BAY AREA CHEMICAL CONSORTIUM

REQUEST FOR BIDS BID NO. 13-2023

FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

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 SODIUM HYPOCHLORITE 12.5% BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 13-2023

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of SODIUM HYPOCHLORITE 12.5%. 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. 13-2023

SODIUM HYPOCHLORITE 12.5%

BAY AREA CHEMICAL CONSORTIUM

REQUEST FOR BIDS

FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5% BID NO. 13-2023

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 Sodium Hypochlorite 12.5%.

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.

Bid prices must be based on bulk deliveries amount as specified via the electronic bid platform https://bacwa.org/bacc/. Bids that do not include unit prices for bulk deliveries to each geographic region specified on the electronic bid platform 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. 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 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.

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 in the electronic bid platform https://bacwa.org/bacc/. 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 electronic bid platform https://bacwa.org/bacc/ 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 <u>qualified</u> bidder is one determined by BACC and the participating BACC agencies to meet standards of business competence, reputation, financial ability, and product quality. A <u>responsive</u> 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 <u>responsible</u> 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 <u>prior</u> 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 <u>for each listed region</u> meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined <u>for each region</u> listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The <u>lowest overall bid price for each region</u> will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost. 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, 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	\$2,000,000 per accident for bodily injury and		
Insurance	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. If 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 <u>Americans with Disabilities (ADA) Act</u> 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. <u>Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending bidder's offer.</u> 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. 13-2023
SODIUM HYPOCHLORITE 12.5%

PRODUCT TECHNICAL SPECIFICATIONS 12.5% SODIUM HYPOCHLORITE FOR BOTH POTABLE AND NON-POTABLE USES

1. Chemical and Physical Properties:

All sodium hypochlorite supplied under this bid must conform to the current version of the American Water Works Association (AWWA) B300-18 Standard for Hypochlorite, the American National Standards Institute/National Sanitation Foundation Standard 60-2005 (ANSI/NSF 60) Drinking Water Treatment Chemicals, except as modified or supplemented herein. Current AWWA B300-18 and ANSI/NSF 60 certification for the manufacturing facility of facilities is required with the submission of the bid. It is the responsibility of the vendor to inform the participating BACC Agencies (within 24 hours, from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the contract. Bill of Lading must clearly identify product delivered to be AWWA B300-18 and ANSI/NSF 60 certified by stamp or type written statement – no handwritten notation will be accepted. Failure to provide clear identification that the product meets the AWWA and ANSI/NSF specifications will result in rejection of the load at no cost to the BACC Agency.

- 2. <u>Disclaimer</u>: The sodium hypochlorite must contain nothing that will adversely affect the public water supply, or be injurious to typical sodium hypochlorite feeding equipment.
- 3. <u>Documentation</u>: The successful Supplier must provide documentation as specified and required under Title 22, California Code of Regulations, Chapter 16, Article 7, §64590, prior to the start of the contract for the sodium hypochlorite.
- 4. General Specifications:

pH pH12-13

Available Chlorine 12.5 wt% minimum

Available Chlorine 125 grams/Liter minimum

Total Free Alkali (as NaOH) ≤ 1.5% by weight

Insoluble Matter ≤ 0.15% by weight

Age of Product at Delivery 3 days (72 hours) maximum

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

5. Contaminant Concentration Limits:

Chlorate <2,380 mg/L

- 6. <u>Filtration Limitations</u>: 100 mL of the sodium hypochlorite product supplied under this contract must pass through a 0.8 micron filter (Millipore, Type AA) under vacuum (25 inches Hg) within 30 minutes. Plant staff may conduct this test prior to accepting a delivery.
- 7. Certificate of Analysis:
 - a. A certificate of analysis prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified, shall be submitted for each liquid sodium hypochlorite delivery. 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. This report shall contain the following:
 - Date of manufacture
 - Date of delivery
 - Shipper ID
 - pH

- Specific gravity
- Density @ 60°F
- Insoluble Matter
- Available Chlorine: Percent by weight and pounds per gallon
- Total free alkali (expressed as NaOH): Percent by weight and pounds per gallon
- Excess NaOH: Percent by weight and pounds per gallon
- Excess Na₂CO₃: Percent by weight and pounds per gallon

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

- b. Charges for certificate of analysis shall be included in the bid price.
- c. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load. A certificate of analysis that does not meet current version of the AWWA Standard B300-10 shall be cause to reject the load.
- 8. Liquid sodium hypochlorite supplied under this contract shall not cause excessive scaling of feed lines when combined with carriage water. Excessive scaling is defined as plugging of, or precipitation in, the chlorine solution lines that causes disruption of flow. The liquid sodium hypochlorite shall be free from contaminating substances which could interfere with normal operation of BACC Agency facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

SECTION III – 1

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES
FOR BID NO. 13-2023
SODIUM HYPOCHLORITE 12.5%

BAY AREA CHEMICAL CONSORTIUM ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024 BID NO. 13-2023 Estimated Annual Qty for

	Unit of	Treatment A	• •
	Measure	Water	Wastewater
Sodium Hypochlorite 12.5%	gal	3,012,300	7,886,000
<u>Central Valley</u>			
City of Lathrop (Veiola NA)	gal	0	60,000
City of Merced	gal	85,000	0
City of Modesto	gal	0	50,000
City of Stockton	gal	350,000	500,000
City of Turlock	gal	350,000	0
Oakwood Lake Water District	gal	6,000	0
		791,000	610,000
East Bay			
Alameda County Water District	gal	290,000	0
City of Hayward	gal	0	250,000
City of San Leandro	gal	0	215,000
Oro Loma Sanitary District	gal	0	208,000
Union Sanitary District	gal	0	1,000,000
		290,000	1,673,000
Marin Sonoma			
Central Marin Sanitation Agency	gal	0	240,000
City of Mill Valley - Sewerage Agency of Southern Marin	gal	0	60,000
Las Gallinas Valley Sanitary District	gal	0	150,000
Marin Municipal Water District	gal	220,000	0
Napa Sanitation District	gal	0	315,000
North Marin Water District	gal	3,200	0
Sanitary District No. 5 of Marin County	gal	0	36,000
Sausalito Marin City Sanitary District	gal	0	60,000
		223,200	861,000

