



Sweetwater Authority

Notice

Request for Quote No.: S2017-55

For: Water Treatment Chemicals

Bid Release Date:

Monday, March 20, 2017

Question Deadline:

Friday, March 31, 2017, by 11:30 A.M.

Bids Due:

Tuesday, April 18, 2017 at 2:30 P.M.

In the Purchasing Division
Sweetwater Authority
744 F Street
Chula Vista, CA 91910

Buyer: Gwen Balcom C.P.M.

Phone (619) 409-6872

Email: gbalcom@sweetwater.org

SWEETWATER AUTHORITY

Sweetwater Authority (Authority) is a publicly owned water agency that provides water service to customers in National City, Bonita and the western and central portions of Chula Vista, California. All provisions of law applicable to public contracts will be made part of the final contract to the same extent as though set forth herein, and will be complied with by the successful bidder

THE DESIRED SERVICE

The Authority is soliciting bids to establish requirement contracts for water treatment chemical. Chemicals must be in compliance with the most current AWWA standard for each particular chemical listed. A certified weight master's certificate shall be included at the time of delivery. The Authority requires that NSF-60 or UL be stamped directly on the delivery paperwork. The Authority will be accepting quotes for a 12 month contract.

SCOPE OF WORK

It is estimated that the following chemicals will be required in the operation of the Perdue Water Treatment Plant (PWTP), Reynolds Desalination Facility (RDF), and the National City Wells (NCW). It should be noted that the weights are based on "Solution" weight not actual active ingredients; except where a dry ton unit of measure is indicated. The estimates are provided for the sole purpose of comparing offers.

Quantities listed may be increased or decreased to meet the requirements of the Authority during the period of performance. A minimum quantity is not guaranteed.

BID ITEM	PRODUCT	PWTP	RDF	NCW	U/M
1	Cationic Polymer (20% DADMAC)	115,000			LB
2	Ammonium Sulfate			20,000	LB
3	Chlorine (1 Ton Cylinders)	50			Ton
4	Ferric Chloride 43% (Typical)	30			DT
5	Sodium Hypochlorite 12.5%		930,000	260,000	LB
6	Aqua Ammonia 19.0%	120,000	136,000		LB
7	Sodium Hydroxide 50 %	75	50		DT
8	Ferrous Chloride (28-32%)	25			DT
9	Activated Carbon Powder	2,000			LB
10	Aluminum Sulfate 45-55%		9,000		LB
11	Sodium Chlorite 31%	230,000			LB
12	Fluorosilicic Acid (23-25%)	70,000	140,000		LB
13	Sodium Fluoride (90-98%)			47,000	LB

Other Requirements

Chemical suppliers shall conform to current AWWA standards, for the chemicals listed, except as modified herein.

NSF Certification

The Authority requires all chemicals listed to carry NSF60 Certification, and requires that NSF or UL be stamped directly on the delivery paperwork. Chemicals proposed for sale shall be listed in the most recent UL or NSF directory at the time of bid awarding otherwise this will constitute ground for bid rejection.

Emergency Spill Plan

Suppliers shall furnish their Emergency Spill Plans for dealing with accidents or spills while on the Authority's property during off loading activities, with their bid submittal. This plan should include, at a minimum, the annual training the driver receives to deal with material spills, emergency equipment the delivery truck has on board, the type and frequency of equipment inspections, emergency contact telephone numbers and names of personnel that the Authority can contact in case of problems. It should be noted that the Authority or its appointed representative shall reserve the right to visit bidder and view their safety and accident program after reasonable notice has been given.

Spillage

All discharge connections and hose end connections on the delivery truck shall be plugged, capped, blind-flanged, or contained to prevent any spillage of chemical.

The contractor and the cargo trailer operator shall be responsible for cleanup of all spillage, contaminated matter, and the removal of all contaminated cleanup matter

The contractor will be notified immediately of any spillage which is not cleaned up by the cargo trailer operator

Any spillage not cleaned up within 4 hours of notification will be cleaned up by The Authority Staff at a minimum charge of \$150 per hour. This fee, along with any environmental disposal fees, shall be billed to the contractor.

