



ZONE 7 WATER AGENCY

REQUEST FOR BIDS

BID NO. 2024-02

FOR SUPPLY AND DELIVERY OF SULFURIC ACID

BID DUE DATE: 2:00 P.M. PST, Tuesday, February 28, 2023

BID OPENING DATE: 2:00 P.M. PST, Tuesday, February 28, 2023

Contact for Questions:

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Purchasing

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**ZONE 7 WATER AGENCY
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF SULFURIC ACID
BID NO. 2024-02**

SECTION 1 - GENERAL

1. General Provisions

Zone 7 Water Agency is seeking competitive bids for the supply and delivery of Sulfuric Acid. All bids to be considered for this solicitation must be received by **2:00 P.M. PST, Tuesday, February 28, 2023**. Bids may be submitted via US mail, in person or by email. If emailing the bid, the email is Procurement@zone7water.com and the subject line must be **Bid No. 2024-02, Sulfuric Acid**. Any bid received after said date and time will be returned to the sender unopened and will not be considered under any circumstances. Postmarks are not accepted.

The District reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

If you have any questions regarding this bid, contact Karen Bartels, Buyer II, at (925) 454.5039, or email kbartels@zone7water.com. Any addendums and bid results will be available on the District's website: www.zone7water.com.

2. Instructions To Bidders

To receive consideration, bids must be made in accordance with the following instructions:

2.1 Bid Contract Documents

Bids must be submitted upon the forms provided in Section III, *Bid Contract Documents* that include the following: **Bid Form**, **Standard Agreement**, and **Non-Collusion Affidavit**, collectively, the bid contract documents. All items in the bid contract documents must be properly filled out in non-erasable permanent ink. All bid contract documents must be signed, dated, and sealed. The bid contract documents may be rejected if it shows any omissions, alterations of form, the addition of information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all the following components of the bid contract documents:

- A completed and signed **Bid Form**
- A fully executed **Standard Agreement**, including references and acknowledgement of receiving all addenda, with any deviations duly noted; and
- A fully executed **Non-collusion Affidavit**.

2.2 Estimated Quantity

The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating the District to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. The District reserves the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased. For this bid solicitation, the estimated annual quantities are listed in Section II.3, Quantity of Product

2.3 Delivery Locations

5215 Stoneridge Rd. Pleasanton, CA

2.4 Bid Pricing

All bids submitted must include a base unit price, and FOB destination, for the chemical. Bidders shall provide bid prices on the Bid Form including all costs associated with providing and delivering the chemical to the District's facility(s), including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. Bids qualified by additional or conditional charges such as CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed. Price escalators will be considered when pricing for multiple years is requested or an option.

The District is exempt from sales tax on chemicals that are determined to retain 50% or more chemical after using to treat the water. The District will determine if sales tax is applicable or exempt and notify the awarded vendor.

Bid prices must be based on bulk deliveries amount as specified on Exhibit A of the Bid Form. Bids that do not include unit prices for bulk deliveries will be considered irregular and, at the option of the District, may be eliminated from further consideration. Any additional "short load" charges must be shown by the bidder as a specific deviation on the bid contract documents. Bidders and/or third-party haulers will not be allowed to refuse to make "short load" deliveries.

Any optional item will be shown as a separate line item on the Bid Form and bidders may, at their option, submit unit prices for the optional item. Bids that do not include unit prices for optional item will not be considered irregular and therefore such bids will not be rejected for that reason.

Should the District require non-bulk deliveries in containers such as buckets, barrels, or totes, it will be shown as a separate line item on the Bid Form. Bidders may, at their option, submit unit prices for deliveries in buckets, barrels, or totes. Bids that do not include unit prices for buckets, barrels, or totes will not be considered irregular and therefore such bids will not be rejected for that reason. If non-bulk deliveries are not required, no separate line item on the Bid Form will

appear. However, if it is determined later, non-bulk deliveries are needed, the District may negotiate with the vendor to determine a price for deliveries in containers such as buckets, barrels, or totes.