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024 BID NO. <u>13-2023</u>

BID NO. <u>13-2023</u>		Cating at a d A m	musl Oty for
	Estimated Annual Qt Unit of Treatment Applicati		· •
	Measure	Water	Wastewater
North Bay			
Central Contra Costa Sanitary District	gal	0	450,000
City of Antioch	gal	255,000	0
City of Brentwood	gal	0	140,000
City of Martinez	gal	55,000	0
City of Pinole (Pinole/Hercules WPCP)	gal	0	115,000
Contra Costa Water District	gal	320,000	0
Delta Diablo Sanitation District	gal	0	450,000
Diablo Water District	gal	7,500	0
Ironhouse Sanitary District	gal	0	8,000
Pleasant Hill Recreation & Park District	gal	4,700	0
Rodeo Sanitary District	gal	0	50,000
Town of Discovery Bay CSD	gal	28,000	0
West County Wastewater District	gal	0	290,000
		670,200	1,503,000
<u>Peninsula</u>			
City of South San Francisco	gal	0	220,000
City of Burlingame	gal	0	100,000
City of Daly City/North San Mateo County Sanitation	gal	0	135,000
City of Millbrae	gal	0	65,000
City of San Mateo	gal	0	300,000
Sewer Authority Mid-Coastside	gal	0	120,000
		0	940,000
<u>Sacramento</u>			
Carmichael Water District	gal	45,000	0
City of Folsom	gal	140,000	0
City of Roseville	gal	245,400	137,000
City of Sacramento	gal		192,000
City of Yuba City	gal	10,000	0
El Dorado Irrigation District	gal	245,000	45,000
Nevada Irrigation District	gal	45,000	0
Sacramento County Water Agency	gal	200,000	0
		930,400	374,000

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024 BID NO. <u>13-2023</u>

BID NO. <u>13-2023</u>			
		Estimated Annual Qty for Treatment Applications:	
	Unit of Measure	Water	Wastewater
Courth Paris		water	vvastewatei
South Bay			
City of Morgan Hill	gal	15,000	0
City of Santa Clara	gal	35,000	0
City of Sunnyvale	gal	0	220,000
City of Watsonville	gal	0	60,000
San Jose - Santa Clara Regional Wastewater Facility	gal	0	1,040,000
		50,000	1,320,000
<u>Tri Valley</u>			
City of Livermore	gal	0	260,000
Dublin San Ramon Services District	gal	5,500	345,000
Zone 7 Water Agency	gal	52,000	0
		57,500	605,000
Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)	gal	95,000	0
Sacramento			
Nevada Irrigation District		95,000	0
		95,000	0
Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL BID ITEM)	gal	2,200	0
North Bay			
Contra Costa Water District	gal	2,200	0
		2,200	0
(22222222222222222222222222222222222222		2.222	
Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	gal	3,960	0
North Bay			
Diablo Water District	gal	3,960	0
		3,960	0

SECTION III – 2

BAY AREA CHEMICAL CONSORTIUM

DELIVERY DETAILS

FOR BID NO. 13-2023

SODIUM HYPOCHLORITE 12.5%

Per Region, Agency and Delivery Facil	lity Name and Location		Frequency of Deliveries	Typical Delivery Size
CENTRAL VALLEY				
City of Lathrop (Veiola NA)				
	18800 Christopher Way	Lathrop	Every 15 days	2,000 gallons
City of Merced				
City of Merced WWTF	10260 Gove Road	Merced, Ca. 95340	approximately every two weeks	Full load, Approx 4,000 gallons
City of Modesto				
City of Modesto Jennings Wastewater Treatment Plant	7007 Jennings Rd	Modesto, CA 95358	Delivery every 3 weeks	4000 gal 2" cam lock fitting
City of Stockton				
Delta Water Supply Plant	11373 N. Lower Sacramento Road	Lodi	2-5x per month	5,000 gallons
NSPAF	4502 White Forge Drive	Stockton	2-3x per month	120-300 gal
Stockton Regional Wastewater Control Facility	2500 Navy Drive	Stockton	1-3x per week	5,000 gallons
Well #10R	2418 Arden Way	Stockton	2-3x per month	120-300 gallons
Well #27	1696 Bonaire Cir	Stockton	2-3x per month	120-300 gallons
Well #29	10442 Muir Woods Ave	Stockton	2-3x per month	120-300 gallons
Well #30	6373 Brook Hallow Circle	Stockton	2-3x per month	120-300 gallons
Well #31	3871 Ivano Lane	Stockton	2-3x per month	120-300 gallons
Well #32	9151 S. 99 Frontage Road	Stockton	2-3x per year	120-300 gallons
Well #3R	7400 N. West Lane	Stockton	2-3x per month	120-300 gallons
Well SSS8	4151 Logan Ln,	Stockton	5x per month	60 gallons
City of Turlock				
Stanislaus Regional Water Authority	1235 Aldrick Rd.	Hughson, CA	1-2x per week	5,000 gallons
Oakwood Lake Water District				
Wastewater Treatment Plant	4396 Aplicella Ct	Manteca	6x per year	500 gallons
Well 3	3757 W. Woodward Ave	Manteca	6x per year	250 gallons
Well 4	1656 Bella Lago Way	Manteca	6x per year	250 gallons

Per Region, Agency and Delivery Facility Name and Location			Frequency of Deliveries	Typical Delivery Size
EAST BAY				
Alameda County Water District				
Blending Facility	1111 Mowry Ave	Fremont	1x per 2 weeks	4,000 gallons
Newark Desalination Facility	6833 Redeker Place	Newark	1x per 2 weeks	3,000 gallons
Water Treatment Plant No. 2	42436 Mission Blvd.	Fremont	1-2 times per week	4,000 gallons
City of Hayward				
Water Pollution Control Facility	3700 Enterprise Avenue	Hayward	3-4 times per month	5,000 gallons
City of San Leandro				
City of San Leandro Satellite Station	2.5 miles south of treatment plant	San Leandro	Every 1-2 Weeks During Dry Season	1,000 gallons
Wastewater Treatment Plant	3000 Davis St	San Leandro	Every 1-2 weeks	2,500-5000 gallons
Oro Loma Sanitary District				
Oro Loma Sanitary District	2600 Grant Avenue	San Lorenzo	Weekly	4,000 gallons
Union Sanitary District				
Union Sanitary District	5072 Benson Road	Union City	14-17 x per month	5,000 gallons
MARIN SONOMA NAPA				
Central Marin Sanitation Agency				
Central Marin Sanitation Agency	1301 Andersen Drive	San Rafael	1x per week; 3-4x per week in wet weather	5,000 gallons
City of Mill Valley - Sewerage Age	ency of Southern Ma	rin		
Sewarage Agency of Southern Marin	450 Sycamore Ave	Mill Valley	six weeks	4,500 gallons
Las Gallinas Valley Sanitary Distri	ct			
Las Gallinas Valley Sanitary District Wastewater Treatment Plant	300 Smith Ranch Road	San Rafael	2 to 3x per month average	5,000 gallons
Marin Municipal Water District				
MMWD Bon Tempe	Filter Plant Road	Fairfax	24x per year	not less than 2,000 gallons
MMWD Ignacio Pump Station	13 Hamilton Drive	Novato	11x per year	not less than 2,000 gallons
MMWD San Geronimo	330 San Geronimo Valley Road	Woodacre	34x per year	4,000 gallons
Napa Sanitation District				
Napa Sanitation District	1515 Soscol Ferry Road	Napa	2-3x per week	5,000 gallons

