

ADDENDUM NUMBER #1

DATE: April 29, 2024

DOCUMENT: NBACP Bid Specifications

FISCAL YEAR: 2024-25

CUSTOMER: North Bay Agency Chemical Pool

HOST AGENCY: Kevin Jones, Chairperson, City of West Sacramento

TO: Prospective Bidders

This Addendum forms a part of the *Notice to Bidder* and corrects the typographical errors in the notice to Bidder dated April 03, 2024 with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided below and submit with the FY 24/25 bid package due May 6, 2024. Failure to do so may disqualify the Bidder.

This Addendum consists of the following specifications or forms:

Item	Specification or Form	Page #
A	Bids will be accepted until 2:00 P.M. PST, Wednesday, May 6, 2024 This was a typo. Bids will be accepted until 2:00 P.M. PST Monday, May 6, 2024	1

Vendor

Signature

Date Received

NOTICE TO BIDDER **ATTACHMENT 1**
NORTH BAY AGENCY CHEMICAL POOL CHEMICAL REQUIREMENTS for
2024-2025

The North Bay Agency Chemical Pool (NBACP) entities of:

- | | | |
|----------------------------|-----------------------------|---|
| 1) City of American Canyon | 6) City of Napa | 11) Town of Yountville |
| 2) City of Benicia | 7) City of Petaluma | 12) Vallejo Flood & Wastewater District |
| 3) City of Calistoga | 8) City of St. Helena | 13) City of Vacaville |
| 4) City of Davis | 9) City of Vallejo | |
| 5) City of Fairfield | 10) City of West Sacramento | |

All in the state of California and acting collectively through their authorized procurement officials, respectfully request sealed bids for the procurement of Water Treatment/Wastewater Treatment process chemicals during the fiscal year of 202 - 2025 (July 1, 2024 to June 30, 2025).

Bids will be accepted until **2:00 P.M. PST, Wednesday, May 6, 2024** at the following location:

IN PERSON: George Kristoff Water Treatment Plant
400 N. Harbor Blvd
West Sacramento, CA 95605
Attention: Kevin Jones

MAILING: City of West Sacramento
NBACP – Attention: Kevin Jones
400 N. Harbor Blvd
West Sacramento, CA 95605

ELECTRONIC: wtpadmin@cityofwestsacramento.org

At 2:00 pm, the bids will be publicly opened and announced to all in attendance. Bidders are invited, but not required, to attend the bid opening. It is the sole responsibility of the bidder to ensure that their bid is received on time at the above location, either in person, via mail, express delivery or by e-mail. No bids will be accepted after the above date and time, and bids received thereafter shall be returned to the bidder and will not be considered under any circumstances.

Any modifications or withdrawal of a bid, prior to the opening of bids, is subject to the same conditions stated above. A bid may also be withdrawn in person by a bidder or its authorized representative, provided identification is supplied and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

ATTACHMENT 1

Must submit the following four documents:

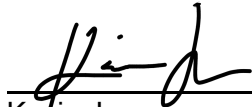
1. Completed and signed "*Standard Agreement*"
2. Completed "*NORTHBAY AREA AGENCY CHEMICAL POOL for FISCAL YEAR 2024-2025 BID FORM*"
3. Completed and signed "*Insurance and Indemnity Certification Agreement*"
4. Manufacturer's Safety Data Sheets (SDS)

The NBACP agencies reserve the right to reject any or all bids; to waive informalities or irregularities in the bids received as they see best; to reject non-conforming, non-responsive or conditional bids; and to accept the bid(s), which, in each entity's judgment individually, is in their best interest.

The awards of bids will be confirmed at a meeting of the NBACP member agencies on May 8, 2024. The *Award of Bid* shall be awarded to the "lowest responsible and responsive bidder". All vendors will be notified of the *Award of Bid* on May 10, 2023.

Any questions concerning this bid shall be directed to John Alexander, NBACP Chair, City of Davis, Host Agency, between the hours of 7:00 AM and 3:30 PM, Monday through Friday.

On behalf of the NBACP,



Kevin Jones

April 3, 2024

Date

NBACP Chair

Phone: (916) 617- 4863

Email: kevinj@cityofwestsacramento.org

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ATTACHMENT 1

**NORTH BAY AGENCY CHEMICAL POOL (NBACP)
FOR FISCAL YEAR 2024 – 2025
BID FORM**

STANDARD AGREEMENT

c/o: Kevin Jones
NBACP Chair
City of West Sacramento
George Kristoff Water Treatment Plant
400 N. Harbor Blvd
West Sacramento, CA 95605

Dear Mr. Jones:

I hereby agree to furnish the chemicals identified in the attached bid form(s), as solicited by the NBACP, to the following NBACP agencies:

- | | | |
|----------------------------|-----------------------------|---|
| 1) City of American Canyon | 6) City of Napa | 11) Town of Yountville |
| 2) City of Benicia | 7) City of Petaluma | 12) Vallejo Flood and Wastewater District |
| 3) City of Calistoga | 8) City of St. Helena | 13) City of Vacaville |
| 4) City of Davis | 9) City of Vallejo | |
| 5) City of Fairfield | 10) City of West Sacramento | |

and in accordance with the prices, specifications, terms and conditions as stated in the bid packet.

Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____

E-mail: _____

Authorized Representative: _____

Signature: _____ Date: _____

WE ACKNOWLEDGE ADDENDUM/ADDENDA NUMBER 1 THROUGH 1.

SPECIFIC DEVIATIONS:

**NORTH BAY AGENCY CHEMICAL POOL
FOR FISCAL YEAR 2024 – 2025
BID FORM**

CHEMICAL	PRODUCT CONCENTRATION	COST UNIT	DELIVERY DESCRIPTION	COST PER UNIT
Aluminum Sulfate	48%	Dry Ton	Full Load (~ 45,000 lb)	
Aluminum Sulfate	35% (<i>acid alum</i>)	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Hydroxide	50%	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Hydroxide	50%	Dry Ton	Short Load (< 30,000 lb)	
Sodium Hydroxide	25%	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Hydroxide	25%	Dry Ton	Short Load (< 30,000 lb)	
Liquid Oxygen (Gas)	100%	CCF	Full Load (280-460 CCF)	
Carbon Dioxide (Gas)	100%	Pounds	Full Load (~ 18,000 lb)	
Carbon Dioxide (Gas)	100%	Pounds	Short Load (< 2,000 lb)	
Liquid Chlorine (Cl ₂ Gas)	100%	Ton	Short Load (< 4 cylinders)	
Sodium Hypochlorite	12.5%	Gallons	Full Load (> 4,000 gal)	
Sodium Hypochlorite	12.5%	Gallons	Short Load (≤ 4,000 gal)	
Sodium Hypochlorite	12.5%	Gallons	55-gallon drum	
Ferric Chloride	43%	Dry Ton	Full Load (~ 45,000 lb)	
Sodium Bisulfite	25%	Gallons	Full Load (> 1000 gal)	
Sodium Bisulfite	40%	Gallons	Full Load (> 1000 gal)	
Fluorosilicic Acid	24%	Dry Ton	Full Load (~ 45,000 lb)	
Ortho-Polyphosphate	17 – 19% (as Ortho)	Gallons Pound Pound	250-gal tote Short Load (~20,000 lb) Full Load (~45,000 lb)	

SUBMISSION CONTACT INFORMATION:

Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____

E-mail: _____

Authorized Representative: _____

Signature: _____

Date: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT PERIOD

The bid pricing shall be fixed for the fiscal year FY 2024-2025 (July 1, 2024 through June 30, 2025).