2.5 Bidder Qualifications

A qualified bidder is one determined by the District to meet standards of business competence, reputation, financial ability, and product quality. A responsive bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the chemical, and any other requirement of the bid instructions. A responsible bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Bidders that intend to utilize a third-party hauling company for completing some or all of their deliveries must indicate the name and contact information of the third-party hauling company on the Bid Form. Before submitting a bid, the bidder must carefully examine and read all parts of the bid contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between the District and successful bidder (see paragraph 3.5 Purchase Orders).

2.6 Authorized Signatory of Bid Contract Documents

The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.

2.7 References

The bidder must submit with the bid a list of a minimum of three references that have purchased similar chemicals and services from the bidder. The bidder must provide the company or agency name, contact name, and telephone number for each reference. Whenever possible, bidders should provide references for customers from the same geographic region as the District. These references must be shown on the Standard Agreement contained herein.

2.8 Bid Submittal

Bids must be received by 2:00 P.M. PST on February 28, 2023. Bids may be submitted via US mail, in person or by email. If emailing the bid, the email is Procurement@zone7water.com and the subject line must be Bid No. 2024-02. Any bid received after said date and time will be returned to the sender unopened and will not be considered under any circumstances. Postmarks are not accepted. Use the subject line: Bid No. 2024-02 – Supply and Delivery of Sulfuric Acid. Bid submittal shall include all required attachments as called out in the RFQ. The District will not be responsible for any delays or transmission errors. Bids delivered before the bid opening but to the wrong address will be considered non-responsive unless redelivery is made to the correct address before the scheduled bid opening date and time. Bids received

after the date and time listed above will not be accepted and will be returned to the bidder unopened.

2.9 Modification, Addenda, and Interpretations

Any explanation desired by the bidders regarding the meaning or interpretation of this bid solicitation including the bid contract documents must be requested in writing, either by facsimile, regular mail, or e-mail at least five (5) business days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the District. All changes to this bid solicitation document including the bid contract documents will be through written addenda and posted on the District's website (www.zone7water.com). Addendum will be issued no later than 72 hours before bid opening. Any written addendum issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged on the Standard Agreement form that each bidder submits. Failure to acknowledge all the addendum(s) on the Standard Agreement form may be cause for rejection of the bid.

2.10 Modification of Bids

A bidder may modify their bid in writing provided such communication is received by the District prior to the date and time of the bid opening. Modifications of any bid prices must be submitted by email and clearly identified prior to the time of the bid opening. The District reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

2.11 Withdrawal of Bids

Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time) only by a written request that is filed with the District requesting withdrawal of their bid. The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

2.12 Proposed Deviations from the Specifications by the Bidder

Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder must be noted in detail on the Standard Agreement form, and a copy of the proposed specification must be attached to the Standard Agreement form at the time of submission. The absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's name should be clearly shown on each document. It is up to the District to accept or reject any proposed deviations from the described specifications.

2.13 Competency of Bidders

Before any contract is awarded, the bidder may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder must have and maintain current any and all necessary licenses or certificates.

2.14 Rejection of Bids

The District reserves the right to reject any and all bids and reserves the right to waive and/or reject a bid for any of the following reasons: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way. Bidders that plan to utilize a third-party hauling company that refused to deliver to the District in the past three (3) years will be rejected as non-responsive.

2.15 Opening Bids

Bids will be opened just following the time the bids are due. Staff will open, record, and announce the apparent low bidder. Suppliers are welcome to attend. Please note that masks are requirement in the Agency's Administrative building. Final award of a contract/PO will be determined following a complete review of the bid.