egion, Agency and Delivery Facility	Name and Location		Frequency of Deliveries	Typical Delivery Size
rth Marin Water District				
and Reclaim Waer Facility	Hwy 37 between Atherton Ave & Hwy 101	Novato	One delivery late spring	1,000 gallons
	End of Commodore Webster	Point Reyes Station	Approximately every 6 weeks	200 gallons
nitary District No. 5 of Marin Co	unty			
	2001 Paradise Drive	Tiburon	1x per month	3,000 gallons
ısalito Marin City Sanitary Distr	ict			
eatment Plant / District Office	1 East Road	Sausalito	1x per month	5,000 gallons, Tanker truck, Receiving hours 6am-1pm M-F
TH BAY				
ntral Contra Costa Sanitary Dist	rict			
CCSD	5019 Imhoff Place	Martinez	2-3x weekly	5,000 gallons
y of Antioch				
ty of Antioch Water Treatment ant	401 Putnam Street	Antioch	1-3x per week	Full truck load
y of Brentwood				
entwood Wastewater eatment Plant	2251 Elkins Way	Brentwood, CA	2x per month	5,000 gallons
y of Martinez				
ty of Martinez Water Treatment ant	3003 Pacheco Blvd	Martinez	2x per month	2,500 gallons
y of Pinole (Pinole/Hercules WF	PCP)			
ty of Pinole	11 Tennent Avenue	Pinole	Every 2 weeks	5000 gallons
ntra Costa Water District				
ollman Water Treatment Plant	2015 Bates Ave	Concord	approx 28x per year between 7:00 am to 2:00 pm	4,500 - 5,000 gallons
ty of Brentwood Water eatment Plant	3760 Neroly Rd	Concord	approx 15x per year	4,500 - 5,000 gallons
nehollow Pump Station	Grasswood Ct	Concord	1x per year	2 x 550 gallon tanks
andall-Bold Water Treatment ant	3760 Neroly Rd	Oakley	approx 2x during plant shutdowns Nov-Apr	330 gallons
illow Pass Pump Station	1920 Clayton Way	Concord	Approx 2 times during plant shutdown Nov-Apr	330 gallons
ollman Water Treatment Plant ty of Brentwood Water eatment Plant nehollow Pump Station andall-Bold Water Treatment ant	3760 Neroly Rd Grasswood Ct 3760 Neroly Rd	Concord Concord Oakley	between 7:00 am to 2:00 pm approx 15x per year 1x per year approx 2x during plant shutdowns Nov-Apr Approx 2 times during plant	4,500 2 x 5 330 g

Per Region, Agency and Delivery Facilit	y Name and Location		Frequency of Deliveries	Typical Delivery Size
Delta Diablo Sanitation District				
Delta Diablo	2500 Pittsburg- Antioch Hwy	Antioch	2 per week	4,500 gallons
Diablo Water District				
Blending Facility	2201 Laurel Road	Oakley	Every 2.5 months	1,500 gallons
Chem Feed	3051 Ranch Rd	Bethel Island	Every 2 months	4 drums
Glen Park Well	401 Hill Ave	Oakley	Every 2 months	4 drums
South Park Well	4295 Summer Lakes Drive	Oakley	Every 2 months	2 drums
Ironhouse Sanitary District				
	450 Walnut Meadows Dr	Oakley	Once per quarter	2,000 gallons
Pleasant Hill Recreation & Park D	istrict			
Pleasant Hill Aquatic Park	147 Gregory Lane	Pleasant Hill	May-Sept: once/month Oct-April: once every 3 months	650 gallons
Rodeo Sanitary District				
Rodeo Sanitary District	800 San Pablo Avenue	Rodeo	2x month, rarely 3x a month depending on rain/flows, and/or projects.	2,150 gallons
Town of Discovery Bay CSD				
Town of Discovery Bay - Newport WTP	1800 Newport Drive	Discovery Bay	1 x per week winter, 2 x per week summer	500 gal winter, 800-900 gal summer
Town of Discovery Bay -Willow WTP	1800 Willow Lake Road	Discovery Bay	1x per week winter, 2x per week summer	500 gal winter, 800-900 gal summer
West County Wastewater District				
Water County Wastewater District	2377 Garden Tract Road	Richmond	1x week (52 weeks) (could order more due to rain)	5,500 gallons
<u>PENINSULA</u>				
City of South San Francisco				
South San Francisco - San Bruno Water Quality Control Plant	195 Belle Aire Road	South San Francisco	One Load Every 2 Weeks	4,800 gallons
City of Burlingame				
Burlingame WWTF	1103 Airport Blvd	Burlingame	Every 3 weeks	5000 gal, truckload

Per Region, Agency and Delivery Facilit	y Name and Location	Frequency of Deliveries	Typical Delivery Size			
City of Daly City/North San Mateo County Sanitation District						
Daly City Wastewater Plant	153 Lake Merced Blvd	Daly City	Every 7-14 days	4,000-4,500 gallons		
City of Millbrae						
Water Pollution Control Plant	400 E. Millbrae Ave	Millbrae	1 every 3-4 weeks	4,800 gallons		
City of San Mateo						
	2050 Detroit Drive	San Mateo	1 load approx every 1 week	Full tanker truck, 4,000 gallons		
Sewer Authority Mid-Coastside						
	1000 N. Cabrillo Hwy	Half Moon Bay	Monthly	5,000 gallons / month		
Montara Pump Station	16th St and Cabrillo Hwy	Montara	Monthly	2,500 gallons / month		
Princeton Pump Station	West Point at Stanford Ave	Half Moon Bay	Monthly	2,500 gallons / month		
<u>SACRAMENTO</u>						
Carmichael Water District						
Bajamont Water Treatment Plant	3501 Bajamont Way	Carmichael	9 per year	Full load, approx 5,000 gallons		
City of Folsom						
Folsom Water Treatment Plant	194 Randall Dr	Folsom	4-5 times a month	4,800 - 4,900 gallons		

Per Region, Agency and Delivery Facilit	y Name and Location		Frequency of Deliveries	Typical Delivery Size
City of Roseville				
Dry Creek Wastewater Treatment Plant (DCWWTP)	1800 Booth Road	Roseville 95747	Every six weeks	1,000 gallons
Parks and Recs - Johnson Pool	100 D Street	Roseville 95661	10 times per year	250 gallons
Parks and Recs - Mike Shellito Pool	10210 Fairway Dr	Roseville 95678	15 times per year, every 3-4 weeks	400 gallons
Parks and Recs - Roseville Aquatic Complex	3051 Woodcreek Oaks Blvd	Roseville 95747	26 times per year (weekly in warm months)	1,200 gallons
Pleasant Grove Wastewater Treatment Plant	5150 Westpark Dr	Roseville 95747	Every 10 days June, July, August and September. Monthly the rest of the year.	5,000 gallons
Roseville Energy Park	5120 Phillip Rd	Roseville 95747	10 per year	2500 gallons
Roseville Water Treatment Plant	9595 Barton Rd	Granite Bay 95746	40x per year (2 per wk in summer, 1- per month in winter)	5,000 gallons
Well 12	1745 Blue Oaks Blvd	Roseville 95747	Quarterly	200 gallons
Well 18	4030 Solarie Drive	Roseville 94757	Quarterly	250 gallons
Well 7	8301 Woodcreek Oaks Blvd	Roseville 95747	Quarterly	200 gallons
Well 8	2100 Hayden Parkway	Roseville 95747	Quarterly	200 gallons
Well 9	2275 Westbrook Boulevard	Roseville 95747	Quarterly	250 gallons
Westside Tank	4501 Westpark Drive	Roseville 94757	Bi-Weekly	250 gallons
City of Sacramento				
Combined Wastewater Treatment Plant	1391 35th Avenue	Sacramento	Rain dependent - can be multiple orders each week	4,800 gallons
Pioneer Reservoir	2100 Front Street (cross street is V Street)	Sacramento	Rain dependent - can be multiple orders each week	4,800 gallons
City of Yuba City				
Gauche Park City Swimming Pool	421 C Street	Yuba City	Weekly during summer; biweekly in winter	200-250 gals in summer; 125-200 gals in winter