2. BID FORM

Only bids submitted on the *NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2024/2025 BID FORM* (attached) shall be accepted. The Bidder must sign and date their bid, and the bid form may be rejected if it shows any omissions, alterations of form, additional information not called for, conditional bid or any irregularities of any kind.

3. QUANTITY ESTIMATES

The quantities listed on the technical specifications for chemicals are estimates of annual chemical requirements for bid purposes only. Nothing in these stated quantities shall be construed as obligating any Agency to purchase specific quantities, as these quantities will vary with water demand and the extent of treatment required. All participating Agencies reserve the right to purchase any quantity of chemical listed, at the contract bid price, regardless of stated estimated quantities.

4. BID FORMAT

All chemicals shall be bid as a unit price. Such unit price shall reflect all costs including but not limited to: material, transportation, unloading, (if applicable) tax or any other costs or fees which will be incurred as a result of purchasing a chemical from a particular supplier. Bids that do not include the unit prices shall be considered irregular and, at the option of the Agencies, may be eliminated from further consideration.

5. COMPETITIVENESS AND INTEGRITY

The collective agencies have assigned control of this acquisition process to the host Agency identified in the *NOTICE TO BIDDER* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Suppliers are to direct all communications regarding this bid to the designated host agency, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offending firm's offer. The host agency may refer communications to other participating agencies for clarification.

6. MODIFICATION, ADDENDA AND INTERPRETATIONS

All changes to the bid documents initiated by the NBACP shall be through written addendum and furnished to all Bidders via e-mail. Any apparent inconsistencies or matters seeming to require explanation or interpretation, must be inquired by the Bidder at least 48 hours (excluding weekends and holidays) prior to the time set for the Bid opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the *Standard Agreement*.

7. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from these specifications MUST be noted in detail, and submitted in writing on the *Standard Agreement*. Complete specifications should be attached for any substitutions offered or when exceptions are desirable or necessary. The absence of the specification deviation statement will hold the bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted, the Bidder's name should be clearly shown on each document.

8. BIDDER REPRESENTATION

Each Bidder must be an authorized agent of their company to perform the bidding and authorized to sign the bid documents. Bid documents shall be completed fully, including their full business and e-mail address on the forms provided, and signed with their usual signature. Bids by partnerships shall be signed by one of its executive members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind in the matter and shall have the corporate seal affixed thereto.

9. MANUFACTURER'S INFORMATION

Bidders shall submit with their bid the following:

- A. An affidavit of compliance to the appropriate AWWA, NSF standard, or "Title 22 Documentation" referenced, or a statement by the manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity.
- B. A representative laboratory analysis of the chemical to be furnished.
- C. Name and address of chemical manufacturer
- D. Product Bulletin and Typical Properties
- E. Safety Data Sheet (SDS)

10. PROPRIETARY INFORMATION

All information included in any bid proposal that is of a proprietary nature must be clearly marked as such. Each Agency shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

11. BROCHURES

Bid proposals may include descriptive brochures that describe the manufacturer, its product, and its applications.

12. BID SUBMITTAL

Bids may be submitted via e-mail, mail or delivered in person. Bidders should allow adequate delivery time when using either express delivery, postal service or other means.

13. BID CHANGES

A bid may be modified or withdrawn prior to the bid opening date and time, but only by the Bidder (or authorized representative), provided identification is supplied and a receipt is signed for the bid. Bids, amendments thereto, or withdrawal requests received after the date and time advertised for the bid opening, will not be considered.

14. DEFINITION OF BIDDERS

A qualified bidder: is a firm/person who has submitted a bid that is determined by the NBACP to meet standards of business competence, reputation, financial ability, and product quality.

A responsive bidder: is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the product, and any other requirement of the bid instructions.

A responsible bidder: is a firm/person who has submitted a bid that meets the criteria of a qualified and a responsive bidder.

A successful bidder: is a responsible bidder with the lowest bid for that particular chemical and as determined by paragraph 15, "BASIS OF BID AWARD", thereafter called Chemical Supplier (Supplier).

An Agency: means an individual local water or wastewater agency who is a member of the NBACP.

15. BASIS OF BID AWARD

Award of Bid shall be made to the lowest responsible bidder meeting the specifications. The following is a list of the criteria that shall be used in the award of this bid.

- A. Unit cost of the product
- B. Specific deviations (if any)
- C. Product specifications
- D. Guaranteed warranties or standards of quality
- E. Capabilities to deliver product throughout the fiscal period
- F. Company's reputation and previous customer service record

16. BID REJECTION OR PARTIAL ACCEPTANCE

The NBACP reserves the right to reject any and all bids, to waive informalities or typographical errors found on the *NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2024 – 2025 BID FORM* received, to reject non-conforming or conditional bids, and to accept the bid(s) which are in its best interest.

17. TIE BIDS

In the case of tie bids regarding unit costs, the NBCAP reserves the right to award based on the factors previously outlined in Instruction to Bidders Paragraph 15, *BASIS OF BID AWARD*.

18. BACKUP AWARD

Bidder with the second lowest responsive bid will be awarded as the Backup Supplier. In the event of an emergency or should the awarded bidder fail to fulfill its duties as the designated Supplier for the specific chemical, the Backup Supplier will take its place as the primary Supplier for the specific chemical and at the Backup Supplier's original bid unit prices.

Supplier's "failed to fulfill its duties" shall be defined in General Requirements Paragraph 26, *TERMINATION OF AWARD FOR CAUSE*.

19. SELECTING THE SUCCESSFUL BIDDER AND RECOMMENDATION VENDOR SUMMARY

Bid proposals will be summarized and reviewed with the NBACP members following the bid opening. A majority of NBACP member must be present at the bid review meeting in order to select the successful bidder for each chemical. Each bidder for that specific chemical will be evaluated on the basis of the six criteria listed in paragraph 15 of these instructions to determine the successful bidder. The successful bidder for each chemical will be placed in the NBACP's Recommended Vendor Summary. The NBACP Recommended Vendor Summary will be provided to vendors via email by May 10, 2024. No bid results will be offered over the telephone.

20. COMPLETE BID PACKAGE

The required Complete Bid Package for bidding shall consist of the following:

- a. Completed and signed "*STANDARD AGREEMENT*"
- b. Completed "*NORTH BAY AGENCY CHEMICAL POOL FOR FISCAL YEAR 2024 – 2025 BID FORM*"
- c. Completed and signed "*Insurance and Indemnity Certification Agreement*" (Note: Winning bidders will be required to submit all final insurance documents within 15 days from the bid award date of May 10, 2023)
- d. Manufacturer's Information (refer to Instruction to Bidders Paragraph 9, *MANUFACTURER'S INFORMATION*.)

1. NORTH BAY AGENCY CHEMICAL POOL (NBACP)

The sole purpose of the agency is to provide a single bidding source for the local Agency's water treatment and waste water treatment chemical needs and make recommendations based on the lowest responsive and responsible bidder. It is the responsibility of local Agencies to finalize the procurement process of the NBACP's preferred supplier of that certain chemical.

2. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neutral, and when the sense so indicates, words of the neutral gender may refer to any gender.