Safety

All goods and service furnished shall meet or exceed the standards established by California Occupational Safety and any other applicable, Federal, State, and local laws, regulations, and ordinances.

The truck driver shall wear the appropriate protective face and body apparel, as required by California Occupational Safety and Health Act, when unloading chemicals.

Packaging

Packaging must be of sufficient quality and strength to adequately protect the goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the goods.

Powdered Activated Carbon should be pre packaged in individual packages not to exceed 50 pounds. Packages shall be delivered on shrink wrap pallets in good condition. Total weight limit per pallet is 2,000 pounds. The delivery truck should have a lift and pallet jack.

Aluminum Sulfate 45-55% solution with a SG of about 1.33 and is to be packaged in 250 gallon totes. Due to the location of delivery a forklift is not available to off load. Delivery trucks should be equipped with a lift and pallet jack that can handle the weight of the tote.

Sodium Fluoride (90-98%) should be prepackaged in individual packages not to exceed 50 pounds. Packages shall be delivered on shrink wrap pallets in good condition. Total weight limit per pallet is 2,000 pounds. The delivery truck should have a lift and pallet jack, as a forklift is not available at this location.

Normal Delivery Quantities

The following information is provided to help with pricing. These are the normal quantities in which deliveries will be requested; however quantities may increase or decrease to meet the requirements of the Authority. Material will be ordered as needed for each location and cannot be combined in the same shipment. Quoted cost based on a minimum quantity per delivery or per contact will not be allowed and may deem the proposal as non-responsive.

BID ITEM #	PRODUCT	PWTP	RDF	NCW
1	Cationic Polymer (20% DADMAC)	3,500 Gallons		
2	Ammonium Sulfate			2,000 Pounds.
3	Chlorine (1 Ton Cylinder)	16,000 Pounds		
4	Ferric Chloride 43% (Typical)	3,850 Gallons		
5	Sodium Hypochlorite 12.5%		3,000 Gallons	2,000 Gallons
6	Aqua Ammonia 19.0%	4,000 Gallons	2,000 Gallons	
7	Sodium Hydroxide 50%	4,000 Gallons	4,000 Gallons	
8	Ferrous Chloride	2,800 Gallons		
9	Activated Carbon Powder	2,000 Pounds		
10	Aluminum Sulfate		225 Gallons	
11	Sodium Chlorite 31%	4,000 Gallons		
12	Fluorosilicic Acid (23-25%)	4,000 Gallons	4,000 Gallons	
13	Sodium Fluoride (90-98%)			2,000 Pounds

Delivery Requirements

Deliveries will be independent of each other,

Delivery is to be made within 3 to 5 days following a confirmed request for each delivery.

Hours of delivery for PWTP are Monday through Friday 7:00 A.M. to 1:00 P.M.

Hours of Delivery for RDF and NCW are Monday through Friday, 8:00 A.M. to 1:00 P.M. Deliveries to these facilities must be preceded by a phone call to PWTP Operators (619) 409-6800, one hour prior to arrival. These facilities are unmanned and require an operator to take delivery.

Delivery vehicles must be equipped to allow (if requested) the driver to safely provide samples of material, before off loading. If samples cannot be pulled safely during delivery, upon approval samples may be mailed in a DPT Tamperproof packaging at the time the order is placed. The Authority does not have a sample port for collecting samples.

Delivery is to be made to:

PWTP

Sweetwater Authority
Perdue Water Treatment Plant
100 Lakeview Avenue
Spring Valley, CA 91977

RDF

Sweetwater Authority
Reynolds Desalination Facility
3066 North 2nd Avenue
Chula Vista, CA 91910

NCW

Sweetwater Authority
National City Wells
Palm Ave & Hwy. 805
National City, CA 91950

A certified weight master's certificate shall be included at the time of delivery, containing the weight of the material being off loaded. If a split transport load is handled a second weight masters certificate shall be required within 1 hour of the original shipment.