Per Region, Agency and Delivery Facility Name and Location			Frequency of Deliveries	Typical Delivery Size
El Dorado Irrigation District				
Deer Creek Wastewater Treatment Plant	1565 Deer Creek Rd	Cameron Park, CA 95682	Quarterly	5,000 gallons
EID Reservoir 1 Water	5575 Gilmore Rd	Pollock Pines, CA 95726	Quarterly	5,000 gallons
EID Reservoir A Water	5560 Sly Park Rd	Pollock Pines, CA 95726	Monthly	5,000 gallons
El Dorado Hills Wastewater Treatment Plant	4625 Latrobe Rd	El Dorado Hills, CA 95762	Bimonthly	5,000 gallons
El Dorado Hills Water Plant	1835 Francisco Dr	El Dorado Hills, CA 95762	Monthly	5,000 gallons
Nevada Irrigation District				
E. George Treatment Plant	11258 Banner Lava Cap Rd	Nevada City	5 loads per year 12.5%	5,000 gallons
Lake of the Pines (LOP) Treatment Plant	12812 Torrey Pines Dr	Auburn	4 loads per year 5.25%, 1 load per year 12.5%	5,000 gallons 5.25% and 5,000 gallons of 12.5%
Lake Wildwood Water Treatment Plant	14149 Beitler Road	Penn Valley	4 loads per year 5.25%, 1 load per year 12.5%. Driver must contact plant for escort.	5,000 gallons 5.25% and 5,000 gallons of 12.5%
Loma Rica Water Treatment Plant	13733 Loma Rica Dr	Grass Valley	5 loads per year 5.25%, 1 load per year 12.5%. Driver must contact plant for escort.	5,000 gallons 5.25% and 5,000 gallons of 12.5%
North Auburn Treatment Plant	12278 Locksley Lane	Auburn	6 loads per year 5.25%, 1 load per year 12.5%	5,000 gallons 5.25% and 5,000 gallons of 12.5%
Sacramento County Water Agence	Y			
Big Horn Water Treatment Plant	8280 Civic Center Dr	Elk Grove	Average is once per month	3,000 gallons
Dwight Road Water Treatment Plant	3500 Dwight Rd	Elk Grove	Average is once per month	1,2000 gallons
East Elk Grove Water Treatment Plant	9960 Waterman Rd	Elk Grove	Average is once per month	3,000 gallons
Lakeside Water Treatment Plant	2280 Maritime Dr	El kGrove	Average is once per month	3,000 gallons
Poppy Ridge Water Treatment Plant	7510 Poppy Ridge	Elk Grove	Average is once per month	3,000 gallons
Vineyard Surface Water Treatment Plant	10151 Florin Road	Sacramento	Once or twice a week.	Full Tanker Delivery.

er Region, Agency and Delivery Fac	ility Name and Location		Frequency of Deliveries	Typical Delivery Siz
SOUTH BAY				
City of Morgan Hill				
Boys Ranch #2 Well	1000 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Boys Ranch #3 Well	1002 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Butterfield Well	17935 Calle Hermosa	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #1 Well	200 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #2 Well	1420 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #3 Well	1000 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #4 Well	505 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Dunne #1 & 2 Wells	100 E. Dunne Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Jackson Well	2150 E. Dunne Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Main #1 and #2 Well	470 E. Main Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Main #3 Well	615 E. Main Ave	Morgan Hill	1-2x per month	100-300 gallons
Nordstrom Well	17002 Murphy Ave	Morgan Hill	1-2x per month	100 - 300 gallons
San Pedro Well	1240 San Pedro Ave	Morgan Hill	1-2x per month	100 - 300 gallons
City of Santa Clara				
DVC Power Plant	850 Duane Ave	Santa Clara, CA 95054	6-8 days	500-800 gallons
City of Sunnyvale				
City of Sunnyvale Wastewater Treatment Plant	1444 Borregas Avenue	Sunnyvale	1x per week	5,000 gallons
City of Watsonville				
City of Watsonville RWF	500 Clearwater Lane	Watsonville	10 loads per year	Full truck load
San Jose - Santa Clara Regional	Wastewater Facility			
San Jose Regional Wastewater Facility	700 Los Esteros Rd	San Jose	4 loads per week	5,000 gallons (full tanker)
TRI VALLEY				
City of Livermore				
	101 West Jack London Blvd	Livermore	Weekly	5,000 gallons

Per Region, Agency and Delivery Facili	Frequency of Deliveries	Typical Delivery Size						
Dublin San Ramon Services District								
FOD Pump Station 10A	10 Barnet Blvd	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)				
FOD Pump Station 300B	3441 Fallon Rd	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)				
FOD Reservoir 1A	8218 Rhoda Ave	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)				
Regional Wastewater Treatment Facility	7399 Johnson Drive	Pleasanton	70x per year (about 6x per month)	4,400 gallons				
Water Recycling Plant (DERWA)	7399 Johnson Drive	Pleasanton	8x per year during summer	4,400 gallons				
Zone 7 Water Agency								
Del Valle Water Treatment Plant	901 East Vineyard Ave	Livermore	4 per month	5,000 gallons				
MGDP (M4)	5215 Stoneridge Dr	Pleasanton	1 per month	2,500 gallons				
Patterson Pass Water Treatment Plant	8750 Patterson Pass Road	Livermore	2 per month	5,000 gallons				

SECTION III – 3

Central Valley

CITY OF	LATHROP	(VEIOLA	NA)
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Veolia Water West Operating Service, Inc. 390 Towne Center Drive Lathrop, CA 95330

Paul Zolffarelli Project Manager II paul.zolfarelli@veolia.com 209-406-3845

CITY OF MERCED

Wastewater Treatment Facility 10260 Gove Road Merced, CA 95340

Charles Slagter Slagter C@cityofmerced.org

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

CITY OF TURLOCK

Stanislaus Regional Water Authority 156 S Broadway, #270 Turlock, CA 95380

Lisa Quiroga Purchasing Coordinator equiroga@turlock.ca.us 209-668-5402

Carlos Guerrero Utilities Manager cguerrero@turlock.ca.us

Nicole Mann nmann@turlock.ca.us

Raquel Brasil rbrasil@turlock.ca.us

OAKWOOD LAKE WATER DISTRICT

PO Box 77980 Stockton, CA 95267

Casey Wichert Operations Department caseywichert@valleyoperators.com 209-483-5525