3. CONTRACT PERIOD

The bid pricing shall be fixed for the fiscal year FY 2024/25, (July 1, 2024 through June 30, 2025).

4. LAWS AND REGULATIONS

The chemical Supplier shall comply with all applicable State of California and Federal laws, City and County ordinances, licenses and regulations during the contract period.

5. EQUAL OPPORTUNITY

The successful bidder will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap. It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990. A certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by any participating Agency.

6. SITE VISITS

After the bid opening, the successful bidders are welcome to visit all treatment plant facilities to familiarize themselves with the chemical storage and handling. Each Agency reserves the right to specify alternate delivery points as necessary.

7. CHEMICAL CONFORMANCE

All chemicals shall conform to their appropriate chemical's technical specification. All chemicals designated as applicable for potable water treatment process shall be NSF 60 rated and/or meets the appropriate AWWA standard. All chemicals designated as applicable to wastewater treatment process shall meet the appropriate AWWA standard. The chemical supplier shall insure that the chemical being supplied meets such specifications and requirements.

8. WARRANTIES

Bidder warrants that all materials will conform within applicable specifications given to Agencies and will be free from defects. Without limitation of any rights which Agencies may have by reason of any breach of warranty, products which are not as warranted may be returned at Bidder's expense at reasonable time after delivery, for either credit or replacement, as each participating Agency may direct.

9. PURCHASE ORDERS

It is the responsibility of each Agency to issue Purchase Orders and/or Contract Agreements to the successful bidder who is supplying the desired chemical. The Purchase Order and/or Contract Agreements and this bid shall constitute the entire agreement. Therefore, all chemical sales shall be invoiced directly to those Agencies, as per the Purchase Orders and/or Contract Agreements.

10. MODIFICATION OF AGREEMENT

No modification of award shall be binding upon any participating Agency unless made in writing and signed by authorized agents of each participating Agency.

11. INSURANCE

The successful Bidder shall not commence work under the Agreement until Bidder has obtained all the insurance(s) required under this paragraph and such insurance(s) shall have been approved by the individual Agency as to form and carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Bidder shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bidder, the Bidder's agents, representatives, employees or subcontractors.

Minimum Scope of Insurance:

1. Insurance shall be at least as broad as:
 - a. Personal injury
 - b. Contractual liability
 - c. Contractor's broad form pollution liability
 - d. Product liability
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance

Bidder shall maintain limits no less than:

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If Bidder is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Comprehensive General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, property damage and products and completed operations; product liability, contractor's pollution liability. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this product or the minimum required aggregate limit or be twice the required occurrence limit. Policy shall be endorsed to name the Agency as an additional insured per the conditions detailed below. ISO Form CG 20 10 (1/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.
Comprehensive Automobile Liability Insurance	\$5,000,000 per accident for bodily injury and property damage, to include automobile pollution liability. If the Bidder is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials/waste/substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by the Bidder.
Umbrella/Excess Liability Coverage	If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.
Broad Form Contractors Pollution Liability Insurance	Same limits as Commercial General Liability. Time Element Sudden and Accidental coverage <u>will not</u> be accepted.

Any deductibles or self-insured retentions must be declared to and approved by each Agency. At the option of each Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Bidder is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

Other Insurance Provisions

The required general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The Agency, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, occupied or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Agencies, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Bidder's insurance coverage shall be primary insurance as respects the Agencies, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agencies, its officers, officials, employees, agents or volunteers shall be excess of the Bidder's insurance and shall not contribute with it and in no way relieves the Bidder from its responsibility to provide insurance.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agencies, its officers, officials, employees, agents or volunteers.
4. The Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agencies individually.
6. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the Agency. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agency Agreement or (2) the full coverage and maximum limits of any insurance proceeds available to the Bidder, whichever is greater.
7. If an umbrella or excess insurance policy is used to satisfy the required limits of insurance, it shall be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Agency before the Agency's own insurance shall be called upon to protect it as a named insured.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Bidder shall furnish the Agencies with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Agency. All endorsements are to be received and approved by each individual Agency before work commences. As an alternative to Agency forms, the Bidder's insurer

may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Agencies.

INDEMNIFICATION

To the maximum extent permitted by law, the successful Bidder shall, at its own expense, indemnify, defend with counsel acceptable to each North Bay Agency Chemical Pool participating Agency listed on the Standard Agreement for chemical requirements, (which acceptance will not be unreasonably withheld), and hold harmless each such participating Agency and its officers, officials, employees, agents and volunteers ("Indemnities") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the furnishing of chemicals by the successful Bidder pursuant to the Standard

Agreement or the successful Bidder's failure to comply with any of the terms of the Standard Agreement, regardless of any fault or alleged fault of the Indemnitees.

The successful Bidder's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the successful Bidder's inability to evaluate Liability, or because the successful Bidder evaluates Liability and determines that the successful Bidder is not or may not be liable. The successful Bidder must respond within 30 calendar days to any tender for defense and indemnity by any participating Agency, unless the time for responding has been extended by an authorized representative of the participating Agency in writing. If the successful Bidder fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the successful Bidder under the Standard Agreement as shall reasonably be considered necessary by the participating Agency may be retained by the participating Agency until disposition has been made of the matter subject to tender, or until the successful Bidder accepts the tender, whichever occurs first.

The successful Bidder waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the successful Bidder arising out of or in connection with the furnishing of chemicals by the successful Bidder pursuant to the Standard Agreement or the successful Bidder's failure to comply with any of the terms of the Standard Agreement.

13. **PATENT GUARANTEE**

The Bidder shall, with respect to any Bidder's standard manufacture, indemnify and hold harmless each participating Agency, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Agencies.

14. **CHEMICAL ORDERS**

All orders placed throughout the contract period will be initiated separately by each respective Agency, and each will be responsible for the coordination of all aspects of those orders with the successful Bidder(s). Inquiries in reference to individual orders during the contract period shall be directed to the appropriate individual Agency.

15. **DELIVERY REQUIREMENTS**

Delivery Bill of Lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to its shipping manifest. Delivery times and dates shall be coordinated between the supplier and each Agency. The supplier shall notify the agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date unless delivery delays are a result of in-route transportation delays, then notification shall be required to inform the Agency of best effort delivery date and time. Persistent late deliveries shall be a basis for contract termination. **Any supplier who anticipates a production shutdown that could affect delivery of chemicals must send email notifications to all NBACP members of delivery status. A phone call must all be made to each member of the NBACP as a follow up notification.**

16. TEMPORARY FUEL SURCHARGE

In the event that the California regional section of DOE On-Highway Diesel Fuel exceeds \$6.00 per gallon, the Supplier may submit a request for a "Temporary Fuel Surcharge" to offset the unanticipated Fuel cost increase. The request for "Temporary Fuel Surcharge" must include the methodology used to calculate the fuel surcharge and said fuel charge assess on per delivery or per bid item unit price. If a "Temporary Fuel Surcharge" is approved by the respectively Agency, said Fuel Surcharge shall remain in effect until the U.S. Average DOE price drops below \$6.00 per gallon and the "Temporary Fuel Surcharge" will longer apply. Adjustments to the "Temporary Fuel Surcharge" may only be made once every 3 months by resubmitting another request.

