



Sweetwater Authority Notice

Request for Quote No.: S2022-05

For: Water Treatment Chemicals

Bid Release Date:

April 14, 2022

Question Deadline:

April 21, 2022, by 11:00 A.M.

Bids Due:

April 28, 2022, by 2:00 P.M.

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

Buyer: Sylvia McCain Phone (619) 409-6872

Email: Purchasing@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. Sweetwater Authority encourages participation by local, small and/or disadvantaged businesses/contractors/vendors.

THE DESIRED SERVICE

The Authority is soliciting bids to establish requirement contracts for water treatment chemicals. 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 Robert A. Perdue Water Treatment Plant (PWTP), Richard A. 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)	114,000			LB
2	Ammonium Sulfate			20,000	LB
3	Chlorine (1 Ton Cylinders)	61			Ton
4	Ferric Chloride 43% (Typical)	72			DT
5	Sodium Hypochlorite 12.5%		774,300	251,500	LB
6	Aqua Ammonia 19.0%	157,700			LB
7	Liquid Ammonium Sulfate 40%		216,400		LB
8	Sodium Hydroxide 50 %	125	70		DT
9	Ferrous Chloride (28-32%)	16			DT
10	Activated Carbon Powder	9,000			LB
11	Aluminum Sulfate 45-55%		9,300		LB
12	Sodium Chlorite 31%	140,200			LB
13	Fluorosilicic Acid (23-25%)	101,400	115,600		LB
14	Sodium Fluoride (90-98%)			6,100	LB
15	Citric Acid (Granular)	2,000	6,000		LB
16	Copper Sulfate (Granular)	2,000			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 offloading 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, and emergency contact telephone numbers and names of personnel that the Authority can contact in case of emergency/problems. It should be noted that the Authority or its appointed representative shall reserve the right to visit the 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.

Activated Carbon Powder 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 must have a lift and pallet jack.

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

Citric Acid (Granular) must 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 must have a lift and pallet jack, as a forklift is not available at all locations.

Copper Sulfate (Granular) must 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 must have a lift and pallet jack.

Sodium Fluoride (90-98%) must 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 must 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%		4,000 Gallons	2,000 Gallons
6	Aqua Ammonia 19.0%	4,000 Gallons		
7	Liquid Ammonium Sulfate 40%		3,000 Gallons	
8	Sodium Hydroxide 50%	4,000 Gallons	2,000 Gallons	
9	Ferrous Chloride	3,000 Gallons		
10	Activated Carbon Powder	2,000 Pounds		
11	Aluminum Sulfate		225 Gallons	
12	Sodium Chlorite 31%	4,000 Gallons		
13	Fluorosilicic Acid (23-25%)	4,000 Gallons	1,800 Gallons	
14	Sodium Fluoride (90-98%)			2,000 Pounds
15	Citric Acid (Granular)	2,000 Pounds	2,000 Pounds	
16	Copper Sulfate (Granular)	2,000 Pounds		

Delivery Requirements

Deliveries will be independent of each other.

Delivery is to be made within three (3) to five (5) business days following a confirmed request for each delivery.

Deliveries are to arrive upon scheduled delivery dates. Authority facilities are unable to accommodate

overnight occupancy for truck, trailer, and driver.

Hours of Delivery for the 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 the Perdue Water Treatment Plant Operator at (619) 409-6800, one hour prior to arrival. These facilities may be unstaffed and require an Operator to take delivery.

Delivery vehicles must be equipped to allow (if requested) the driver to safely provide samples of the material, before offloading. If samples cannot be pulled safely during delivery, upon approval, samples may be mailed in Department of Transportation (DOT) 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	RDF	NCW
Sweetwater Authority	Sweetwater Authority	Sweetwater Authority
Perdue Water Treatment Plant	Reynolds Desalination	National City Wells
100 Lakeview Avenue	3066 North 2 nd Avenue	Palm Ave & Hwy. 805
Spring Valley, CA 91977	Chula Vista, CA 91910	National City, CA

A certified weight master's certificate shall be included at the time of delivery prior to offloading, containing the weight of the material being off loaded. Split chemical deliveries will not be allowed unless requested and/or approved by the Authority.