Bert Michalczyk Consultant bert.michalczyk@gmail.com 209-239-2481

Lynne Wichert Billing Department lynnewichert@valleyoperators.com 209-239-2481

East Bay

ALAMEDA COUNTY WATER DISTRICT		
43885 South Grimmer Blvd Fremont, CA 94538		
Mike Wickham Water Production Manager	mike.wickham@acwd.com	510-552-1459
Cris Pena Engineering Supervisor	Cris.Pena@acwd.com	510-668-6516
Renee Gonzalez Buyer	renee.gonzalez@acwd.com	510-668-4294
Thomas Spankowski Environmental Compliance Engineer	thomas.spankowski@acwd.com	510-668-6533
CITY OF HAYWARD		
Water Pollution Control Facility 3700 Enterprise Avenue Hay	ward, CA 94545	
Diane Vargas WPCF Secretary	diane.vargas@hayward-ca.gov	
David Donovan WPCF Manager	david.donovan@hayward-ca.gov	510-293-5099
Alex Ameri Public Works Director	alex.ameri@hayward-ca.gov	
Rita Perez Purchasing and Accounts Payable - Acting Manager	rita.perez@hayward-ca.gov	510-583-4802
Mark Orlandi Operations Supervisor	mark.orlandi@hayward-ca.gov	510-293-5212
CITY OF SAN LEANDRO		
Water Pollution Control Plant 3000 Davis Street San Leandro	, CA 94577	
Sally Perez Purchasing Technician	sperez@sanleandro.org	510-577-3472
Hayes Morehouse Water Pollution Control Manager	hmorehouse@sanleandro.org	510-577-3437
ORO LOMA SANITARY DISTRICT		
2655 Grant Avenue San Lorenzo, CA 94580-1838		
Jimmy Dang GM	jdang@oroloma.org	
Gene Palop Operations Manager	gpalop@oroloma.org	
UNION SANITARY DISTRICT		
5072 Benson Road Union City, CA 94587-2508		
Skip Calvo Purchasing Agent	skipc@unionsanitary.ca.gov	510-477-7526
Armando Lopez Treatment and Disposal Services Manager	Armandol@unionsanitary.ca.gov	510-477-7517

Marin Sonoma Napa

CENTRAL MARIN SANITATION AGENCY 1301 Andersen Drive San Rafael, CA 94901		
Peter Kistenmacher Technical Services Manager	pkistenmacher@cmsa.us	(415) 459-1455
Jason Dow	Jdow@cmsa.us	(415) 459-1455
Jacky Wong	jwong@cmsa.us	(415) 459-1455
CITY OF MILL VALLEY - SEWERAGE AGENCY OF SOUTHERN MA 26 Corte Madera Avenue Mill Valley, CA 94941	ARIN	
Brian Exberger Chief Treatment Plant Operator	bexberger@cityofmillvalley.org	(415) 384-4840
Mark Grushayev WWT Manager	mgrushayev@cityofmillvalley.org	415-388-2402
LAS GALLINAS VALLEY SANITARY DISTRICT 300 Smith Ranch Road San Rafael, CA 94603		
Don Moore Plant Operations Supervisor	dmoore@lgvsd.org	415-472-1734
Mel Liebmann Plant Manager	mliebmann@lgvsd.org	915-472-1734
MARIN MUNICIPAL WATER DISTRICT 220 Nellen Avenue Corte Madera, CA 94925		
Jim Kenney Superintendent of Operations, Water Treatment	jkenney@marinwater.org	415-945-1501
Lucy Croy Water Quality Manager	lcroy@marinwater.org	415-945 1590
Danelle Graham Senior Buyer	dgraham@marinwater.org	415-945-1402
NAPA SANITATION DISTRICT 1515 Soscol Ferry Road Napa, CA 94558		
Christopher Mosier Operator III	cmosier@napasan.com	707- 312-1899
Gabe Snook Operations Supervisor	gsnook@napasan.com	707-312-1733
Timothy Healy General Manager/District Engineer	thealy@napasan.com	707-258-6000
NORTH MARIN WATER DISTRICT 999 Rush Creek Place Novato, CA 94945		
Robert Clark Operations/Maintenance Superintendent	rclark@nmwd.com	415-761-8931
Brad Stompe Operations Supervisor	bstompe@nmwd.com	

SANITARY DISTRICT NO. 5 OF MARIN COUNTY 2001 Paradise Drive Tiburon, CA 94920		
Tony Rubio District Manager	trubio@sani5.org	415-435-1501
SAUSALITO MARIN CITY SANITARY DISTRICT 1 East Road Sausalito, CA 94965		
Kevin Beneda	Kevinb@smcsd.net	
Vince Pasquini	vince@smcsd.net	
Jeffery Kingston	jeffrey@smcsd.net	
Cathy Bondanza	cathy@smcsd.net	
North Bay		
CENTRAL CONTRA COSTA SANITARY DISTRICT 5019 Imhoff Place Martinez, CA 94553-4392		
Amy Compaglia Senior Buyer	acompaglia@centralsan.org	925-229-7306
Kevin Mizuno Finance Manager	kmizuno@centralsan.org	925-229-7119
Alan Weer Plant Operations Division Manager	aweer@centralsan.org	925-335-7731
Stephanie King Contracts & Procurement Administrator	sking@centralsan.org	925-229-7307
CITY OF ANTIOCH		
Water Treatment Plant P.O. Box 5007 Antioch, CA 94531-5		
Benjamin Woodland Water Treatment Plant Supervisor	BWoodland@antiochca.gov	(925) 779-7029
CITY OF BRENTWOOD 2251 Elkins Way Brentwood, CA 94513		
Ryan LaMunyon Wastewater Treatment Plant Supervisor	rlamunyon@brentwoodca.gov	925.516.6060
Philip McKinney Wastewater Operations Manager	pmckinney@brentwoodca.gov	925.516.6030
CITY OF MARTINEZ		
525 Henrietta Street Martinez, CA 94553		
Hiren Patel Water Operations Supervisor	hpatel@cityofmartinez.org	925-372-3588
George Pavlov Water Superintendent	gpavlov@cityofmartinez.org	925-372-3587