17. SAFETY

Supplier shall insure that their employees, subcontractors or agents comply with all Cal/OSHA, OSHA, and EPA safety standards while they are on Agency premises. All chemicals shall be delivered per Department of Transportation regulations. Chemicals shall stay in possession of the Supplier and not unloaded until accepted by the participating Agency. The Agencies reserve the right to individually refuse (at their sole discretion) any shipment which cannot be unloaded using safe and proper techniques. Any such refusal shall result in the return of product at the seller's sole expense.

Should a chemical spill/leakage occur due to negligence, faulty equipment and/or inferior packaging on the part of the supplier or his agents; the Supplier and/or his agents shall take immediate and appropriate actions to clean any spilled chemical, transport and lawfully/properly dispose of spilled waste material. The property of the Agency where the delivery is being made shall not be used for such disposal. Any and all cost incurred as the result of the Supplier and/or his supplier caused spill/leakage clean up shall be the responsibility of the supplier and/or his agents and at no charge to the Agency where the delivery is being made including and not limited to Regulatory Agency fines. If the spill/leakage is NOT cleaned up or to the satisfaction to the Agency and/or Regulatory Agency, the Agency will hire a certified Hazardous Material Handling company to clean up the spill/leakage, and the cost for such service will be charged to the Supplier.

The NBACP and their member Agencies have a zero-tolerance policy for re-occurring safety violations from the Suppliers and his agents and will terminate the Supplier for cause.

18. QUALITY CONTROL

The Agencies reserve the right to subject samples of the supplied chemical to analysis to ensure that it meets these specifications. If the chemical fails to meet these specifications, the Agencies have the option of requiring the chemical supplier to remove and replace any and all rejected chemical(s) within two (2) business days of notification. No payment shall be made for any chemical shipment that is rejected. Any lot tested by an Agency that fails to comply with the specifications shall constitute grounds

for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for termination of the contract.

19. OVER SHIPMENTS

Material shipped in excess of quantity ordered may be returned at Bidder's expense.

20. ACCEPTANCE OF TERMS BY SHIPMENT

Shipment of any portion of the goods covered by this Bid shall be deemed an acceptance of the terms set forth herein.

21. 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 shall exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a potable water product. However, chemicals used to treat the byproducts from the water treatment process are subject to sales tax. It is the responsibility of each individual potable water agencies to provide the selected suppliers with these certificates. Chemicals purchased for use in wastewater treatment facilities are subject to sales tax. Any other mil tax, surcharge, or impost specific to a chemical shall be shown as a separate item on your "Specification Deviation Statement" at the bottom of the *Standard Agreement*.

22. INVOICING and PAYMENTS

Invoices submitted for payment must be originals (faxed copies will not be accepted) and shall be sent via U.S. mail, courier service or e-mailed attachments in order for the payments to be processed promptly, invoices must be correct and accurate. Error original invoices will be not hand correct by the Agency for payment. Habitual or re-occurring inaccurate billing will be cause for termination of contract.

Payments for all products will be made individually by the respective Agencies of the NBACP. The NBACP will not be held responsible for the financial arrangements made between each individual Agency and the successful bidder. Cash discounts for early remittance of payment should be so stated on the invoice and based upon "Net Payment in Thirty (30) Days". In all cases, cash discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

23. SUB-CONTRACTING

No portion of the bid award may be subcontracted to another chemical vendor without the prior written approval of the NBACP Agencies.

24. ASSIGNMENT

Bidder shall not assign this order or any moneys to become due hereunder without the prior written consent of each Agency. Any assignment, or attempt at assignment, made without such consent of each Agency shall be void.

25. CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit or creditors.

If the successful Bidder fails to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements, general requirements, or stipulations of the award, each Agency shall have the right to unilaterally terminate the contract by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the Agency for damage sustained by the Agency by virtue of breach of the award by the successful Bidder and the Agency may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the Agency from the successful Bidder is determined.

Aluminum Sulfate- Regular and Acidized (Alum)

1. **Chemical and Physical Properties:** All Alum furnished under the contract shall conform to AWWA specification B403-16 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

Appearance:	Clear liquid, light green or amber in color, with adequate clarity
Ionic character:	Cationic
Molecular weight:	594 for $\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$
Chemical formula:	$\text{Al}_2(\text{SO}_4)_3 \cdot 14 \text{H}_2\text{O}$

<u>Component</u>	<u>Acidized</u>	<u>Regular</u>
Concentration		~35% ~48%
Water-soluble aluminum: as Al_2O_3		~6.0% ~8.2%
Dry density lb/gal: (depending on acidity grade)		~3.60 ~5.34
Specific gravity:		~1.24 ~1.33
pH (depending on acidity grade)		~0.4 ~2.4
H_2SO_4 in water		0.5% - 20%
Water-soluble iron: (as Fe_2O_3) on a basis of 8.0% Al_2O_3		<0.35%
Water-insoluble matter:		<0.2%

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Alum and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery requirements:** Product will be delivered in full tankers (average 45,000 lb/load). No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance

6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:

- a. Date of manufacturing
- b. Location of manufacturing
- c. Lot number of batch
- d. Customer P.O. number
- e. Analysis date
- f. Total Al_2O_3 (% by wt)
- g. Total H_2O_3 (% by wt)
- h. Free Alumina (% by wt)
- i. % Fe_2O_3 (Total)
- j. Specific Gravity
- k. Water Insoluble (by wt)
- l. Appearance
- m. Date of Certificate of Analysis

7. **Measurement:** Alum shall be measured by the Dry Ton of Alum and calculated as follows:

$$\frac{(\text{Weight of Delivery}) \times (\text{Strength Factor})}{(\text{Price Basis}) \times (2000)} = \text{Dry Ton of Alum}$$

Price Basis: 48% solution concentration and an 8.16% Al_2O_3 . $8.16\%/48\% = 17\%$

8. **Payment:** The contract unit price of Alum per Dry Ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
<i>City of American Canyon</i> Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	6,000	Acidized 300
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	12,200 13,000	Acidized 490
<i>City of Fairfield</i> North Bay Regional WTP Waterman WTP	5110 Waterworks Lane 2900 Vista Grande	Fairfield 94533 Fairfield 94534	50,000 45,000	1,200 600
<i>City of Napa</i> Hennessey WTP Jameson Canyon WTP Milliken WTP	1000 Sage Canyon Rd. 270 Kirkland Ranch Rd 630 Chaparral Circle	St. Helena 94574 American Canyon 94503 Napa 94558	2@20,000 4@15,000 5,000	600 1,000 22
<i>City of St. Helena</i> Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,500	32
<i>City of Vacaville</i> Wastewater Treatment Plant	6040 Vaca Station rd	Elmira 95625	2@1,175	16
<i>City of Vallejo</i> Fleming Hill WTP Travis AFB WTP	202 Fleming Hill Road 383 Fairchild Drive	Vallejo 94590 Travis AFB 94535	32,000 6,500	950 250
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd	West Sacramento	13,000	75

TOTAL
Acidized 790 DT
Regular 4,745 DT

Sodium Hydroxide 50% & 25% Solution (Caustic Soda)

ATTACHMENT 1

1. **Chemical and Physical Properties:** All Caustic Soda furnished under the contract shall conform to AWWA specification B501-19 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
50% NaOH* Concentration	48.50%*	51.00%**	49.75%**
25% NaOH* Concentration	24.00%*	26.00%**	25.00%**
Na ₂ O* concentration	37.50%*	39.50%*	38.00%*
Na ₂ CO ₃		0.40%	0.28%
NaCl		2.20%	2.10%
Fe		0.0008%	0.00075%
Na ₂ SO ₄		0.05%	0.03%