2.16 Method of Award

Bids may be awarded by the District to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price may be awarded the bid by the District, assuming the bid is determined to be complete and in compliance with the bid requirements. The lowest overall bid price will be determined by multiplying the estimated annual quantity by the bid price and adding up the aggregate cost. The District has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids. The following is a non-inclusive list of criteria that must be used in award of the bid:

- a. Unit cost of the chemical
- b. Product specifications
- c. Warranties or standards of quality
- d. Capabilities to deliver product throughout the contract term
- e. Bidder's reputation, competency, and previous customer service record
- f. Third party hauling company's reputation, competency, and previous customer service record (if applicable)
- g. Fully executed non-collusion affidavit

2.17 Disqualification of Duplicate or Collusive Bidders

More than one bid proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the bid contemplated will cause rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, any and all bids may be rejected. Bidders must execute and submit with their bid the Non-Collusion Affidavit included in the bid document.

2.18 Identical Bids

In the case of tied or identical bids corresponding to the proposed unit costs, the District reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for

any reason as described in paragraph 2.16 Method of Award, then any additional costs described in the “Specific Deviations”, such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the “Specific Deviations” still doesn’t produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the “Specific Deviations” will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then the District will draw lots by placing the names of the tied bidders in a hat and drawing a name. If drawing lots is deemed necessary, the District will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

2.19 Material Warranty

Before the bid is awarded and, if applicable, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all chemicals to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.

2.20 Bid Summary

Bids will be summarized and reviewed with the District’s Operations team following the bid opening. Bid summaries or tabulations will be posted on the Agency’s website (www.zone7water.com). After a careful review of the bids, any contract and/or PO may be awarded based on the criteria outlined in paragraph 2.16 Method of Award.

2.21 Manufacturer’s Information

Bidders must submit with their bid the following:

- a. In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals—Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit’s validity. In lieu of submitting an affidavit of compliance and a letter attesting to the affidavit’s validity, a current printout from the ANSI accredited product certification organization is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or bidder’s in-house laboratory if ISO certified.
- c. Name and address of the chemical manufacturer.
- d. Product Bulletin and Typical Properties.
- e. Safety Data Sheet (SDS).

3. SPECIAL INSTRUCTIONS TO BIDDERS

3.1 Chemical Requirements

The chemical to be provided under the terms and conditions of this bid must meet the bid specifications described in the pages that follow.

3.2 Safety Requirements

The bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards while they are on the District's premises. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The District reserves the right to refuse any shipment, at its discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the successful bidder's sole expense. If requested by the District, the successful bidder and/or the firm providing transportation of the chemical shall submit to a safety briefing at the District's facility before commencing deliveries. The successful bidder and/or the firm providing transportation of the chemical are required to comply with the site-specific safety requirements of each District facility. Bidders should be aware that smoking may not be permitted at some District locations. Site safety requirements will be available for review during the bid period upon request to the District. In addition, if requested by the District, the successful bidder and/or the firm providing transportation of the chemical may be asked to review site safety materials and provide a signed acknowledgement of their receipt of the site safety materials.

3.3 Spillage

The successful bidder must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the bidder or their agents, the bidder and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the successful bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to the District. The District's property must not be used for such disposal. If the spill is NOT cleaned up, the District will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the bidder, or deducted from amounts owed. Chemicals must stay in the possession of the bidder and must not be unloaded until accepted by the District. All chemicals must be delivered in accordance with Department of Transportation regulations.

3.4 Chemical Orders

All orders placed throughout the contract period, as defined in paragraph 4.11 Term of Contract, will be initiated by the District. The District will be responsible for the coordination of all orders with the successful bidder. Inquiries in reference to individual orders during the contract period must be directed to the District's Operation personnel.

3.5 Purchase Orders

A blanket purchase order and/or contract agreement will be issued to the successful bidder by the District. All chemical sales must be invoiced to the District's Accounting Department. The contracted unit cost of the chemical is the awarded bid price. Successful bidder may not change the price throughout the term of the contract unless by mutual written agreement between the District and successful bidder per Section 4.6 Modification of Contract.

3.6 Taxes

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The District will be responsible for providing the successful bidder with these certificates or letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. Should the District not provide the successful bidder that it's exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice.