CITY OF PINOLE (PINOLE/HERCULES WPCP) 11 Tennet Avenue Pinole, CA 94564		
		(5.4.0) 50.4
Josh Binder Plant Manager	jbinder@ci.pinole.ca.us	(510) 724 - 8964
Mike Howe Operations Supervisor	mhowe@ci.pinole.ca.us	(510) 724-9013
CONTRA COSTA WATER DISTRICT		
1331 Concord Ave Concord, CA 94520-4907		
Nicole Quesada Administrative Analyst	nquesada@ccwater.com	925-625-6602
John Parsons Water Operations Superintendent	jparsons@ccwater.com	925-625-6603
Brian Jackson Purchasing Officer	bjackson@ccwater.com	925-688-8011
DELTA DIABLO SANITATION DISTRICT		
2500 Pittsburg-Antioch Hwy. Antioch, CA 94509-1373		
Anika Lyons Finance Manager	anikal@deltadiablo.org	925-756-1924
Judy Pham Purchasing Supervisor	judyp@deltadiablo.org	925-756-1968
Eka Ekanem Senior Accountant	ekae@deltadiablo.org	925-756-1978
DIABLO WATER DISTRICT		
87 Carol Lane Oakley, CA 94561-0127		
Nacho Mendoza Manager of Water Operations	nmendoza@diablowater.org	925-625-2112
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	
PLEASANT HILL RECREATION & PARK DISTRICT		
147 Gregory Lane Pleasant Hill, CA 94523		
Korey Riley Aquatics Program Manager	Kriley@PleasantHillRec.com	925-682-0896

RODEO SANITARY DISTRICT

800 San Pablo Avenue Rodeo, CA 94572

Steven S. Beall District Manager bealls@rodeosan.org 510-799-2970

x100

Jeff Greer greerj@rodeosan.org

Jim Petalio Grade IV Operator petalioj@rodeosan.org 510-799-2970

Nancy Lefebvre lefebvren@rodeosan.org

TOWN OF DISCOVERY BAY CSD

1800 Willow Lake Road Discovery Bay, CA 94505-9376

Aaron Goldsworthy Water and Wastewater Manager agoldsworthy@todb.ca.gov

Anthony Harper Project Manager anthony.harper@veolia.com

Dina Breitstein dbreitstein@todb.ca.gov

Jeffery Dobretz jeffrey.dobretz@veolia.com

WEST COUNTY WASTEWATER DISTRICT

2910 Hilltop Drive Richmond, CA 94806

Aaron Winer Director of Water Quality & AWiner@wcwd.org

Resource Recovery

Joseph Majarucon Operations Manager jmajarucon@wcwd.org

Peninsula

CITY OF SOUTH SAN FRANCISCO

San Bruno Water Quality Control Plant 195 Belle Air Road South San Francisco, CA 94080

Nicholas Talbot Assistant Plant Superintendent nicholas.talbot@ssf.net 650-877-8555

CITY OF BURLINGAME

Wastewater Treatment Facility 1103 Airport Blvd. Burlingame, CA 94010

Manny Molina WWTF General Manager manuel.molina@veolia.com

Muriel Carrieri Office Manager muriel.carrieri@veolia.com 650-342-3727

CITY OF DALY CITY/NORTH SAN MATEO COUNTY SANITATION DISTRICT

153 Lake Merced Blvd Daly City, CA 94015

Brandon Wardle Senior Operator	bwardle@dalycity.org	650-991-8200
Gregory Krauss	gkrauss@dalycity.org	
CITY OF MILLBRAE		
Water Pollution Control Plant 400 E Millbrae Ave Millbrae, C	CA 94030	
Harry Kwong Chief Operator	hkwong@ci.millbrae.ca.us	650-346-7658
Craig Centis Deputy Director of Public Works	ccentis@ci.millbrae.ca.us	650-259-2376
CITY OF SAN MATEO		
City of San Mateo WWTP 2050 Detroit Drive San Mateo, CA	94404	
Xiongbing Liang Laboratory Supervisor	xliang@cityofsanmateo.org	650-522-7380
Michael Sutter	msutter@cityofsanmateo.org	
Rob Learmonth Planet Manager	rlearmonth@cityofsanmateo.org	
Alonso Barahona Management Analyst II	abarahona@cityofsanmateo.org	650-522-7334
SEWER AUTHORITY MID-COASTSIDE		
1000 N. Cabrillo Highway Half Moon Bay, CA 94019		
George Evans Finance Officer	gevans@samcleanswater.org	650-726-0124
Kishen Prathivadi General Manager	Kishen@samcleanswater.org	650-726-0124
<u>Sacramento</u>		
CARMICHAEL WATER DISTRICT		
7837 Fair Oaks Blvd. Carmichael, CA 95608		
David Biagi	davidb@carmichaelwd.org	916-679-0457
CITY OF FOLSOM		
50 Natoma Street Folsom, CA 95630		
Bryson Pearson Water Treatment Supervisor	bpearson@folsom.ca.us	916-461-6191
Todd Eising Utilities Section Manager	teising@folsom.ca.us	916-461-6163

CITY OF ROSEVILLE		
311 Vernon Street Roseville, CA 95678 Becky Philipp Buyer II	bphilipp@roseville.ca.us	916-746-1110
Shannon Wiest	swiest@roseville.ca.us	916-746-1112
Shannon Wiest	Swiest@roseville.ca.us	910-740-1112
CITY OF SACRAMENTO		
Department of Utilities 5730 24th Street, Bldg 22 Sacrament	o, CA 95822	
Stacy Larkin Program Analyst, Business Services Division - Logistics	slarkin@cityofsacramento.org	916-808-6356
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
EL DORADO IRRIGATION DISTRICT		
2890 Mosquito Road Placerville, CA 95667		
Ryan Deakyne Senior Buyer	rdeakyne@eid.org	530-642-4405
NEVADA IRRIGATION DISTRICT 1036 W. Main Street Grass Valley, CA 95945		
Coby McCoy Water Treatment Supervisor	mccoyc@nidwater.com	530 913-9710
Joan Tortorici Buyer	tortorici@nidwater.com	530-273-6185
Shad Chittock Water Treatment Superintendent	chittocks@nidwater.com	

NEVADA IRRIGATION DISTRICT 1036 W. Main Street Grass Valley, CA 95945		
Coby McCoy Water Treatment Supervisor	mccoyc@nidwater.com	530 913-9710
Joan Tortorici Buyer	tortorici@nidwater.com	530-273-6185
Shad Chittock Water Treatment Superintendent	chittocks@nidwater.com	
SACRAMENTO COUNTY WATER AGENCY		
Vineyard Surface Water Treatment Plant 10151 Florin Road	Sacramento, CA 95829	
Daniel Ruiz Accounting Technician	RuizDa@saccounty.gov	916 874-1398
Shawn Barnes Water Treatment Operations Supervisor	barness@saccounty.gov	916-508-0858
Tom Pasterski Water System Superintendent	pasterskit@saccounty.gov	916-876-6430
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Jeff Gross	grossj@saccounty.gov	
South Bay		
CITY OF MORGAN HILL		
100 Edes Court Morgan Hill, CA 95037-5301		
Inga Alonzo Public Utilities Management Analyst	inga.alonzo@morganhill.ca.gov	408-310-4182
CITY OF SANTA CLARA		
Purchasing Division 1500 Warburton Avenue Santa Clara, CA	95050	
Nick van Haeften Division Manager	nvanhaeften@santaclaraca.gov	408-615-2717
Alex Price Senior Engineer	aprice@santaclaraca.gov	408-615-6051
CITY OF SUNNYVALE		
Water Pollution Control Plant 1444 Borregas Avenue Sunnyv	rale, CA 94088-3707	
Bryan Berdeen Operations Manager	bberdeen@sunnyvale.ca.gov	408-730-7261
Lisa Vo	lvo@sunnyvale.ca.gov	
CITY OF WATSONVILLE		
500 Clearwater Lane Watsonville, CA 95076		
Mike Wagoner Wastewater Operations Supervisor	michael.wagoner@cityofwatsonville.org	831-768-3181
Ryan Smith WW Division Manager	Ryan Smith ryan.smith@cityofwatsonville.org	831-728-3175