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

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 BIDDER

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 **11:00 A.M. on April 21, 2022.**

Sylvia McCain, Procurement Specialist
744 F Street
Chula Vista, CA, 91910
Fax # (619) 427-9574
Email: Purchasing@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 question deadline 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 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. Late bids will not be considered.

Responses may be mailed or submitted electronic via Filedrop.

Mailing Address: Sweetwater Authority
744 F Street, Chula Vista, CA 91910
Attention: **Purchasing/Bid S2022-05**

Bid Submittal: Bids must be delivered electronically via the Authority's secure file transfer system no later than 2:00 p.m. PST on April 28, 2022. Please note the following:

Instructions for those opting for electronic submission, via the Authority's secure file transfer system:

- File Format: The response must be in pdf format, and include scanned copies of all pages with required signatures present.
- File Transfer system web page address:
<https://sendit.sweetwater.org/filedrop/WTChemicals>
- Response should be uploaded in advance of the response deadline. Time stamp on the file received by the system will be used to determine whether the response was submitted on time.
- The secure file transfer system will REQUIRE you to set up an account by providing a valid email address. This email address must be validated by the system before it will allow you to upload your response document. Please plan accordingly.

- The email address used to register for the system to submit the response will receive a confirmation email when the file is first accessed by Authority staff.

Proposal Forms

Proposals must be submitted on the forms supplied in this RFQ.

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 Purchase Contract. 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 offloading 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 timely 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 term of the Purchase Agreement. 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:

Ammonium Sulfate, Aqua Ammonia 19%, Chlorine, Fluorosilicic Acid 23-25%, Liquid Ammonium Sulfate 40%, Sodium Chlorite 31%, Sodium Fluoride 90-98%, Sodium Hydroxide 50%, and Sodium Hypochlorite 12.5%.

All Prices quoted must be freight on board (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 visit www.sweetwater.org and go to About Us then Bid Opportunities & Results or 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 awarded.

Basis of Award

If an award is made, the award(s) will be by individual line item, to the lowest responsible and responsive bidder, for each line item 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 bidders completed and signed Bidder's Response Section; Certificate of Insurance; and the Purchase Contract.

Method of Ordering

Upon award, the parties will execute the Purchase Contract attached hereto as Exhibit "A." Do not make any deliveries 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 provide sufficient information for approving payment and audit. When appropriate, conversion information (pounds to gallons) should be provided on the invoice for verification of cost.

Invoices are to be forwarded to: Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910
Attention: Accounts Payable

Electronic invoices and statements shall 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.

BIDDER RESPONSE SECTION

RFQ: S2022-05 Water Treatment Chemicals

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

F.O.B.
Sweetwater Authority
Reynolds Desalination
3066 North 2nd Avenue
Chula Vista, CA, 91910

F.O.B.
Sweetwater
National City Wells
Palm Ave & HYW
National City, CA

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	CHEMICAL	DELIVERY	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:	
#5A	Sodium Hypochlorite 12.5%	RDF	Gallon:	
#5B	Sodium Hypochlorite 12.5%	NCW	Gallon:	
#6	Aqua Ammonia 19.0%	PWTP	Gallon:	
#7	Liquid Ammonium Sulfate 40%	RDF	Gallon:	
#8 A	Sodium Hydroxide	PWTP	Dry Ton:	Gallon of Solution 50%:
#8 B	Sodium Hydroxide	RDF	Dry Ton:	Gallon of Solution 50%:
#9	Ferrous Chloride	PWTP	Dry Ton:	
#10	Activated Carbon Powder	PWTP	Pound:	Pounds per Bag: Bags per Pallet:
#11	Aluminum Sulfate 45-55%	RDF	Pound:	
#12	Sodium Chlorite 31%	PWTP	Pound:	
#13A	Fluorosilicic Acid (23-25%)	PWTP	Pound:	Gallons of Solution 23-25%:
#13B	Fluorosilicic Acid (23-25%)	RDF	Pound:	Gallons of Solution 23-25%:
#14	Sodium Fluoride (90-98%)	NCW	Pound:	Pounds per Bag: Bags per Pallet:
#15A	Citric Acid (Granular)	RDF	Pound:	Pounds per Bag: Bags per Pallet:
#15B	Citric Acid (Granular)	PWTP	Pound:	Pounds per Bag: Bags per Pallet:
#16	Copper Sulfate (Granular)	PWTP	Pound:	Pounds per Bag: Bags per Pallet:

Company Name: _____ Date Signed: _____

Authorized Agent: _____ Phone No. () _____

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: _____

**EXHIBIT A
PURCHASE CONTRACT**

**PURCHASE CONTRACT BETWEEN
SWEETWATER AUTHORITY
AND [INSERT SUPPLIER NAME]
FOR THE PURCHASE OF [INSERT CHEMICAL(S)]
FOR THE [INSERT FACILITY(S)]**

THIS AGREEMENT FOR PURCHASE OF [INSERT CHEMICAL(S)] for use at the [INSERT FACILITY(S)] (hereinafter referred to as “Agreement”) is made and entered into this [INSERT DATE] day of [INSERT MONTH], [INSERT YEAR], by and between SWEETWATER AUTHORITY (hereinafter referred to as “Authority”), and [INSERT SUPPLIER NAME], a [INSERT BUSINESS ENTITY- E.G., CORPORATION, LIMITED LIABILITY COMPANY, ETC.] (hereinafter referred to as “Supplier”).

RECITALS

- A. Authority is a public agency of the State of California and operates the Robert A. Perdue Water Treatment Plant (PWTP), Richard A. Reynolds Desalination Facility (RDF), and the National City Wells (NCW) (hereinafter referred to as “Facilities”).
- B. On or about [INSERT DATE], the Authority issued a Request for Quote, a copy of which is incorporated herein by reference.
- C. Authority desires Supplier to provide [INSERT CHEMICAL(S)] to Authority for use at its Facilities.
- D. Supplier is duly licensed and has the necessary qualifications to fulfill the obligations set forth herein.
- E. The parties desire by this Agreement to establish the terms for Authority to purchase and acquire the goods specified herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- Agreement Duration. This Agreement shall commence [INSERT DATE], and shall be in effect up to and including [INSERT DATE]. After the completion of the first year of the Agreement, at the Authority's option, the Agreement may be extended for additional one-year increments.
- Method of Ordering. The Authority shall issue a purchase order(s). The Authority shall provide Supplier delivery dates by facsimile or telephone, consistent with contact information provided in Paragraph 14.

- 2.1 Supply and Purchase of Goods. [INSERT CHEMICAL(S)] supplied and purchased under this Agreement (“Goods”) shall be in compliance with the most current ANSI/AWWA standard for each chemical listed.
- 2.2 Request for Delivery. On an as needed basis, Authority shall submit to Supplier a confirmed request for delivery of specific Goods, consistent with contact information provided in Paragraph 15.
3. Price. Price for Goods supplied under this Agreement shall be in accordance with Supplier's bid, attached hereto and incorporated by reference herein as Exhibit “A.” All sales are F.O.B. The unit price (\$/weight of chemical) shall be fixed for the first year of this Agreement. Except where otherwise noted on Exhibit "A," the unit price shall be based on the price per weight of actual active chemical. The unit price shall be all inclusive of Supplier's profit, overhead and costs of producing and delivering the chemical. Separate charges for permit fees, regulatory compliance, taxes, fuel, cleanup will not be accepted. These and all other costs shall be included in the unit price.
 - 3.1 There shall be no price increase during the initial term of this Agreement. If the Agreement is renewed by the Authority, prices may be adjusted in accordance with the terms of this Agreement annually; however, there shall be no annual increases of greater than 5%.
 - 3.2 Supplier shall submit invoices separately for each delivery. Invoices shall be fully itemized and provide sufficient information for approving payment and audit. When appropriate, conversion information (pounds to gallons) should be provided on the invoice for verification of cost.
 - 3.3 Invoices are to be forwarded to Sweetwater Authority, 505 Garrett Avenue, Chula Vista, CA 91910, Attention: Accounts Payable. Electronic invoices and statements shall be emailed to: payables@sweetwater.org. Invoices will be paid within thirty (30) days from date of acceptance of service, or receipt of invoices, whichever occurs later.
4. Packaging. Packaging must be of sufficient quality and strength to adequately protect the Goods against jostling, rough handling, accidents, and all other dangers inherent in the movement, handling, transportation, and storage of the Goods.
 - 4.1 Citric Acid (Granular) shall 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 must have a lift and pallet jack, as a forklift is not available at all locations.
 - 4.2 Copper Sulfate (Granular) shall 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 must have a lift and pallet jack.
 - 4.3 Activated Carbon Powder shall 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 must have a lift and pallet jack.