3.7 Delivery Requirements

Bidders are responsible for reviewing the listed delivery locations and ensuring that their product can be delivered to each location prior to submitting a bid. Bidders that intend to utilize the services of a third-party hauling company for some or all their deliveries are responsible for ensuring that the hauler they have selected can and will deliver their product to each location listed in Section II.8, Delivery, and for submitting an affidavit pertaining to assurance with their bid. Failure to provide this assurance and submit an affidavit may be cause for rejecting their bid. Delivery bills of lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to a shipping manifest. Delivery times and dates must be coordinated between the successful bidder and the District representative and each location on a schedule that meets the needs of the District, but at no time can a delivery occur more than seven (7) days after the order is placed unless the District requests a later delivery. No delivery can be made when a District representative is not on site. The successful bidder must notify the District of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date, unless delivery delays are the result of in-route transportation delays, then notification must be provided as soon as possible to inform the District of the anticipated delivery date and time. Persistently late deliveries may be used as a basis for contract cancellation. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful bidder at no cost to the District and must be re-delivered by the bidder within 48 hours of the unacceptable delivery. Any special delivery requirements will be listed under Section II-8, Delivery.

3.8 Force Majeure

Any bidder that anticipates a workforce interruption or a production shutdown that could affect delivery of the chemical must fax or e-mail notifications to the District to notify them of the potential interruption in deliveries. A telephone call must also be made as a follow-up notification.

3.9 Safety Data Sheet (SDS)

Bidders must submit a Safety Data Sheet (SDS) for the product offered with the bid. The successful bidder must provide a new SDS for the chemical with the first delivery or if the SDS is modified during the contract term.

3.10 Payments

Payments for all chemicals will be made (30) days after receipt of a complete and accurate invoice. Cash discounts for early remittance of payment must be stated on the invoice, if applicable.

3.11 Legislative Impacts

In the event the legislative body of the District fails to appropriate funds for the purchase of the chemical, the District may terminate such contract without penalty and thereupon be released of further obligation.

3.12 Subcontracting

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of the District.

3.13 Laws and Regulations

All applicable State of California and Federal laws, City, County, and Special District ordinances, licenses, and regulations of the District apply during the contract period.

3.14 Insurance

For services requiring the supplier's or their subcontractor's presence on any District property, the successful bidder must acquire and maintain at their expense for the duration of the term of the contract the following insurance policies: Workers' Compensation, Employer's Liability, Commercial General Liability, Business Vehicle and Automobile Liability, and Contractor's Pollution Liability Insurance coverage from insurers either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than A.M. Best's rating of no less than A:VII, or (ii) authorized by the District's risk manager(s) or his/her designee at any time in his/her sole discretion, all relating to the supplier's services to be performed hereunder covering the District's risks. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, must be as follows, however, the insurance limits available to the District, their officers, officials, employees, agents, and volunteers as additional insured parties, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Commercial General Liability Insurance	two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
Business Vehicle and Automobile Liability Insurance	\$1,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	\$5,000,000 per occurrence, \$10,000,000 policy aggregate. Requirement can be fulfilled with time element pollution liability endorsement on the General Liability Policy and as follow form on Excess Liability policies available.

Prior to commencement of any performance under the contract, the successful bidder must furnish to the District an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of all policies of insurance required as noted above. All policies of insurance must be endorsed to name the District, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to the contract, bidder's insurance coverage shall be primary insurance with respect to the District, their officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall be excess of the bidder's insurance and shall not contribute with it. The successful bidder will be responsible for contacting the District to ascertain the proper name or names of the agency specific entities to be included in the endorsements.

The successful bidder must also provide the District with an MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

The successful bidder hereby agrees to waive subrogation which any insurer of the bidder may acquire from vendor by virtue of the payment of any loss. Bidder agrees to obtain and provide to the District any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the bidder, its employees, agents, and subcontractors.