Suppliers shall supply a Certificate of Analysis (COA) of product with each delivery. **At a minimum the COA should contain the following information; % strength, specific gravity, chemical weight, and indicate that the chemical is NSF 60 or UL approved.**

Delivery

Due to security measures, suppliers are required to fax (619) 479-6271 or email a photocopy of the driver ID and trailer ID with a description of the shipment no later than 24 hours before delivery.

Contact

Pete Baranov
Justin Brazil

e-mail

pbaranov@sweetwater.org
jbrazil@sweetwater.org

Inspection

Delivery does not constitute acceptance. The Authority reserves the right to inspect any equipment or goods or services provided for conformance to the specifications contained herein. Material discovered to be in non-compliance shall be returned and immediately replaced with conforming materials at seller's sole expense. The Authority will seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming materials.

Qualifications

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributors must regularly maintain a substantial stock of the chemical bid upon and must be actively engaged in the sale of the chemical. A representative of the Authority may examine such stock and facilities at any time either before award is made or during the life of the contract.

The Authority reserves the right to pre-qualify new suppliers as to the effectiveness of product at specified dosages and price.

INSTRUCTIONS TO PROPOSER

Questions

All questions concerning the bid specification or scope of work must be submitted in writing either by mail, facsimile, or e-mail, and received by **11:30 A.M.** on **Friday, March 31, 2017** below:

Gwen Balcom C.P.M.

744 F Street

Chula Vista, CA, 91910

Fax # (619) 409-6872

Email: gbalcom@sweetwater.org

All questions will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidders who are on record as having received this RFQ via an addendum. Questions and requests received after the date and time will be received at the discretion of the Authority and may not be considered.

Bid Addendums

Do not rely on any oral or telephonic changes or modifications. All changes and modifications will be confirmed in writing by an authorized the Authority representative. All bid addendums shall be expressly acknowledged and included with your bid response. Bidders should check the Authority's web site www.sweetwater.org. (About Us, Bid Opportunities) to obtain copies of addendums and forms

Bid Opening

At the date and time set for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives may be present at the opening of bids. Bids must be received by **2:30 P.M. on Tuesday, April 18, 2017** at which time the bids will be opened and read aloud at The Authority Operations Center. Late bids will not be considered and will be returned to the bidder unopened.

Responses must be mailed or delivered to: Sweetwater Authority
744 F Street
Chula Vista, CA 91910
Attn: **Purchasing/Bid # S2017-55**

Proposal Forms

Proposal must be submitted on preprinted forms supplied by the Authority. One original and one copy must be submitted on or before the Submittal Deadline. Please submit one (1) original proposal marked "MASTER" and one (1) proposal marked "COPY". If discrepancies are found between the master and the copy, the original marked Master will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the Authority reserves the right to use the original as the Master. If no document can be identified as an original bearing the original signatures, the proposal may be rejected at the discretion of the Authority.

Proposals shall be on 8-1/2" x 11" paper and bound with a staple or clip in the upper left hand corner of the document. In an effort to improve sustainability, please refrain from using plastic materials in your proposals. (i.e., spiral binding, 3-ring binders, or sheet protectors)

Please note: The original RFQ or a copy of the RFQ does not need to be returned with the proposal, unless exceptions or comments are noted within the document.

Proposals submitted in response to this RFQ shall include:

➤ Bidder Response Section:

Complete and return the Bidder Response Section. The Bidder Response Section must be signed by the officer or officers legally authorized to bind the company, partnership, or corporation. All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.

➤ **Evidence of Insurance:**

If not already on file with the Authority, include proof of insurance for all insurance coverage required by the Agreement. Original certificates naming the Authority as additionally insured will be required upon award of contract.

➤ **Emergency Spill Plan:**

Bidder shall provide a copy of their Emergency Spill Plans for dealing with accidents or spills while on the Authority's property during off-loading activities.

➤ **Statement of Bidder's Qualifications:**

Provide references for three (3) current customers on the attached "Statement of Bidder's Qualifications" form include the name of company, contact information, and chemicals supplied.

➤ **New Supplier Information:**

New suppliers shall complete and return a W-9 and Sweetwater Authority Vendor Profile form.

Withdrawal of Proposal

A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the bidder's request for withdrawal is received at the Purchasing Department in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or by his duly authorized representative.