- 4.4 Aluminum Sulfate 45-55% (SG ~1.33) shall be packaged in 250-gallon totes. Due to the location of delivery a forklift is not available to off load. Delivery trucks must be equipped with a lift and pallet jack that can handle the weight of the tote.
- 4.5 Sodium Fluoride (90-98%) shall 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 must have a lift and pallet jack, as a forklift is not available at this location.
5. Delivery. Delivery shall be made within three (3) to five (5) business days following a confirmed request for each delivery. Deliveries shall be independent of each other.
 - 5.1 Business Hours. Deliveries are to arrive upon scheduled delivery dates. Authority facilities are unable to accommodate overnight occupancy for truck, trailer, and driver. Hours of delivery for the 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 the Perdue Water Treatment Plant Operator at (619) 409-6800, one hour prior to arrival.
 - 5.2 Chemical Delivery. All chemical fill connections are two-inch male camlock fittings. Supplier's delivery personnel shall have the applicable adapter/connectors and hoses to complete the chemical delivery. Aqua ammonia deliveries require 2-hour notice to the Authority prior to arrival.
 - 5.3 Minimum Standards. Goods delivered shall meet or exceed all of the current ANSI/AWWA minimum standards.
 - 5.4 NSF Certification. The Authority requires all supplied Goods to carry NSF60 Certification, and requires that "NSF" or "UL" be stamped directly on the delivery paperwork.
 - 5.5 Certificate of Analysis. A Certificate of Analysis (COA) is required with each load before the Goods can be unloaded. At a minimum the COA should contain the following information; chemical name, % strength, specific gravity, chemical weight, and indicate that the chemical is NSF 60 or UL approved.
 - 5.6 Samples. Delivery vehicles shall be equipped to allow the driver to safely provide samples of the Goods, before offloading. If samples cannot be pulled safely during delivery, upon approval, samples may be mailed in Department of Transportation (DOT) tamperproof packaging at the time the order is placed. The Authority does not have a sample port for collecting samples.
 - 5.7 Weight Master's Certificate. A certified weight master's certificate shall be included at the time of delivery prior to offloading. The certificates shall show the weight of the material being offloaded. Split chemical deliveries will not be allowed unless requested and/or approved by the Authority.
 - 5.8 SDS. Under this Agreement, a manufacturer's SDS sheet shall be included with the first delivery of the Goods or after any change in composition of the product, a

change in manufacturing process, a change in supplier, or a change in labeling/packaging of the product.

5.9 Location. [REVISE AS NEEDED] Deliveries shall be made to:

PWTP	RDF	NCW
Sweetwater Authority	Sweetwater Authority	Sweetwater Authority
Perdue Water Treatment Plant	Reynolds Desalination	National City Wells
100 Lakeview Avenue	3066 North 2 nd Avenue	Palm Ave & Hwy. 805
Spring Valley, CA 91977	Chula Vista, CA 91910	National City, CA 91950

6. Inspection. Delivery does not constitute acceptance. The Authority reserves the right to inspect any Goods for conformance with the specifications contained herein. Goods discovered to be in noncompliance shall be returned and immediately replaced with conforming Goods at supplier's sole expense. The Authority shall be reimbursed or shall deduct from any payments due for any additional cost incurred as a result of Supplier's lack of conformance.

A representative of the Authority may examine Supplier's inventory and production facilities at any time during the life of this Agreement.

7. Goods Specification and Quantity Estimate. The Authority estimates the quantity of Goods to be required for the Authority's operation of the Facilities as indicated on Exhibit "A," attached hereto and incorporated by reference herein. Weights are based on actual active chemical weight. Quantities of Goods listed may be increased or decreased to meet the requirements of the Authority during the duration of this Agreement. The Authority does not guarantee a minimum quantity, and the Authority reserves the right to purchase more or less product units on an as-needed basis.
8. Personal Protective Equipment (PPE). Supplier shall wear appropriate PPE when taking samples and offloading product.
9. Emergency Spill Plan. Supplier shall furnish its Emergency Spill Plan for dealing with accidents or spills while on the Authority's property during offloading activities. The Emergency Spill Plan shall include, at a minimum, the annual training the delivery 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 the Authority can contact in case of emergency/ problems. In the event of accidents or spills on Authority property, Supplier shall follow the procedures of its Emergency Spill Plan, attached hereto and incorporated by reference herein as Exhibit "B."
10. 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. Supplier and the cargo trailer operator shall be responsible for clean-up of all spillage, contaminated matter, and the removal of all contaminated clean-up matter. Supplier will be notified immediately of any spillage which is not cleaned up by the cargo trailer operator. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the Authority at a minimum charge of \$150 per hour. This fee, along with any environmental disposal fees, shall be billed to the Supplier.