The successful bidder must always maintain the required insurance while the contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies of insurance must be endorsed to provide the required insurance and must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to the District. The Certificate of Insurance must have a cancellation statement

worded as follows: *“Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company must mail thirty calendar (30) written notice to the Certificate holder named to the left.”*

4. Terms And Conditions

4.1 Indemnification

To the fullest extent allowed by law, the successful bidder and its employees, subcontractors, and agents shall defend, indemnify, and save and hold harmless the District, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the successful bidder's or its personnel, employees, agents, or subcontractors' willful misconduct or negligent act or omission while engaged in the performance of services described in this bid document, except those matters arising from the District's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of the District, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them.

The successful bidder's responsibility for such defense and indemnity obligations shall survive the termination or completion of the contract for the full period allowed by law. The defense and indemnity obligations of the contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

If the successful bidder should subcontract all or any portion of the work to be performed under the contract, the successful bidder shall require each subcontractor to indemnify, hold harmless and defend the District and each of its officials, officers, employees, agents, and volunteers in accordance with the terms of the preceding paragraphs.

4.2 Bid Protests

Any bid protest must be submitted in writing before 3:30 p.m. on the fifth (5th) business day following bid opening.

- a. The protest document must contain a complete statement of the basis for the protest and all supporting documentation.
- b. The party filing the protest must have submitted a bid for the chemical. A subcontractor of a party submitting a bid for the chemical may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.

- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The District will give the bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall submit the response to the protesting bidder concurrent with delivery to the District.
- g. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. All protests and responses received after the time set forth herein will be rejected. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. If a protest is mailed, the protesting party bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means which objectively establishes the date of receipt by the District.
- i. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible, and that bidder may be determined to be ineligible for future contract awards.

4.3 Disputes

When claims cannot be resolved between the District and the successful bidder, claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000), or less must be resolved pursuant to the provisions of Public Contract Code Section 20104. Unless the contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the District and the successful bidder that are not resolved between the District and the successful bidder, and are not governed by Public Contract Code 20102, must be decided by a court of competent jurisdiction unless arbitration is mutually agreeable to both parties. Should either party to the contract bring legal action against the other, the case must be handled in Alameda County where the District is located.

4.4 Attorney's Fees

In the event an action is commenced by a party to the contract against the other to enforce its rights and/or obligations arising from the contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, must be entitled to recover all statutory costs, plus reasonable attorney's fees.

4.5 Equal Opportunity

The successful bidder must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a

condition that any company firm or corporation supplying goods or services, must be in compliance with the Americans with Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request, by the District.

4.6 Modification of Contract

This bid solicitation document including the bid contract documents, in conjunction with the District's purchase order and/or purchase agreement, will constitute the entire contract between the District and the successful bidder. The contract may not be modified, altered, or amended except by the mutual written agreement of the District and the successful bidder.

4.7 Common Language

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

4.8 Proprietary Information

All information included in any bid proposal that is of a propriety nature must be clearly marked as such. The District must be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Bidder.

4.9 Patent Guarantee

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

4.10 Quality Control

The bidder's chemical may be inspected and/or sampled before, during, or after any delivery and tested to confirm compliance with all the specifications. Persistent clogging, deliveries containing significant amounts of debris, and/or chemical not meeting the technical specifications will be considered to be deficiencies. If deficiencies are detected, the chemical will be rejected and the bidder will be required to remove and replace any and all of the chemical and clean the associated tanks and piping that are contaminated by a delivery that is determined to be deficient, at no cost to the District. If the bidder fails to remove and replace the deficient chemical in a timely manner after being notified of the problem by the District, the District may remove and dispose of the contaminated chemical and clean the chemical storage tank or tanks and the associated piping all at the bidder's expense. Payment for the delivered chemical will not be made until the defects are corrected and the chemical is properly replaced and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

4.11 Term of Contract

The base term of the contract shall be for the period of July 1, 2023, and expiring June 30, 2024, with an option to extend the contract on a year-to-year basis, not to exceed four (4) yearly renewals if conditions and service are satisfactory to both the District and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the District and the successful bidder.

4.12 Good Faith Bidding and Contracting

The District is bidding in good faith and agrees not to extend an existing bid in lieu of contracting with the lowest responsive bidder. However, nothing in this bid solicitation shall prevent the District from rejecting all bids and separately procuring the services they require, if deemed in the best interest of the District.

