SECTION III – 3

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
FOR BID NO. 05-2023
CITRIC ACID**

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 05-2023
CITRIC ACID**

Central Valley

CITY OF MODESTO

1221 Sutter Ave Modesto, CA 95351

Ben Koehler Water Quality Control Supt./CPO bkoehler@modestogov.com (209) 342-4502

CITY OF STOCKTON

Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206

Kathryn Garcia Program Manager III - Wastewater Kathryn.Garcia@stocktonca.gov 209-937-8232

North Bay

IRONHOUSE SANITARY DISTRICT

450 Walnut Meadows Drive Oakley, CA 94561

Thomas Hejza Plant Supervisor hejza@isd.us.com 925-809-3033

Chris Christean Plant Manager christean@isd.us.com 925-809-3033

Susan Paz paz@isd.us.com

Sacramento

CITY OF YUBA CITY

Public Works Department 701 Northgate Drive Yuba City, CA 95991

Kevin Rivera Accountant 1 krivera@yubacity.net 530-822-4645

Lance Andes Water Treatment Chief Plant Operator landes@yubacity.net 530-822-4636
x3401

Amarjit Kaur Administrative Analyst II (Finance Dept) akaur@yubacity.net 530-822-4659

David Newgard Wastewater Treatment Facility Chief Plant Operator dnewgard@yubacity.net 530-822-3264
x 3303

Scarlett Harris Administrative Analyst II sharris@yubacity.net 530-822-3264
x3301

Terrance Pioro Water Treatment Plant Supervisor tpioro@yubacity.net 530-822-4636
x3400

Mike Finnigan Wastewater Treatment Facility Supervisor mfinniga@yubacity.net 530-822-3264
x3302

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 05-2023
CITRIC ACID**

Tri Valley

DUBLIN SAN RAMON SERVICES DISTRICT

| | | | |
|--|---|-----------------------|--------------|
| Regional Wastewater Treatment Facility 7399 Johnson Drive Pleasanton, CA 94588 | | | |
| Erin Steffen | Management Analyst II | steffen@dsrsd.com | 925-875-2393 |
| Virgil Sevilla | WWTP Operations Superintendent | sevilla@dsrsd.com | 925-875-2300 |
| Dan Pettinichio | Senior Water/Wastewater Systems Operator (Potable Water Distribution) | pettinichio@dsrsd.com | 925 404-4524 |
| Diane Griffin | Operations Compliance Manager | griffin@dsrsd.com | 925-875-2324 |
| Clint Byrum | Water/Wastewater Systems Superintendent | byrum@dsrsd.com | 925-875-2367 |
| Jeff Carson | Operations Manager | carson@dsrsd.com | 925-875-2345 |

SECTION IV

**BAY AREA CHEMICAL CONSORTIUM
BID CONTRACT DOCUMENTS
FOR BID NO. 05-2023
CITRIC ACID**

***** 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. 05-2023
SUPPLY AND DELIVERY OF CITRIC ACID**

I hereby agree to furnish CITRIC ACID 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> |
|----------------------------|---------------------|---------------------|
|----------------------------|---------------------|---------------------|

| | | |
|----------|-------|-------|
| 1) _____ | _____ | _____ |
|----------|-------|-------|

| | | |
|----------|-------|-------|
| 2) _____ | _____ | _____ |
|----------|-------|-------|

| | | |
|----------|-------|-------|
| 3) _____ | _____ | _____ |
|----------|-------|-------|

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

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 05-2023
FOR SUPPLY AND DELIVERY OF CITRIC ACID**

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)

<https://bacwa.org/bacc/>

No later than 4:00 PM. PT
Thursday, February 23, 2023

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 CITRIC ACID must be included in the amount shown entered into the electronic bid platform (Line Item page), 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 the electronic bid platform (Line Item page).

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.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

BAY AREA CHEMICAL CONSORTIUM

Worksheet

BID NO. 05-2023

CITRIC ACID

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. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.

| | Unit of Measure | Bid Price per Unit of Measure |
|--|-----------------|-------------------------------|
| Citric Acid 48% - 52% Liquid | | |
| <u>Central Valley</u> City of Modesto City of Stockton | gal | \$ |
| <u>Sacramento</u> City of Yuba City | gal | \$ |
| Citric Acid dry material | | |
| <u>North Bay</u> Ironhouse Sanitary District | lb | \$ |
| <u>Tri Valley</u> Dublin San Ramon Services District | lb | \$ |

DO NOT SUBMIT WORKSHEET
ENTER BID PRICES VIA ELECTRONIC BID PLATFORM