SAN JOSE - SANTA CLARA REGIONAL WASTEWATER FACILITY		
700 Los Esteros Road San Jose, CA 95134		
Mark Nicholl	Mark.Nicholl@sanjoseca.gov	408-635-6635
Tim Lewis Wastewater Facility Operations Manager	tim.lewis@sanjoseca.gov	408-635-2057
Satya Nand	satya.nand@sanjoseca.gov	408-635-2054
<u>Tri Valley</u>		
CITY OF LIVERMORE		
Water Resources/Public Works Department 101 West Jack Lo	ndon Blvd. Livermore, CA 94551	
Jimmie Truesdell WR Operations Manager	jltruesdell@LivermoreCA.gov	925-960-8122
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
ZONE 7 WATER AGENCY		
100 North Canyons Parkway Livermore, CA 94551		
Zeljka Bozic Buyer I	zbozic@zone7water.com	925 454 5029
Karen Bartels Buyer II	kbartels@zone7water.com	925-454-5039

SECTION IV

BAY AREA CHEMICAL CONSORTIUM BID CONTRACT DOCUMENTS FOR BID NO. 13-2023 SODIUM HYPOCHLORITE 12.5%

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

BAY AREA CHEMICAL CONSORTIUM STANDARD AGREEMENT, PAGE 1 OF 2 BID NO. 13-2023

SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

I hereby agree to furnish SODIUM HYPOCHLORITE 12.5% 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	e, ZIP:	
Phone:		
Email:		
Authorize	ed Representative:	
Signature	:	
Date:		
SPECIFIC TP	DEVIATIONS: his box must be checked if bidder has any proposed stroposed Deviations from the Specifications by the Bidder, the specifications will hold the bidder strictly accountable to id document, including any addendum.	specific deviations. Per Section 2.12 the absence of a proposed changed in
	the specific deviations below. A copy of the proposed sp Agreement at the time of submission, with bidder's name	

STANDARD AGREEMENT, PAGE 2 OF 2 BIDDER INFORMATION

1.	Legal Name of Bidder	:							
2.	Bidder's Street Addres	ss:							
3.	Mailing Address:								
4.	Business Telephone:			Fax	Number: _				
5.	Type of Supplier: □ Sole Proprietor If Corporation, indicat			nership corporated: _	•				
6.	Business License Numlocated. Number:			•		-		of busin	ess is
7.	Supplier Federal Tax Id	dentificatio	n Num	nber:					
8.	Emergency Contact:	Name: Phone N	 lumber	r:					
9.	Order Contact:	Address: Phone N	: lumber	r:	Fax Nun	nber:		_	
10.	References: Company/Agency Nan 1) 2) 3)		_	Contact Na	<u>me</u>	- - -	Phone Nu	<u>mber</u> 	
11.	Chemical Manufacture	er's name a	and add	dress (if diffe	erent from B	Bidder):			

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

State of California)	
) ss. County of)	
, being (Bidder's Authorized Representative)	ng first duly sworn, deposes and says that he or she is the
of	the party making the (Legal Name of Bidder)
(Title of Representative)	(Legal Name of Bidder)
partnership, company, association, organization or sham; that the bidder has not directly or infalse or sham bid, and has not directly or individer or anyone else to put in a sham bid, or not in any manner, directly or indirectly, so anyone to fix the bid price of the bidder or any of the bid price, or of that of any other bid, or the contract of anyone interested in the propertie; and, further, that the bidder has not, dibreakdown thereof, or the contents thereof, or will not pay, any fee to any corporation, partnor to any member or agent thereof to effectual	the interest of, or on behalf of, any undisclosed person, on, or corporation; that the bid is genuine and not collusive indirectly induced or solicited any other bidder to put in a directly colluded, conspired, connived, or agreed with any that anyone shall refrain from bidding; that the bidder has ught by agreement, communication, or conference with other bidder, or to fix any overhead, profit, or cost element to secure any advantage against the public body awarding used contract; that all statements contained in the bid are irectly or indirectly, submitted his or her bid price or any or divulged information or data relative thereto, or paid, and ership, company association, organization, bid depository, are a collusive or sham bid.
	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 M	lust Be Witnessed By Notary

1692799v1

BAY AREA CHEMICAL CONSORTIUM BID FORM FOR BID NO. 13-2023 FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

	Legal Name of Bidder:
Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)	Business Address
https://bacwa.org/bacc/	
	Telephone Number:
No later than 4:00 PM. PT	Facsimile Number:
Thursday, February 23, 2023	Email Address:
	Authorized Representative (Please Print):
	Signature:
	Date:

<u>All costs except California State sales tax</u> for the purchase of SODIUM HYPOCHLORITE 12.5% 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. 13-2023 SODIUM HYPOCHLORITE 12.5%

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

Unit of Bid Price per
Measure Unit of Measure

Sodium Hypochlorite 12.5%

Sanitary District No. 5 of Marin County Sausalito Marin City Sanitary District

ii nypociiionte 12.5%		
Central Valley	gal	\$
Central Valley City of Lathrop (Veiola NA) City of Merced City of Modesto City of Stockton City of Turlock Oakwood Lake Water District East Bay Alameda County Water District City of Hayward City of San Leandro Oro Loma Sanitary District Union Sanitary District Union Sanitary District Marin Sonoma Napa Central Marin Sanitation Agency City of Mill Valley - Sewerage Agency of Southern Marin Las Gallinas Valley Santary District Marin Municipal Water Detrict Napa Sanitation District North Marin Water District	BIDPLATFORM	
East Bay	gal	\$
Alameda County Water District City of Hayward City of San Leandro Oro Loma Sanitary District Union Sanitary District		
Marin Sonoma Napa	gal	\$
Central Marin Sanitation Agency City of Mill Valley - Sewerage Agency of Southern Marin Las Gallinas Valley Santsary District Marin Municipal Water Bestrict Napa Sanitation District North Marin Water District		

BAY AREA CHEMICAL CONSORTIUM

Worksheet

BID NO. <u>13-2023</u>

SODIUM HYPOCHLORITE 12.5%

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

Unit of **Bid Price per** Measure Unit of Measure \$ North Bay gal ate County Sanitation District Central Contra Costa Sanitary District City of Antioch City of Brentwood City of Martinez City of Pinole (Pinole/Hercules WPCP) Contra Costa Water District **Delta Diablo Sanitation District Diablo Water District Ironhouse Sanitary District** Pleasant Hill Recreation & Park District **Rodeo Sanitary District** Town of Discovery Bay CSD West County Wastewater District <u>Peninsula</u> City of South San Francisco City of Burlingame City of Daly City/North Safe City of Millbrae City of San Mated Sewer Authority Sacramento Carmichael Water District City of Folsom City of Roseville City of Sacramento City of Yuba City El Dorado Irrigation District **Nevada Irrigation District** Sacramento County Water Agency