Bid Validity

Proposals/bids are valid for ninety (90) days from opening.

Pricing

Prices are firm fixed for the period of the Purchase Order. Prices offered shall be inclusive of all applicable taxes (excluding sales tax), fees, surcharges, and delivery charges. Transportation and fuel surcharges shall not be charged during the term of the contract.

The Authority is tax exempt for the following chemicals:

Activated Carbon Powder, Aluminum Sulfate 45-55%, Ammonium Sulfate, Aqua Ammonia, Chlorine, Ferric Chloride 43%, Ferrous Chloride, Sodium Chlorite 31%, Sodium hypochlorite 12.5%

All Prices quoted must be FOB: Delivery location

Bid price for chemicals shall be given both in dry and solution weights where appropriate. If unit price and total amount provided by the bidder for any item are not in agreement, the unit price alone shall be considered and the totals shall be corrected to conform thereto.

Evidence of Responsibility

Upon request by the Authority, a bidder shall submit promptly to the Authority's satisfaction, evidence showing the bidder's financial resources, experience, qualifications, available organizational resources, and any other information or qualifications that may be required to determine the bidder's responsibility, ability, and capability to perform under any resulting contract.

Bid Results

Bid results **will not** be given out over the phone or by email. To obtain bid results, please provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the

bid, or mailed directly to the Purchasing Section. They will be kept on file until the bid opens and the extensions are verified.

Contract Period

A twelve (12) month contract will be award.

Award

If an award is made, the award will be by individual line item, to the lowest responsible and responsive bidder, based on the following:

- The total annual cost associated with the offered product delivered.
- The product that best meets the Authority's needs.

Contract Documents

The contract documents will consist of this RFQ; the successful bidder's completed and signed Bidder's Response Section; and an Annual Purchase Order from the Authority.

Method of Ordering

Upon award, an Annual Purchase Order(s) will be issued. Do not make any deliveries against the annual, until directed to do so by The Authority's Purchasing Staff or a designated representative. Release of the chemical and deliveries will be scheduled as required.

Billing Requirement

The Authority expects to be invoiced separately for each delivery. Invoices shall be fully itemized, and provides sufficient information for approving payment and audit. When appropriate conversion information (pound to gallons) should be provided on the invoice for verification of cost.

Invoices will be forwarded to: Sweetwater Authority
P.O. Box 2328
Chula Vista, CA 91912
Attention: Accounts Payable

Electronic invoices and/or statements can be emailed to: payables@sweetwater.org

Payment Terms: Invoices will be paid within thirty (30) days from date of acceptance of service, or receipt of invoice, whichever occurs later.

Right to Waive or Reject

The Authority reserves the right to reject any or all proposals/bids or to waive any minor irregularities in any proposal/bid or in the bidding process. The Authority reserves the right to cancel, in whole or in part, this RFQ. This RFQ does not commit the Authority to award a contract, to defray any costs incurred in the preparation of a Quotation, or to procure or contract for work. This inquiry implies no obligation to buy. The right is reserved to accept all or part, or decline the whole. Do not quote on goods or services that you cannot supply or provide. When substitutes are allowed and offered, attach complete specifications. The Authority's standard purchase order terms and conditions, copy attached hereto, will apply to any order(s) resulting from this quotation.

Cancellation/Termination

The Authority reserves the right to cancel any contract resulting from this solicitation in its entirety at no cost except for services rendered and goods delivered and accepted upon a thirty (30) days' written notice stating the reasons for termination. Termination is normally reserved for such reasons as unsatisfactory performance or changes in funding, scope, or needs of The Authority.

INSURANCE REQUIREMENTS

Insurance Requirements:

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. **General Liability** - Five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the The Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Five million dollars (\$5,000,000) for bodily injury and property damage each accident limit.
3. **Environment Impairment** – One million Dollars (\$1,000,000) per occurrence.

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

1. The Authority, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its directors, officers, employees, or authorized volunteers.
4. The Contractor'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 agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Authority.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:-VII or equivalent or as otherwise approved by the Authority.