11. Security. Due to heightened security measures, Supplier shall be required to fax (619) 479-6271 or email to the email addresses listed below a photocopy of the driver's photo identification and trailer ID with a description of the shipment no later than 24 hours before delivery. Chemical deliveries will be rejected if this information is not timely received.

<u>Contact</u>	<u>E-mail</u>	<u>Phone Number</u>
Giovanni Outlaw	goutlaw@sweetwater.org	619-980-6829
Mark Hatcher	mhatcher@sweetwater.org	619-797-0630
Justin Brazil	jbrazil@sweetwater.org	619-729-7346

12. Safety. All Goods and services furnished, or equipment and PPE used, under this Agreement shall meet or exceed the standards established by the California Occupational Safety and Health Administration and any other applicable federal, state, and local laws, regulations, and ordinances. Supplier compliance shall include, but not be limited to, all relevant U.S. Department of Transportation or Department of Homeland Security regulations pertaining to transportation of hazardous waste, substances and/or materials, as those regulations may be amended from time to time and/or incorporated into state or local laws, regulations and ordinances. Supplier's truck drivers shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Act, when unloading chemicals. If requested, Supplier shall supply to the Authority information regarding the Supplier's safety ratings, safety audits and implementation of security plans or measures for complying with said regulations.
13. Insurance. Supplier shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under this section. In addition, Supplier shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

13.1 Commercial General Liability.

- (a) Supplier shall take out and maintain, for the duration of this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.
- (b) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (c) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted

- (7) Contractual Liability with respect to this Agreement
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (d) All such policies shall name Sweetwater Authority, its Board and each member of the Board, its officers, employees, agents and the Authority designated volunteers as Additional Insureds under the policies using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

13.2 Automobile Liability

- (a) At all times under this Agreement Supplier shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.
- (b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (c) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Authority, and provided that deductibles shall not apply to the Authority as an additional insured.
- (d) All such policies shall name the Authority, the board and each member of the board, its officers, employees, agents and the Authority designated volunteers as Additional Insureds under the policies.

13.3 Workers' Compensation/Employer's Liability.

- (a) Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement
- (b) At all times under this Agreement and for 24 months following the termination of this Agreement, Supplier shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (c) Such insurance shall include an insurer's Waiver of Subrogation in favor of the Authority and will be in a form and with insurance companies acceptable to the Authority.

13.4 Pollution Liability.

- (a) At all times under this Agreement and for 24 months following the termination of this Agreement, Supplier shall maintain Pollution Liability insurance as respects services or operations under this Agreement.

13.5 Minimum Policy Limits Required.

- (a) The following insurance limits are required for this Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence for bodily injury and disease
Workers' Compensation	Statutory limits
Pollution Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

- (b) Defense costs shall be payable in addition to the limits.
- (c) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

13.6 Evidence Required.

- (a) Prior to execution of the Agreement, Supplier shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described therein. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

13.7 Policy Provisions Required.

- (a) All policies shall contain a provision for thirty (30) days prior written notice by the insurer(s) to the Authority of cancellation of any policy required by this Agreement, except that the Supplier shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. Statements that the carrier “will endeavor” and “that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Supplier shall be responsible to provide such notice to the Authority. If any of the required coverage is cancelled or expires during the term of this Agreement, the Supplier shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) days prior to the effective date of cancellation or expiration.
- (b) All policies of Commercial General Liability and Automobile Liability Insurance shall contain a provision stating that Supplier’s policies are primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.
- (c) All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation in favor of Sweetwater Authority, the Board and each member of the Board, its officers, directors, employees, agents and designated volunteers; or shall specifically allow Supplier or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Supplier hereby waives its own right of recovery against the Authority, its Board and each member of the Board, its officers, directors, employees, agents and designated volunteers, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (d) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Supplier’s indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