BAY AREA CHEMICAL CONSORTIUM Worksheet BID NO. 13-2023 SODIUM HYPOCHLORITE 12.5%

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

	Unit of	Bid Price per
	Measure	Unit of Measure
South Bay	gal	\$
City of Morgan Hill		
City of Santa Clara		
City of Sunnyvale	ON	
City of Watsonville	\Q	
San Jose - Santa Clara Regional Wastewater Facility	ZX	
<u>Tri Valley</u>	2 gal	\$
City of Livermore		
Dublin San Ramon Services District		
Zone 7 Water Agency		
Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL SVD ITEM)		
19 Surface 1213/0 III 2/3 gair totes (or Holling XIII)		
North Bay	gal	\$
Contra Costa Water District		
Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)		
North Bay	gal	\$
Diablo Water District		
City of Santa Clara City of Sunnyvale City of Watsonville San Jose - Santa Clara Regional Wastewater Facility Tri Valley City of Livermore Dublin San Ramon Services District Zone 7 Water Agency Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL MOTERN) North Bay Contra Costa Water District Sodium Hypochlorite 12.5% In Drums (OPTIONAL MOTERN) North Bay Diablo Water District Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM) Sacramento	Unit of Measure	Bid Price per Unit of Measure
♦		
Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)		
<u>Sacramento</u>	gal	\$
Nevada Irrigation District		

ADDENDUM NO. 1 REQUEST FOR BIDS

BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 13-2023 FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

Addendum Issue Date: February 16, 2023

TO ALL BIDDERS: The purpose of this Addendum is to make changes, additions, deletions, revisions, and clarifications to the bid mentioned above. The changes incorporated in the Addendum shall be considered as a part of the document and shall supersede, amend, add to, and/or subtract from those conditions shown in the original bid.

Acknowledgement: <u>Bidders must acknowledge receipt of any and all Addenda in the space provided</u> <u>on the Standard Agreement of the bid document</u>. Failure to do so may subject the Bidder to disqualification. All requirements of the bid documents remain unchanged except as cited herein.

ADDENDUM ITEMS:

1) Section / Page: Section III – 1 Estimated Annual Quantities / Page 23
Estimated Annual Quantities for Zone 7 Water Agency CORRECTED to 365,000 gallons
Revised Section III-1 Estimated Annual Quantities is attached.

Bid opening date of February 23, 2023 remains unchanged.

END OF ADDENDUM NO. 1

SECTION III – 1

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES
FOR BID NO. 13-2023
SODIUM HYPOCHLORITE 12.5%

BAY AREA CHEMICAL CONSORTIUM ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024 BID NO. 13-2023

BID NO. <u>13-2023</u>	Unit of Measure	Estimated An Treatment A Water	• •
Sodium Hypochlorite 12.5%	gal	3,325,300	7,886,000
<u>Central Valley</u>			
City of Lathrop (Veiola NA)	gal	0	60,000
City of Merced	gal	85,000	0
City of Modesto	gal	0	50,000
City of Stockton	gal	350,000	500,000
City of Turlock	gal	350,000	0
Oakwood Lake Water District	gal	6,000	0
		791,000	610,000
East Bay			
Alameda County Water District	gal	290,000	0
City of Hayward	gal	0	250,000
City of San Leandro	gal	0	215,000
Oro Loma Sanitary District	gal	0	208,000
Union Sanitary District	gal	0	1,000,000
		290,000	1,673,000
Marin Sonoma			
Central Marin Sanitation Agency	gal	0	240,000
City of Mill Valley - Sewerage Agency of Southern Marin	gal	0	60,000
Las Gallinas Valley Sanitary District	gal	0	150,000
Marin Municipal Water District	gal	220,000	0
Napa Sanitation District	gal	0	315,000
North Marin Water District	gal	3,200	0
Sanitary District No. 5 of Marin County	gal	0	36,000
Sausalito Marin City Sanitary District	gal	0	60,000
		223,200	861,000

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024 BID NO. <u>13-2023</u>

BID NO. <u>13-2023</u>		Estimated Annu		
	Unit of		mated Annual Qty for atment Applications:	
	Measure	Water	Wastewater	
North Bay				
Central Contra Costa Sanitary District	gal	0	450,000	
City of Antioch	gal	255,000	0	
City of Brentwood	gal	0	140,000	
City of Martinez	gal	55,000	0	
City of Pinole (Pinole/Hercules WPCP)	gal	0	115,000	
Contra Costa Water District	gal	320,000	0	
Delta Diablo Sanitation District	gal	0	450,000	
Diablo Water District	gal	7,500	0	
Ironhouse Sanitary District	gal	0	8,000	
Pleasant Hill Recreation & Park District	gal	4,700	0	
Rodeo Sanitary District	gal	0	50,000	
Town of Discovery Bay CSD	gal	28,000	0	
West County Wastewater District	gal	0	290,000	
		670,200	1,503,000	
<u>Peninsula</u>				
City of South San Francisco	gal	0	220,000	
City of Burlingame	gal	0	100,000	
City of Daly City/North San Mateo County Sanitation	gal	0	135,000	
City of Millbrae	gal	0	65,000	
City of San Mateo	gal	0	300,000	
Sewer Authority Mid-Coastside	gal	0	120,000	
		0	940,000	
<u>Sacramento</u>				
Carmichael Water District	gal	45,000	0	
City of Folsom	gal	140,000	0	
City of Roseville	gal	245,400	137,000	
City of Sacramento	gal		192,000	
City of Yuba City	gal	10,000	0	
El Dorado Irrigation District	gal	245,000	45,000	
Nevada Irrigation District	gal	45,000	0	
Sacramento County Water Agency	gal	200,000	0	
		930,400	374,000	

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024 BID NO. <u>13-2023</u>

BID NO. <u>13-2023</u>			
		Estimated Annual Qty for	
	Unit of	Treatment A	
	Measure	Water	Wastewater
South Bay			
City of Morgan Hill	gal	15,000	0
City of Santa Clara	gal	35,000	0
City of Sunnyvale	gal	0	220,000
City of Watsonville	gal	0	60,000
San Jose - Santa Clara Regional Wastewater Facility	gal	0	1,040,000
		50,000	1,320,000
<u>Tri Valley</u>			
City of Livermore	gal	0	260,000
Dublin San Ramon Services District	gal	5,500	345,000
Zone 7 Water Agency	gal	365,000	0
		370,500	605,000
Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)	gal	95,000	0
Sacramento	801	33,000	
Nevada Irrigation District	gal	95,000	0
		95,000	0
Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL BID ITEM)	gal	2,200	0
North Bay			
Contra Costa Water District	gal	2,200	0
		2,200	0
Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	gal	3,960	0
	Pai	3,300	
North Bay			
Diablo Water District	gal	3,960	0
		3,960	0