Notes: * - % by dry weight and ** - % by liquid

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment. Pursuant to this requirement, dilution of 50% NaOH to 25% NaOH shall be accomplished with the addition of potable water, deionized potable, or softened potable water. Steam condensate from any source shall NOT be used for dilution without prior written permission from the NBACP agency.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Caustic Soda and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery requirements:** Product will be delivered in full tankers (average 45,000 lb/load). No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Customer P.O. of batch
 - e. Analysis date

- f. Assay (% solution)
- g. Specific Gravity @ 20°C
- h. Na₂O (wt %)
- i. Na₂CO₃ (wt %)
- j. NaCl (wt %)
- k. NaClO₃ (wt %)
- l. Na₂SO₄ (wt %)
- m. Fe (ppm)
- n. Appearance
- o. Date of Certificate of Analysis

7. **Measurement:** Caustic Soda shall be measured by the Dry Tons (TON) and calculated as follows:

$$\frac{(\text{Solution Weight}) \times (\text{Specific Gravity}) \times (8.34) \times (\text{Solution \%})}{(2,000)} = \text{Dry Ton of Caustic Soda}$$

8. **Payment:** The contract unit price of Caustic Soda per Dry Ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

50% Solutions

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
City of Benicia Water Treatment Plant	100 Water Way	Benicia 94510	10,150	145
City of Fairfield North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	32,000	435
Waterman WTP	2900 Vista Grande	Fairfield 94534	40,000	200
City of St. Helena Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,000	16
City of Vallejo Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	28,600	300
City of West Sacramento George Kristoff WTP	400 N. Harbor Blvd	West Sacramento 95605	2@5,000	40

TOTAL
1,136 DT

25% Solutions

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
<i>City of American Canyon</i> Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	11,000	130
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	10,150	75
Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	1,100	13
<i>City of Vallejo</i> Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	28,600	150
Travis AFB WTP	383 Fairchild Drive	Travis AFB 94535	4,500	80
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd	West Sacramento	2@5,000	60
<i>Vallejo Sanitation & Flood Control District</i>	450 Ryder Street	Vallejo 94590	1,170	10
<i>City of St. Helena</i> Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4,000	7

TOTAL
525 DT

Liquid Oxygen (LOX)

LOX shall be delivered to a vertical or horizontal storage tank supplied by OWNER. Deliveries shall be made on an as needed basis and shall in no way be required to be uniform or regular. The gas shall be suitable for ozone generation and instrument and process use. The LOX supplied shall comply with the specifications as stated in this document.

1. **Chemical and Physical Properties:** All LOX furnished under the contract shall conform to AWWA specification B304-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Dew point @ standard atmospheric pressure		- 80°F (-62.2°C)
Total Hydrocarbon Content (THC)		25 Parts Per Million (ppm)
Minimum Purity	99.5%	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of LOX and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Minimum Purity (Assay) $\geq 99.5\%$
 - f. Dew point @ standard atmospheric pressure (maximum -80°F or -62.2°C)
 - g. Total Hydrocarbon content (≤ 25 ppm)
 - h. Date of Certificate of Analysis

Affidavit of Compliance: For each delivery of LOX, the CONTRACTOR shall submit an affidavit of compliance with these specifications. The affidavit of compliance shall contain:

- a. Temperature (⁰F, ⁰C): The guaranteed dew point temperature (at standard atmospheric pressure) of each individual shipment. Temperatures shall be applied in degrees Fahrenheit and degrees Celsius.
- b. Parts per million (ppm): The THC of the individual shipment shall be stated in parts per million (ppm) and shall be in compliance with this specification.
- c. Gas grade and purity levels (%): The grade of the LOX delivered at each shipment shall be stated and shall comply with the grade required by this specification. The purity level of each individual shipment shall be specified as a weight percentage basis and shall comply with the purity levels required by this specification.

7. **Measurement:** LOX can be delivered (metered) in gallons (gal), but shall be invoiced in units of Hundred Cubic Feet (CCF) and shall be calculated as follows:

$$(\text{LOX Delivered, gal}) \times (1.151 \text{ CCF/gal}) = \text{CCF of LOX to be invoiced}$$

8. **Payment:** The contract unit price of LOX per CCF shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

Liquid Oxygen (LOX)

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast CCF
<i>City of Fairfield</i> North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	37,500	120,000
Waterman WTP	2900 Vista Grande	Fairfield 94534	13,000	85,000
<i>City of Napa</i> Jameson Canyon WTP	270 Kirkland Ranch Rd	American Canyon 94503	6,000	160,000
<i>City of Vallejo</i> Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	11,000	240,000

Total
605,000 Gallons

Carbon Dioxide (CO₂)

General – Carbon Dioxide shall be delivered to a vertical or horizontal storage tank supplied by Agency. Deliveries shall be made on an as needed basis, and shall in no way be required to be uniform or regular. The gas shall be suitable for potable water treatment and process use. The CO₂ supplied shall comply with the specifications as stated in this document.

1. Chemical and Physical Properties: All liquid CO₂ furnished under the contract shall conform to AWWA specification B510-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Dew point @ standard atmospheric pressure		-67°F (-55°C)
Total Hydrocarbon Content (THC)		50 Parts Per Million (ppm)
Total Sulfur (TSULF)		0.5 Parts Per Million (ppm)
Water (H ₂ O)		20 Parts Per Million (ppm)
Minimum Purity	99.5%	

2. Documentation - The successful Bidder shall provide the documentation as specified and required under Title 22, California Code of Regulations, Division 4 Environmental Health, Chapter 16: California Waterworks Standards, Article 7 Additives, Section 64590 Direct Additives to each member of the Agency Chemical Pool, prior to the start of the contract, for each chemical supplied.
3. Disclaimer: The chemical shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. Training - The successful bidder will provide up to six (6) hours of safety training per year for each member agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of CO₂ and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. Delivery requirements – The successful bidder shall contact fax, email or telephone the receiving agency with the following information, prior to delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance

No deliveries will be accepted by an agency unless the load is accompanied by an Affidavit of Compliance for the specific batch or lot.

6. Affidavit of Compliance - For each delivery of CO₂, Bidder shall submit an affidavit of compliance with these specifications. The affidavit of compliance shall contain:

- a. Temperature (⁰F, ⁰C): The guaranteed dew point temperature (at standard atmospheric pressure) of each individual shipment. Temperatures shall be applied in degrees Fahrenheit and degrees Celsius.
- b. Parts per million (ppm): The THC, TSULF, and H₂O of the individual shipment shall be stated in parts per million (ppm), and shall be in compliance with this specification.
- c. Gas grade and purity levels (%): The grade of the CO₂ delivered at each shipment shall be stated, and shall comply with the grade required by this specification. The purity level of each individual shipment shall be specified as a weight percentage basis, and shall comply with the purity levels required by this specification.

The person(s) authorized to certify the affidavit of compliance for the Bidder shall be stated on the request for bid.