Workers' Compensation and Employer's Liability Insurance

The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Evidences of Insurance

Prior to execution of the agreement, the Contractor shall file with the Authority a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Contractor shall, upon demand of the Authority, deliver to the Authority such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Authority at least ten (10) days prior to the expiration date.

Sub-Contractors

In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Contract Labor

Contract shall be an independent contractor, but if contract laborers ("Job-Shoppers) are provided, Contractor is also the employer corporation. As such, Contractor is solely responsible for the payment of Federal, State, and Local taxes arising out of or in connection with performance of its employees' services hereunder, including but not limited to income tax withholdings, federal social security taxes (FICA), and unemployment taxes. In addition, Contractor must be responsible for Workers' Compensation, disability, and the like, and for all other obligations on its employee's behalf that may result from this agreement.

Hold harmless and Indemnification

By submitting a bid, Bidder certifies that they are an independent contractor and agrees to indemnify and hold harmless The Authority, its officers, directors, board members, employees, and authorized volunteers from any cost, damage, expense or other loss or liability incurred or paid, arising out of or in account of claims or suits whether in law or equity, which might be asserted or brought against any of the indemnified parties for property damage or destruction, personal injury or death, or any other damages however caused except for the willful misconduct or negligence of The Authority or its officers, board members, directors, employees, or authorized volunteers.

TERMS AND CONDITIONS

- 1. Governing Law:** All orders shall be deemed to be made in the County of San Diego, State of California and shall in all respects be construed and governed by the laws of California. Any action brought to enforce the terms and conditions shall be brought in a state or federal court in the County of San Diego.
- 2. Entire Agreement:** All orders may be accepted only on the terms and conditions set forth herein or incorporated herein by reference or set forth on any attachment hereto. Terms in Supplier's acceptance in addition to or not identical with such terms will not become a part of this contract, unless agreed to in writing by authorized agent of Authority.

3. **Acceptance/Inspection:** The goods or services furnished by Supplier shall be exactly as specified in the order, free from all defects in design, workmanship and materials and are subject to inspection and testing by Authority or its authorized representative. Delivery does not constitute acceptance. Authority may reject nonconforming goods or service.
4. **Substitutions, Changes and Prices:** Authority may make changes within the general scope of an order by giving written notification to Supplier. If such change affects the cost of or the time to deliver or perform under the order, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claim of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15) calendar days from the date of notification by Authority. Under no circumstance should Supplier stop performance of this order as changed.
5. **Prevailing Wages:** Pursuant to prevailing wage, Contractor shall pay Contractor's employees and subcontractors the prevailing wage for any and all construction and/or development related work performed in connection with this agreement. Contractor shall indemnify, defend, hold harmless Authority, its officers, agents, employees and volunteers from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith arising out of or in any way connected with Contractor's failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial relations in accordance with the standards set forth in Section 1770 et SEQ. of the Labor Code. Pursuant to labor code Section 1771, prevailing wages do not apply to jobs under \$1,000.
6. **All Shipments are F.O.B. Delivered:** Supplier assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Purchase Order. Delivery does not constitute acceptance.
7. **Payment:** The time period allowed for payment as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of Supplier's invoice or upon receipt of the goods, whichever is later. All shipping documents and invoices must reference Authority Purchase Order number in order to be processed. Orders delivered directly to job sites may require proof of delivery prior to payment. Acceptable proof is a signed packing slip acknowledging delivery.
8. **Packaging:** Packaging must be of sufficient quality and strength to adequately protect the goods against jolting, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the goods.
9. **Safety Data Sheets (SDS):** Supplier shall provide a SDS for each product that contains hazardous substances as defined by Cal OSHA. Additionally, Supplier shall indemnify and hold harmless Authority from and against all losses, costs, fees, liabilities and damages that Authority may suffer as a result of Supplier's failure to comply with the above requirement.
10. **AWWA Standards and Approved Materials List:** All materials and fittings must meet or exceed AWWA specifications and be listed in The Authority's Approved Materials List - revised November 2008 is incorporated herein and made a part hereof by this reference. If you do not have a copy, a copy can be obtained by calling Engineering at 619-420-1413 or Purchasing at 619-409-6872.
11. **Markings on Fittings:** All ductile-iron fittings shall have distinctly cast on the outside of the body the identity of the standard; the pressure rating; nominal diameter of the openings; manufacturer's identification; the country where cast; the letters DI or word "Ductile"; and the number of degrees or fraction of the circle on all bends.
12. **Assembly Bill 1953:** All bronze components in contact with potable water shall be low lead in accordance with Assembly Bill 1953 (AB1953), excluding service saddles, backflow preventers for non-potable service, such as irrigation and industrial, and water distribution main gate valves that are greater than two inches.
13. **Artwork, Designs, Etc.:** If the goods are to be produced by Supplier in accordance with designs, drawings or blueprints furnished by Authority, Supplier shall return same to Authority upon completion or cancellation of this Purchase Order. Any materials, equipment, tools, artwork, designs or other properties furnished by Authority or specifically paid for by Authority shall be Authority's property.
14. **Warranty and Quality Inspection:** Supplier warrants that all articles, materials and work furnished shall be new, unused, and free from defects and of a good quality. They shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Authority's inspection; but neither Authority's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. If, in Authority's opinion, any article, material or work fails to conform to specifications or otherwise defective, Supplier shall promptly replace same at Supplier's expense. No acceptance or payment by Authority shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.
15. **Change Orders:** Authority shall have the right to revoke, amend or modify this Purchase Order at any time. Supplier's receipt of Authority's written change order without response received by the Authority within ten days or Supplier's shipment or other performance reflecting the change, whichever occurs first, shall be Supplier's acceptance of the change without any price or other adjustments.
16. **Right to Cancel:** Authority shall have the right to cancel at any time for Supplier's breach of any provisions of this order, including failure to meet their stated delivery schedule. Authority may cancel all or any portion of this order if