13.8 Qualifying Insurers.

- (a) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

Each such policy shall be from a company or companies with a current A.M. Best’s rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through

surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

- 13.9 Continuation of Coverage. If any of the required coverage expires during the term of this Agreement, Supplier shall deliver the renewal certificate(s) with the required modifications, including the general liability additional insured endorsement to the Authority prior to the expiration date.
- 13.10 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.
- 13.11 Additional Insurance Provisions.
- (a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Supplier, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Supplier pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
 - (b) If at any time during the life of the Agreement Supplier fails to maintain in full force any insurance required by the Agreement documents, the Authority has the right but not the duty to acquire the insurance it deems necessary and deduct the cost thereof from the appropriate progress payments due the Supplier, or backcharge the Supplier for such costs in the event they exceed the amount of unpaid progress payments due the Supplier. In the alternative, Authority may in its sole discretion terminate this Agreement for cause.
 - (c) Supplier shall include any and all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
 - (d) The Authority may require Supplier to provide complete copies of all insurance policies in effect for the duration of the Project.
 - (e) Neither the Authority, nor the board, nor any member of the board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.
14. Subcontractors. In the event that Supplier employs other suppliers (subcontractors) as part of the work covered by this Agreement, it shall be Supplier's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.
15. Hold Harmless and Indemnification. Supplier agrees to protect, save, defend and hold harmless the Authority and its Board and each member of the Board, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or

interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Supplier, Supplier's agents, officers, employees, subconsultants, or independent suppliers hired by Supplier under this Agreement. The only exception to Supplier's responsibility to protect, save, defend and hold harmless the Authority is due to the sole negligence, willful misconduct or active negligence of the Authority. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Supplier.

16. Notice. Any notice required under this Agreement shall be provided as follows:

Sweetwater Authority
[INSERT CONTACT INFO]

[INSERT SUPPLIER NAME]
[INSERT CONTACT INFO]

17. Termination. The Authority may terminate this Agreement, in whole or in part, with or without cause, upon thirty (30) days written notice to Supplier. Upon receipt of the termination notice, Supplier shall promptly stop work unless the notice directs to the contrary. In the event the Authority renders such written notice to Supplier, Supplier shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The Authority shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by the Supplier. Supplier acknowledges the Authority's right to terminate this Agreement as provided in this paragraph, and hereby waives any and all claims for damages that might arise from the Authority's termination of this Agreement. The Authority shall not be liable for any costs other than the charges or portions thereof which are specified herein. Supplier shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

18. Compliance with Law.

18.1 Supplier shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

18.2 Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

19. Integration. This Agreement represents the entire understanding of the Authority and Supplier as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

20. Laws, Venue and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

21. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Supplier.
22. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, this Agreement is executed by the Authority and by Supplier on the day and year first written above.

SWEETWATER AUTHORITY

[INSERT SUPPLIER NAME]

By: _____

[INSERT NAME]

[INSERT TITLE]

By: _____

Name:

Title:

Address:

Email:

Phone:

Exhibit "A"
Product Specification and Quantity Estimate
and
Supplier's Quotation

“Include documentation that products are NSF-60 certified”
“For example, Certificate of Analysis (COA)”

Exhibit "B"
Emergency Spill Plan

Sweetwater Authority Vendor Profile Form

Email completed form to Purchasing@sweetwater.org

Vendor

Business/Vendor Name:

Phone Number:

Street Address:

City:

State and Zip Code:

Web Site Address:

Type of Business:

Please select one...

Remittance Address

Street Address

City, State, and Zip Code

Representative Contact

Name:

Job Title:

Phone Number:

Email Address:

Accounting Contact

Name:

Job Title:

Phone Number:

Email Address:

Vendor Products and Services

Products to be Purchased	Services to be rendered

Required:

Safety Data Sheet (SDS)

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

Certificate of Insurance

Prior to performing services for Sweetwater Authority, the Authority must have current Certificates of Insurance on file for all companies, contractors, and consultants. Check box above if Insurance Certificate is required.

Please forward completed form to Purchasing@sweetwater.org