7. Laboratory Analysis – A laboratory report (Certificate of Analysis) shall be submitted for each CO₂ delivery. Charges for the certified laboratory report shall be included in the bid price. This analysis shall include the following information:

- a. Date of fill
- b. Location of manufacturing
- c. Lot number
- d. Analysis date
- e. Minimum Purity (Assay) ≥99.5%
- f. Total Hydrocarbon content (≤50 ppm)
- g. Total Sulfur content (≤0.5 ppm)
- h. Total Water content (≤20 ppm)
- i. Date of Certificate of Analysis

8. Measurement – Carbon Dioxide must be delivered and invoiced in units of pounds.

9. Payment – The contract unit price of Carbon dioxide per pound shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

10. Location and Quantity of Delivery

NBACP Member Utility	Address	City/Zip	Tank Size (Ton)	Forecast (pounds)
<i>City of Fairfield</i> Waterman WTP	2900 Vista Grande	Fairfield 94534	14	250,000

TOTAL
250,000 LBS.

Liquid Chlorine (Cl₂ Gas)

1. **Chemical and Physical Properties:** All Cl₂ gas furnished under the contract shall conform to AWWA specification B301-18 and ANSI/NSF Standard 60 and be practically chemically pure and shall be completely anhydrous conforming to the following by volume:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
Chlorine		99.5%
H ₂ O		0.07%
Residual		0.033%

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment. Cl₂ gas shall be delivered in steel cylinders (containers), free of defects and painted in light safety color, complying with the requirements of the Interstate Commerce Commission and of the State of California, Department of Industrial Relations, Division of Industrial Safety. All appurtenances attached to Cl₂ gas cylinders shall be leak free.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Cl₂ gas and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- Date of Delivery
 - Trucking Company name
 - Truck's license plate number
 - Trailer's license number, top seal number and base seal number
 - Driver's name
 - Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
- Date of manufacturing
 - Location of manufacturing
 - Lot number of batch
 - Analysis date
7. **Measurement:** Cl₂ must be delivered and invoiced in units of pounds.
8. **Payment:** The contract unit price of Cl₂ gas per TON shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

ATTACHMENT 1

- a. The measurement for Cl₂ gas shall be for each 1 (one) ton container containing Cl₂ gas.
- b. Bid Unit Price for each 1-ton cylinder of Cl₂ gas shall include but not limited to fuel surcharge, sales tax (if applicable) and California Pesticide Assessment fee.
- c. Full Load delivery means 4 cylinders or more and Short Load delivery means 1 to 3 cylinders
- d. Cylinder Deposit or Demurrage: There shall be no deposit, demurrage or rental charges on one-ton chlorine cylinders delivered under this bid. While it is anticipated that cylinders normally will be returned within thirty (30) days, there shall be no deposit or demurrage charge, regardless of time elapsed between delivery and return, during the life of any contract entered into pursuant to these specifications. Chlorine cylinders will be returned within 90 days after the end of contract. Bidder shall indicate the replacement cost of a lost or damaged chlorine cylinder in the Standard Agreement's specific deviation.

9. Location and Quantity of Delivery:

*One-ton Cylinders with 1 to 3 cylinders per delivery

NBACP Member Utility	Address	City/Zip	Typical Delivery (ton)	Forecast Usage (ton)
<i>City of Benicia</i> Water Treatment Plant	100 Water Way	Benicia 94510	2 ton	18

TOTAL
18 Tons

Sodium Hypochlorite – 12.5%

1. **Chemical and Physical Properties:** All Sodium Hypochlorite furnished under the contract shall conform to AWWA specification B300-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Specific gravity at 20°C	1.19	1.25	
Available Chlorine	11.9%	14.9%	
Sodium Hypochlorite, (% by wt)	12.5%	15.6%	
Free Alkali (as NaOH)	0.10%	1.0%	
Insoluble		0.15%	
Age of product at Delivery		3 Days	
<u>Contaminant Concentration Limit</u>			
Iron			<2.0 mg/L
Nickel			<0.1 mg/L
Copper			<0.2 mg/L
Cobalt			<0.1mg/L
Mercury			<0.05 mg/L
Chlorate			<2,500 mg/L

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment. Sodium hypochlorite filtration limitation specifications for potable water require 1000 mL of the sodium hypochlorite product supplied under this contract shall 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.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Hypochlorite and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- Date of Delivery
 - Trucking Company name
 - Truck's license plate number
 - Trailer's license number, top seal number and base seal number
 - Driver's name
 - Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
- Date of manufacturing

- b. Location of manufacturing
- c. Lot number of batch
- d. Analysis date
- e. Excess NaOH – Percent by weight and pounds per gallon
- f. Excess Na₂CO₃ – Percent by weight and pounds per gallon
- g. Date of Certificate of Analysis

7. **Measurement:** Sodium Hypochlorite shall be measured by the gallon and calculated as follows:

$$\frac{\text{Delivered Net Weight (lb)}}{\text{Specific Gravity}} = \text{gal of Sodium Hypochlorite}$$

8. **Payment:** The contract unit price of Sodium Hypochlorite per gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

Continued on next page

9. Location and Quantity of Delivery:

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Usage (gal)
<i>City of American Canyon</i> Water Treatment Plant	250 Kirkland Ranch Rd	Napa 94558	2@2,600	35,000
Wastewater Treatment Plant	151 Mezzetta Court	American Canyon 94503	1@3,000 & 1 @960	30,000
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	16,600	100,000
<i>City of Calistoga</i> Water Treatment Plant	3522 Evey Road	Calistoga 94515	2,000	4,000
Wastewater Treatment Plant	1100 Dunaweal lane	Calistoga 94515	8,000	60,000
<i>City of Davis</i> Wastewater Treatment Plant	45400 County Rd.	Davis 95616	6,000	180,000
<i>City of Fairfield</i> North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	35,000	240,000
Waterman WTP	2900 Vista Grande	Fairfield 94534	20,000	60,000
<i>City of West Sacramento</i> George Kristoff WTP	400 N. Harbor Blvd.	West Sacramento 95605	2@8,000	125,000
<i>City of Vacaville</i>	6040 Vaca Station rd.	Vacaville, Ca. 95625	4@12,300 2@4,759	400,000
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	39,000(6)	190,000
<i>City of St. Helena</i> WWTP				10,000/7 Drums
Louis Stralla WTP	410 Crystal Springs Rd	St. Helena 94574	4000	7,500/36 Drums
<i>City of Vallejo</i> Travis AFB WTP	383 Fairchild Drive	Travis SFB 94535	5,000	28,000
Fleming Hill WTP	202 Fleming Hill Rd	Vallejo 94589	2@15,000	12,000
Green valley WTP	4675 Green Valley Rd.	Suisun 94585	1,700	
Swanzy Reservoir	1 Swanzy Dam Rd.	Vallejo 94589	1,000	
<i>Vallejo Sanitation & Flood Control District</i>	450 Ryder Street	Vallejo 94590	2@10,500	200,000
<i>City of Napa</i> Hennessey WTP	1000 Sage Canyon Rd.	St. Helena 94574	13,500	108,000
Jameson Canyon WTP	270 Kirkland Ranch Rd.	American Canyon 94503	3@8,450	132,000
Milliken WTP	630 Chaparral Circle	Napa 94558	3,100	7,600

TOTAL

2,019,600 Gallons

44 55 Gallon Drums

Ferric Chloride (Ferric)

ATTACHMENT 1

1. **Chemical and Physical Properties:** All Ferric furnished under the contract shall conform to AWWA specification B407-18 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Ferric Chloride	39.0%	46.0%	43.0%
Ferrous Chloride	0.0%	2.5%	0.4%
Free HCl	0.1%	1.0%	0.3%
Specific gravity @ 20°C	1.3	1.5	1.45
% Insolubles	0.0%	0.5%	0.02%

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Ferric and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
 - a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
 - a. Date of manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Specific Gravity
 - f. Ferric Chloride (%)
 - g. Ferrous Chloride (%)
 - h. Free HCl (%)
 - i. Insoluble (%)
 - j. Date of Certificate of Analysis
7. **Measurement:** Ferric must be delivered and invoiced in units of dry tons.