Supplier, in Authority's judgment, is failing to make sufficient progress as to endanger performance of this order in accordance with its terms.

17. Changes: Authority may make changes within the general scope of this order by giving written notification to Supplier. If such changes affect the cost of or the time to deliver or perform under this order, an equitable adjustment in price, delivery, or both will be made. No changes by Supplier shall be recognized unless agreed to in writing by an authorized agent of Authority. Any claims of Supplier for an adjustment in price, delivery, or both must be made in writing within fifteen (15) calendar days from the date of notification by Authority. Under no circumstance should Supplier stop performance of this order as changed.

18. Termination:

A. Convenience: With a thirty (30) day written notice stating the extent and effective date, Authority may terminate this order for convenience in whole or in part, at any time without any further cost to Authority except for goods or services provided. Typically, termination is for changes in needs, funding, or unsatisfactory performance.

B. Default: With a thirty (30) day written notice stating the extend, effective date, and reason, Authority may terminate this order for Supplier's default, in whole or in part, at any time, if Supplier refuses or fails to comply with provisions of this order, or fails to make sufficient progress which will endanger performance in Authority opinion and does not cure such failure within a reasonable period of time, or fails to make deliveries of goods or perform services within the time specified or within any written extension thereof. In such an event, Authority may:

1. Require immediate delivery of conforming goods or require Supplier to repair nonconforming goods or re-perform nonconforming work at Supplier's own expense to bring nonconforming goods or services into conformance;
2. Rework the conforming goods or services with Authority's staff or authorized representatives to bring the goods or services into conformance and reduce the price paid to Supplier by Authority's cost;
3. Seek reimbursement or deduct from any payments due for any additional cost incurred including staff time to locate conforming goods or services.

In addition to the above remedies, Authority may seek any other legal remedies available to it.

19. Default: If Supplier willfully violates any of the conditions or covenants of the Purchase Order, including refusal or failure to prosecute the Work or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if Supplier should be adjudged a bankrupt, or if Supplier should make a general assignment for the benefit of Supplier's creditors, or if a receiver should be appointed on account of Supplier's insolvency, or Supplier or any of Supplier's subcontractors should violate any of the provisions of this Purchase Order, Authority may serve written notice upon Supplier of Authority's intention to terminate this Purchase Order. This notice of intent to terminate shall contain the reasons for such intention to terminate this Purchase Order, and a statement to the effect that Supplier's right to perform this Purchase Order shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to Authority have been made for correction of said violations.