4.13 Termination of Contract

The District may terminate their contract with the successful bidder for any reason by providing the successful bidder written notice of termination, and specifying the effective date thereof, at least thirty (30) days before the effective date.

4.14 Termination for Cause

In the event of a breach of any term or provision of the contract by the successful bidder, the District may terminate the contract with respect to supply of chemicals by providing the successful bidder with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date.

4.15 Assignment

The successful bidder must under no circumstances assign the contract without the prior written consent of the District. Any assignment, or attempt at assignment, made without such consent may be considered a breach of contract.

- END OF SECTION -

SECTION II. – SPECIFICATIONS (Sulfuric Acid)

1. General Description

This specification describes the Products and Services to be provided under this Solicitation. The services consist of the provision and delivery of Sulfuric Acid as detailed below. The Contractor shall provide all labor and equipment to satisfactorily provide the service. Nothing in this Specification shall be interpreted as relieving the Contractor of the responsibility of meeting all applicable federal, state, and local codes and regulations.

2. Product

- a. Sulfuric Acid: 92.8 – 94.8 percent by weight sulfuric acid (H₂SO₄).
- b. Sulfuric Acid supplied shall be tested and certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals - Health Effects. The NSF certification for the products bid must be current on the date of bid submittal.
- c. It is the responsibility of the vendor to inform the District (within 24 hrs., from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the contract.
- d. Billing weight shall be defined as delivery weight. The delivery wt. = delivered gallons X 14.25 lbs. /gal.

3. Quality

- a. Sulfuric Acid shall be colorless, transparent, and free from suspended matter or sediment.
- b. Sulfuric Acid shall conform to the following standards:
 - i. ANSI/NSF Standard 60.
 - ii. Percent of Sulfuric Acid (by weight) 92.8% - 94.8%.
 - iii. A specific gravity at 60° F of 1.83.
 - iv. Iron concentration less than 200ppm (0.02%).
 - v. Sulfuric Acid shall be free from contaminating substances which could interfere with normal operation of District facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

4. Weight Certificate – See *Section I, 3.7 Delivery Requirements*

5. Certificate of Analysis

- a. A certificate of analysis from a certified laboratory shall be submitted for each Sulfuric Acid delivery to the District. This report shall contain the following:
 - Date of manufacture.
 - Date of delivery.
 - Shipper ID.
 - Specific gravity at 60° F

- Percent of Sulfuric Acid (by weight).
- Iron concentration.
- Appearance.

No deliveries will be accepted by the District unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered and the quality specifications listed in Section 3 are met.

- b. Charges for certificate of analysis from a certified laboratory shall be included in the bid price.
- c. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

6. Quantity of Product

- a. Frequency of Deliveries: **8 loads per month**
- b. Size of each Delivery: **2,900 gallons**
- c. Estimated Annual Quantity: **278,400 gallons**

7. Acceptance/Rejection by District

- a. Contractor shall remove and replace any Sulfuric Acid that fails to meet specifications without additional cost to Zone 7, or the Sulfuric Acid shall be removed by Zone 7 and the cost for removal and disposal shall be billed to Contractor.

8. Delivery and Location Information

- a. The Contractor shall make deliveries of Sulfuric Acid upon request in loads of approximately 3000-gallons.
- b. The Contractor shall make deliveries between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday to **5215 Stoneridge Drive, Pleasanton, California**. If the Contractor for any reason cannot make the delivery during the above stated hours, the Contractor shall notify the District and an alternative time may be arranged at the discretion of the District.

9. Condition of Cargo Trailers

- a. All cargo trailers and appurtenant valves used for the delivery of the chemical under this agreement shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.
- b. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be clean and free from contaminating material, including, but not limited to, defoaming agents. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.