8. **Payment:** The contract unit price of Ferric per dry ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
<i>City of Benicia</i> Wastewater Treatment Plant	614 East 5 th Street	Benicia 94510	6,500	40
<i>City of Petaluma</i> Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	6,500	120
City of Vacaville	6040 Vaca Station rd.	Vacaville, Ca 95625	3,500	60

TOTAL
220 DT

Sodium Bisulfite 25% & 40% Solution

1. **Chemical and Physical Properties:** All Sodium Bisulfite furnished under the contract shall conform to AWWA specification B601-17 (Sodium Metabisulfite) and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
25% Sodium Bisulfite			
Total Reducing Substances, as NaHSO ₃	23.6%	27.7%	25.0
Sodium Bisulfite, actual, as NaHSO ₃	23.6%	27.7%	25.0%
Sodium Sulfite, actual as Na ₂ SO ₃		2.5%	
Sodium Sulfate, as Na ₂ SO ₄		3.8%	
Iron as Fe		5.0 mg/L	
Sulfur Dioxide Equivalent, as SO ₂		16.6%	
40% Sodium Bisulfite			
Total Reducing Substances, as NaHSO ₃	38%	42%	40.0
Sodium Bisulfite, actual, as NaHSO ₃	38%	42%	40%
Sodium Sulfite, actual as Na ₂ SO ₃		2.4%	
Sodium Sulfate, as Na ₂ SO ₄		0.7%	
Iron as Fe		3.0 mg/L	
Sulfur Dioxide Equivalent, as SO ₂		23.1%	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Sodium Bisulfite and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- Date of Delivery
 - Trucking Company name
 - Truck's license plate number
 - Trailer's license number, top seal number and base seal number
 - Driver's name
 - Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
- Date of Manufacturing
 - Location of manufacturing
 - Lot number of batch
 - Analysis date

- e. Specific Gravity @ 20°C
- f. Assay (% by wt)
- g. Date of Certificate of Analysis

7. **Measurement:** Sodium Bisulfite shall be measured by the gallons and calculated as follows:

$$\frac{25\%}{10.010} \times \text{Delivered Net Weight (lb)} = \text{gal of Sodium Bisulfite}$$

$$\frac{40\%}{11.259} \times \text{Delivered Net Weight (lb)} = \text{gal of Sodium Bisulfite}$$

8. **Payment:** The contract unit price of Sodium Bisulfite per gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

25% Solution

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Usage (gal)
City of Benicia Wastewater Treatment Plant	614 East 5th Street	Benicia 94510	6,500	90,000
City of Calistoga Wastewater Treatment Plant	1100 Dunaweal Lane	Calistoga 94515	9,000	24,000
City of Davis Wastewater Treatment Plant	45400 County Rd.	Davis 95616	6,000	70,000
City of Petaluma Ellis Creek WRF	3890 Cypress Dr	Petaluma 94954	2@13,000	40,000
Town of Yountville Wastewater Treatment Plant	7501 Solano Avenue,	Yountville 94599	450	4,250
City of Vacaville Wastewater Treatment plant	6040 Vaca Station rd	Elmira Ca. 95625	2@10,500	220,000
Vallejo Sanitation & Flood Control District	450 Ryder Street	Vallejo 94590	2@3,700	110,000

Total

558,250 Gallons

40% Solution

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Usage (gal)
City of Davis Wastewater Treatment Plant	45400 County Rd.	Davis 95616	6,000	26,000

Total

26,000 Gallons

FLUOROSILICIC ACID (FSA or Fluoride)

1. **Chemical and Physical Properties:** All Fluoride furnished under the contract shall conform to AWWA specification B703-19 and ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

Appearance:	Clear liquid, with pungent odor
Color (APHA):	<100 color units if straw yellow
Suspended matter:	Free of visible suspended matter
Molecular weight:	144
Chemical formula:	H ₂ SiF ₆

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Typical</u>
Product concentration (FSA by weight)	23%	25%	24%
Hydrofluoric acid free acids (other than H ₂ SiF ₆) expressed as HF acid		< 1%	
Lead concentration:		<0.5 ppm	
Specific gravity:	1.20	1.30	
pH (depending on acidity grade):	0.4	2.4	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Fluoride and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- Date of Delivery
 - Trucking Company name
 - Truck's license plate number
 - Trailer's license number, top seal number and base seal number
 - Driver's name
 - Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:

- a. Date of Manufacturing
- b. Location of manufacturing
- c. Lot number of batch
- d. Analysis date
- e. Specific Gravity
- f. Total H₂SiF₆ (% by wt)
- g. Total HF (% by wt)
- h. Lead (ppm)
- i. Visible Suspended matter
- j. Date of Certificate of Analysis

7. **Measurement:** Fluoride shall be measured by Dry Ton (TONS) and calculated as follows:

$$(\text{Delivered Fluoride, Tons}) \times (\% \text{H}_2\text{SiF}_6) = \text{TONS of Fluoride}$$

8. **Payment:** The contract unit price of Fluoride per dry ton shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.

9. **Location and Quantity of Delivery:**

* Typically delivered in 1,000 gal loads

NBACP Member Utility	Address	City/Zip	Tank Size (gal)	Forecast Dry Tons
City of Benicia Water Treatment Plant	100 Water Way	Benicia 94510	6,500	24
City of Fairfield North Bay Regional WTP	5110 Waterworks Lane	Fairfield 94533	6,800	20
Waterman WTP	2900 Vista Grande	Fairfield 94534	8,000	10
City of Vallejo Fleming Hill WTP	202 Fleming Hill Road	Vallejo 94590	7,600	20
Travis AFB WTP	383 Fairchild Drive	Travis AFB 94535	4,500	5
City of West Sacramento George Kristoff WTP	400 N. Harbor Blvd	West Sacramento	2@3,200	18

Total
97 DT

Ortho-Polyphosphate

1. **Chemical and Physical Properties:** All Ortho-polyphosphate furnished under the contract shall conform to ANSI/NSF Standard 60 and be practically chemically pure, free of sediment and other deleterious, particulate matter:

<u>Component</u>	<u>Minimum</u>	<u>Maximum</u>
pH	4.0	6.0
Specific Gravity	1.35	1.42
% P ₀₄ , ortho	17.0	19.0
% P ₀₄ , total	35.0	38.0
Color	Clear to Light Amber	
Odor	None to Slight	
Appearance	Clear to Slight Haze	