20. Title: Supplier warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Supplier agrees to hold Authority free and harmless against any and all claimants to said article, material or work. Title to the materials and supplies purchased hereunder shall pass to the Authority at the F.O.B. point designated on the face hereof, subject to the right of Authority to reject upon inspection.

21. Patent Indemnity: Supplier agrees to indemnify Authority, its officers, board members, employees, and authorized volunteers against liability of any kind including the costs and expenses incurred for the use of any invention or discovery and for the infringement of any patent occurring in the performance of this order or arising by reason of the use or disposal by or for the account of Authority of items manufactured or supplied under this order except items manufactured to detailed specifications supplied by Authority.

22. Assignment/Subcontracting/Independent Contractor Status: No performance of this Purchase Order or any portion thereof may be assigned or sub-contracted by the Supplier without the express written consent of Authority, which may be withheld for any reason. Any attempt by Supplier to assign or sub-contract any performance of this Purchase Order without the express written consent of Authority shall be invalid and shall constitute a breach of this Purchase Order. Supplier is retained as an independent contractor and is not an employee of Authority. No employee or agent of Supplier shall become an employee of Authority.

23. Compliance with Law: Supplier warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order and procure all permits and licenses, pay all charges and fees.

24. Safety: All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA.

25. Waiver: Any action or inaction by Authority shall not constitute a waiver of any rights or remedy available herein or by law. The failure of Authority to enforce at any time any of the provisions of this order or to exercise any option provided herein, or to require at the any time performance of any of the provisions hereof, shall in no way be construed to be a

present or future waiver of such provisions, nor in any way to affect the validity of this order or any part thereof, or the right thereafter to enforce each and every provision.

26. **Force Majeure:** Neither Authority or Supplier shall be liable for failure to perform its obligations under this order where such failure is a result from any act of God or other cause beyond its reasonable control.
27. **Indemnification:** Supplier shall indemnify, defend and hold harmless Authority against and from any and all claims or suits for damages or injury arising from Supplier's performance of this Purchase Order or from any activity, work, or thing done, permitted or suffered by Supplier in conjunction with the performance of this Purchase Order, and shall further indemnify, defend and hold harmless Authority against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Supplier hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
28. **Taxes:** Unless otherwise provided herein or required by law, Supplier, except out-of-state*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Purchase Order; and Supplier shall indemnify and hold harmless Authority from any liability and expense by reason of Supplier's failure to pay such taxes or contributions.
29. **Insurance:** Supplier shall take out and maintain, during the performance of all work under this Purchase Order, Commercial General, Automobile and Worker's Compensation Liability Insurance at policy limits and with insurance companies acceptable to Authority. Evidence of insurance shall be provided to Authority before work commences.
30. **Liquidated Damages:** If delivery does not occur on schedule it is understood that Authority will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Supplier shall pay to Authority, as liquidated damages not as a penalty, the sum of one hundred (\$100.00) dollars per day for each and every calendar day delay in finishing the contract and/or failing to deliver the equipment.
31. **Severability:** The unenforceability, invalidity or illegality of any provision of these terms and conditions shall not render the other provisions unenforceable, invalid or illegal.

*Out-of-state Suppliers without a California Sales and Use Tax Permit should not include sales tax on their invoice. Authority will pay the use tax directly to the California State Board of Equalization.

BIDDER RESPONSE SECTION

RFQ – S2017-55

For: FURNISHING AND DELIVERING A REQUIREMENT OF CHEMICALS

The undersigned hereby offers to furnish and deliver chemicals according to the attached bidding document, for the following price.