- c. The Contractor must transport the product in trailers specifically used for the delivery of NSF-60 certified sulfuric acid. If the trailer is used to haul any other non-NSF-60 certified material, then the Contractor must wash out the trailer prior to loading the sulfuric acid and provide a certified washout tag with the delivery documentation.

10. Safety Requirements & Training – See *Section 1, 3.2 Special Instructions to Bidders*

11. Spillage – See *Section 1, 3.3 Special Instructions to Bidders, 3.3.*

12. Placement of Orders

- a. The Contractor shall deliver the product within four (4) days of the District placing the order. The Contractor shall then arrange for delivery during acceptable hours, as stated in *Section II – Specifications, #8* above.

13. District Contacts

Operations	Alfonso Yasonia	ayasonia@zone7water.com	925-453-9509
Procurement	Karen Bartels	kbartels@zone7water.com	925.454.5039
Accounting		accountspayable@zone7water.com	925.454.5000

- END OF SECTION -

SECTION III – BID CONTRACT DOCUMENTS

The following pages must be properly completed and submitted for the bid to be considered complete.

**ZONE 7 WATER AGENCY
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 2024-02
SUPPLY AND DELIVERY OF SULFURIC ACID**

**Zone 7 Water Agency
100 N. Canyons Pkwy.
Livermore, CA 94551**

Dear Sirs:
I hereby agree to furnish Sulfuric Acid identified in the attached bid forms.

Company: _____
Address: _____
City, State, ZIP: _____
Authorized Representative: _____
Phone: _____
Email: _____

Signature: _____
Date: _____

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS:

This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

STANDARD AGREEMENT, PAGE 2 OF 2 BIDDER INFORMATION

1. Legal Name of Bidder:

2. Bidder's Street Address:

3. Mailing Address:

4. Business Telephone:

Email: _____

5. Type of Supplier:

Sole Proprietor Partnership Corporation LLC

If Corporation, indicate State where incorporated: _____

6. Business License Number issued by the City where the Supplier's principal place of business is located.

Number: _____ Issuing City: _____

7. Supplier Federal Tax Identification Number: _____

8. Emergency Contact: Name: _____

Phone Number: _____

Email: _____

9. Order Contact: Name: _____

Address: _____

Phone Number: _____

Email: _____

10. References:

<u>Company/Agency Name</u>	<u>Contact Name</u>	<u>Phone Number</u>
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1)	_____	_____
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2)	_____	_____
----	-------	-------

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

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

_____, being first duly sworn, deposes and says that he or she is the Bidder's Authorized Representative.

_____ of _____ the party making the
(Title of Representative) (Legal Name of Bidder)

foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Signature of: President, Secretary, Manager,
Owner, or Representative

State of California

County of _____)

On _____ before me, _____,
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

All Signatures Must Be Witnessed By Notary

**ZONE 7 WATER AGENCY
BID FORM - BID NO. 2024-02**

Bids must be clearly marked:

BID No. 2024-02 - Sulfuric Acid

Email to: Procurement@zone7water.com

Karen Bartels, Buyer II
Zone 7 Water Agency
100 N. Canyons Pkwy.
Livermore, CA 94551

**No later than 2:00 P.M. PST Tuesday,
February 21, 2023**

Legal Name of Bidder: _____

Business Address

Telephone Number: _____
Fax Number: _____
Email Address: _____

Authorized Representative (please print)

Signature: _____
Date: _____

- I. All costs except California State sales tax for the purchase of Sulfuric Acid must be included in the amount shown below on this Bid Form, including all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in attached Exhibit A to Bid Form.

- II. Bidders must submit all the following, attached to this Bid Form:
 - a. All requirements listed in Section 2.21 Manufacturer’s Info.
 - b. If applicable, the name, address, and contact information for the third-party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to the District locations identified.

Bidder: _____

ZONE 7 WATER AGENCY
Exhibit A to Bid Form
BID NO. 2024-02 - SULFURIC ACID

Refer to paragraph 2.4 Bid Pricing for full details.
Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.

DESCRIPTION	UOM	PRICING
Sulfuric Acid	Gallon	