2. **Documentation:** The successful chemical supplier shall provide the documentation as specified and required under "Title 22 Code of Regulations, Division 4. Environmental Health, Chapter 16. California Waterworks Standards, Article 7. Additives, Section 64590. Direct Additives" to each member of the NBACP, prior to the start of the contract, for each chemical supplied.
3. **Disclaimer:** The chemicals shall contain nothing that will adversely affect the Agency's public water supply or be injurious to the chemical's feeding equipment.
4. **Training:** The successful bidder will provide up to six (6) hours of safety training per year for each member Agency which requests it. Training will be three (3) sessions of two (2) hours each to accommodate shift rotations. Training will consist of safe handling of Ortho-Polyphosphate and emergency response. The successful bidder may opt to provide Multi-media training material (PowerPoint, DVD, safety presentation handouts) in-lieu of on-site training.
5. **Delivery Requirements:** No deliveries will be accepted by an Agency unless the load is accompanied by a Certificate of Analysis (COA) for the specific batch or lot. The successful bidder shall email the following information to the receiving Agency, prior to each delivery:
- a. Date of Delivery
 - b. Trucking Company name
 - c. Truck's license plate number
 - d. Trailer's license number, top seal number and base seal number
 - e. Driver's name
 - f. Driver's License number and state of issuance
6. **Laboratory Analysis:** A COA shall be submitted for each delivery with charges for the COA included in the bid price. This analysis shall include the following information:
- a. Date of Manufacturing
 - b. Location of manufacturing
 - c. Lot number of batch
 - d. Analysis date
 - e. Specific Gravity @ 20°C

7. **Measurement:** Ortho-Polyphosphate shall be measured by the pounds (lbs) or the gallon (gal) and the chemical supplier shall submit the equation used to convert delivered Ortho-Polyphosphate accordingly.
8. **Payment:** The contract unit price of Ortho-Polyphosphate per pounds or gallon shall include all labor, tool, materials and full compensation to provide the contract item complete in place including, but not limited to the elements listed in the proposal description for the contract item.
9. **Location and Quantity of Delivery:**

NBACP Member Utility	Address	City/Zip	Tank Size (gals)	Forecast (gal)
City of Napa				
Hennessey WTP	1000 Sage Canyon Road	St Helena 94574	3,500	10,000
Jamieson Canyon WTP	270 Kirkland Ranch Road	American Canyon 94503	5,000	10,000
Milliken WTP	630 Chaparral Circle	Napa 94558	300	1,000

TOTAL
21,000 Gallons

NORTH BAY AGENCY CHEMICAL POOL

INSURANCE and INDEMNITY CERTIFICATION AGREEMENT 2024

This year, NBACP will not be using insurance for disqualifying any bidder during the bid process. You are now required to acknowledge and accept the below insurance and indemnity terms by certifying your company will comply with all the requirements. It is highly recommended that you provide this to your insurance producer to ensure your company's insurance program can meet the below requirements before certifying compliance. If you are the successful bidder, you will have 15 business days to provide NBACP with all the necessary insurance certificates and endorsements. If they are not received and approved by the 15th day after you have been notified of your successful bid, NBACP will award to the next bidder.

INSURANCE

The successful Bidder shall not commence work under the Agreement until Bidder has obtained all the insurance(s) required under this paragraph and such insurance(s) shall have been approved by the individual Agency as to form and carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Bidder shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bidder, the Bidder's agents, representatives, employees or subcontractors.

Minimum Scope of Insurance:

1. Insurance shall be at least as broad as:
 - a. Personal injury
 - b. Contractual liability
 - c. Contractor's broad form pollution liability
 - d. Product liability
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance

Bidder shall maintain limits no less than:

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If Bidder is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Comprehensive General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, property damage and products and completed operations; product liability, contractor's pollution liability. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this product or the minimum required aggregate limit or be twice the required occurrence limit. Policy shall be endorsed to name the Agency as an additional insured per the conditions detailed below. ISO Form CG 20 10 (1/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.
Comprehensive Automobile Liability Insurance	\$5,000,000 per accident for bodily injury and property damage, to include automobile pollution liability. If the Bidder is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials/waste/substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by the Bidder.
Umbrella/Excess Liability Coverage	If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.
Broad Form Contractors Pollution Liability Insurance	Same limits as Commercial General Liability. Time Element Sudden and Accidental coverage <u>will not</u> be accepted.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by each Agency. At the option of each Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Bidder is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

Other Insurance Provisions

The required general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The Agency, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, occupied or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Agencies, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Bidder's insurance coverage shall be primary insurance as respects the Agencies, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agencies, its officers, officials, employees, agents or volunteers shall be in excess of the Bidder's insurance and shall not contribute with it and in no way relieve the Bidder from its responsibility to provide insurance.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agencies, its officers, officials, employees, agents or volunteers.
4. The Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agencies individually.
6. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the Agency. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agency Agreement or (2) the full coverage and maximum limits of any insurance proceeds available to the Bidder, whichever is greater.
7. If an umbrella or excess insurance policy is used to satisfy the required limits of insurance, it shall be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Agency before the Agency's own insurance shall be called upon to protect it as a named insured.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Bidder shall furnish the Agencies with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Agency. All endorsements are to be received and approved by each individual Agency before work commences. As an alternative to Agency forms, the Bidder's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Agencies.

INDEMNIFICATION

To the maximum extent permitted by law, the successful Bidder shall, at its own expense, indemnify, defend with counsel acceptable to each North Bay Agency Chemical Pool participating Agency listed on the Standard Agreement for chemical requirements, (which acceptance will not be unreasonably withheld), and hold harmless each such participating Agency and its officers, officials, employees, agents and volunteers ("Indemnities") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the furnishing of chemicals by the successful Bidder pursuant to the Standard

Agreement or the successful Bidder's failure to comply with any of the terms of the Standard Agreement, regardless of any fault or alleged fault of the Indemnitees.

The successful Bidder's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the successful Bidder's inability to evaluate Liability, or because the successful Bidder evaluates Liability and determines that the successful Bidder is not or may not be liable. The successful Bidder must respond within 30 calendar days to any tender for defense and indemnity by any participating Agency, unless the time for responding has been extended by an authorized representative of the participating Agency in writing. If the successful Bidder fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the successful Bidder under the Standard Agreement as shall reasonably be considered necessary by the participating Agency may be retained by the participating Agency until disposition has been made of the matter subject to tender, or until the successful Bidder accepts the tender, whichever occurs first.

The successful Bidder waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the successful Bidder arising out of or in connection with the furnishing of chemicals by the successful Bidder pursuant to the Standard Agreement or the successful Bidder's failure to comply with any of the terms of the Standard Agreement.

CERTIFICATION

By signing the below, your company acknowledges and accepts the insurance and indemnity terms set forth above. You also certify that you have communicated with your insurance producer to ensure your company can meet the above criteria. If you are the successful bidder and you fail to supply NBACP with the required insurance certificates and endorsements within 15 days, the bid will be awarded to the next qualifying bidder.

Date of Certification_____

Company Name_____

Print Name of Authorized Agent_____

Signature of Authorized Agent_____

ATTACHMENT 1

NBACP 2024/2025 INVITATION TO BID RESPONSIVE BIDDER CHECK LIST

- ☐ Completed and signed "Standard Agreement"
- ☐ Completed "NORTHBAY AREA AGENCY CHEMICAL POOL for FISCAL YEAR 2023-2024 BID FORM"
- ☐ Completed and signed "Insurance and Indemnity Certification Agreement"
- ☐ Manufacturer's Safety Data Sheets (SDS)