F.O.B.	F.O.B.	F.O.B.
Sweetwater Authority	Sweetwater Authority	Sweetwater Authority
Perdue Water Treatment Plant	Reynolds Desalination Facility	National City Wells
100 Lakeview Ave	3066 North 2 nd Ave	Palm Ave & HYW 805
Spring Valley, CA 91977	Chula Vista, CA, 91910	National City, CA 91950

Date: _____

Name of Company: _____

Address: _____

Signature: _____

Name (please print) _____

Title: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Sales Representative:

Contact Name: _____ Phone Number: _____

E: Mail: _____ Fax Number: _____

Ordering Information:

Contact Name: _____ Phone Number: _____

E: Mail: _____ Fax Number: _____

Billing Information:

Contact Name: _____ Phone Number: _____

E-Mail: _____ Fax Number: _____

BID ITEM	CHEMICAL	DELIVERY LOCATION	PRICE QUOTED PER	ADDITIONAL INFORMATION
#1	Cationic Polymer 20% DADMAC	PWTP	Pound:	
#2	Ammonium Sulfate	NCW	Pound:	Pounds per Bag: Bags per Pallet:
#3	Chlorine (1 Ton Containers)	PWTP	Ton:	Drum Deposit:
#4	Ferric Chloride 43% (Typical)	PWTP	Dry Ton:	
#5 A	Sodium Hypochlorite 12.5%	RDF	Gallon:	
#5 B	Sodium Hypochlorite 12.5%	NCW	Gallon:	
#6 A	Aqua Ammonia 19.0%	PWTP	Gallon:	
#6 B	Aqua Ammonia 19.0%	RDF	Gallon:	
#7 A	Sodium Hydroxide	PWTP	Dry Ton:	Gallon of Solution 50%:
#7 B	Sodium Hydroxide	RDF	Dry Ton:	Gallon of Solution 50%:
#8	Ferrous Chloride	PWTP	Dry Ton:	
#9	Activated Carbon Powder	PWTP	Pound:	Pounds per Bag: Bags per Pallet:
#10	Aluminum Sulfate 45-55%	RDF	Pound:	
#11	Sodium Chlorite 31%	PWTP	Pound:	
#12 A	Fluorosilicic Acid (23-25%)	PWTP	Pound	Gallon of Solution 23-25%:
#12 B	Fluorosilicic Acid (23-25%)	RDF	Pound	Gallon of Solution 23-25%
#13	Sodium Fluoride (90–98%)	NCW	Pound	Pounds per Bag: Bags per Pallet

Company Name: _____ Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

The following statements, as to the experience and qualifications of the Bidder, are to be submitted with the Bid, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the Bidder.

Company Name: _____

The Bidder has been engaged in the business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the Scope of Work extends over a period of _____ years.

The Bidder has successfully completed the following contracts in the last three years, which are similar to the magnitude and difficulty of this project.

Company Name: _____

Contact Name: _____

Contact e-mail: _____

Contact Phone Number: _____

Chemical Supplied: _____

Contract Amount: _____ Contract Dates: _____

Company Name: _____

Contact Name: _____

Contact e-mail: _____

Contact Phone Number: _____

Chemical Supplied: _____

Contract Amount: _____ Contract Dates: _____

Company Name: _____

Contact Name: _____

Contact e-mail: _____

Contact Phone Number: _____

Chemical Supplied: _____

Contract Amount: _____ Contract Dates: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Sweetwater Authority Vendor Profile Form

Vendor

Business/Vendor Name:

Phone Number:

Address Line 1:

Address Line 2/Suite No.:

City:

State:

Zip Code:

E-mail Address:

Web Site Address:

Type of Business:

Remittance Address

Street Address

City, State

Zip Code:

Sales Contact:

Accounting Contact:

Name:

E-mail Address:

Job Title:

Business Number:

Phone Number:

Fax Number:

Vendor Products and Services

Products to be purchased	Services to be rendered

Required:

Material Safety Data Sheet (MSDS)

Prior to the purchase of certain materials, the Project Manager will obtain the Material Safety Data Sheet (MSDS) from the vendor and review this with the Safety Department for approval. Refer to the Sweetwater Authority Safety Manual for details.

Insurance Certificate

Prior to performing services for Sweetwater Authority, the Authority must have current Certificates of Insurance on file for all companies, contractors, and consultants.

Please forward completed form to the Sweetwater Authority Accounting Department at payables@sweetwater.org