



## Public Utilities

879 Morro Street, San Luis Obispo, CA 93401-2710  
805.781.7215  
[slocity.org](http://slocity.org)

### Notice Inviting Bids for Chemicals for Water and Wastewater Treatment and Swim Center Specification No. 91528

The City of San Luis Obispo is inviting sealed bids for supply and delivery of chemicals for the Water Treatment Plant, Water Resource Recovery Facility, and the Swim Center pursuant to Specification No. 91528. All bids must be received by the Finance Division, 990 Palm Street, San Luis Obispo, CA 93401 by 3:30 p.m. on December 14, 2016 when they will be opened publicly in the Utilities Department Conference Room, 879 Morro Street, San Luis Obispo, CA 93401.

*All chemicals for water and wastewater treatment shall be "FREIGHT ON BOARD," delivered to 1990 Stenner Creek Road, San Luis Obispo, CA, 93405 (Water Treatment Plant) or 35 Prado Road (Water Resource Recovery Facility), San Luis Obispo, CA, 93401.*

**NOTE:** *This Notice Inviting Bids includes for the first time the City of San Luis Obispo's Swim Center and the needed chemicals for its operation. Delivery for the Center need to go to 900 Southwood Dr. This component of the bid will be under separate contract with the City's Public Works Department – Building Maintenance Division and is not tax exempt.*

*All chemicals will be in accordance with applicable American Water Works Association standards and the attached specifications. Estimated quantities are listed on the attached Invitation for Bids.*

**Special Note:** *All chemicals consigned to Stenner Creek Road address (Water Treatment Plant) must be accompanied by a certification of compliance with the specifications of the American National Sanitation Foundation Standard 60, concerning drinking water additives.*

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Finance Division in a sealed envelope plainly marked with the proposal title, specification number, bidder name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Specification packages may be obtained at <http://www.slocity.org/doing-business/doing-business-with-the-city/bids-and-proposals>. For additional information please contact Dean Furukawa at 805-781-7566, <mailto:dfurukawa@slocity.org> or for the Swim Center Andrew Collins at 805-781-7219, mail to [acollins@slocity.org](mailto:acollins@slocity.org).



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

## Specification No. 91528

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## Section A

### DESCRIPTION OF WORK

All chemicals will be in accordance with applicable American Water Works Association standards and the attached specifications. All bids will be for the period of February 1, 2017 through January 31, 2018 (12 months). Estimated quantities for a 12-month period are shown below.

A. Specifications for each chemical are attached.

#### ESTIMATED 12-MONTH QUANTITIES FOR EACH CITY TREATMENT FACILITY & SWIM CENTER

CHEMICAL	WATER TREATMENT PLANT	WATER RESOURCE RECOVERY FACILITY	SWIM CENTER FACILITY
1. Liquid Alum Bulk tanker truck delivery	335 tons (125,000 gallons)	none	none
2. Sodium Silicofluoride	12 tons	none	none
3. Sodium Hypochlorite Solution (12.5 %) Bulk tanker truck delivery	68,000 gallons	375,000 gallons	17,000 gallons Mini Bulk Tanker Delivery
4. Sodium Bisulfite Solution (25%) Bulk tanker truck delivery	none	190,000 gallons	none
5. Ferrous Chloride (35%) Bulk tanker truck delivery	none	14,000 gallons	none
6. Sodium Hydroxide (25%) Bulk tanker truck delivery	15,000 gallons	10,000 gallons	none
7. Liquid Cationic Polymer	28 tons (7,000 gallons)	7,500 gallons	none
8. Calcium Hydroxide	none	525 tons (210,000 gallons)	none
9. Liquid Muriatic Acid Mini Bulk Tanker Delivery	none	none	8,000 gallons

#### B. DELIVERY REQUIREMENTS

1. Vendor will supply to the City of San Luis Obispo, upon delivery, an affidavit of compliance with these specifications (see each specification for more information about requirements for the contents of affidavit).
2. All chemical companies must provide notification of intended deliveries one day prior to the expected delivery dates. This notification may be by internet, phone or fax and must include the delivery driver's name, driver's license number, and expected time of delivery. Shipments received without this information may be refused.
3. All delivery drivers must register in facilities' guest books prior to off-loading and provide name, date, time, affiliation, and driver's license number. Guest books are located at the Water Resource Recovery Facility Administration Building Lobby and at the Water Treatment Plant. This information must be verified by plant staff prior to off-loading.

4. Further delivery requirements are set forth in each chemical specification.

C. CERTIFICATION REQUIRED WITH WATER TREATMENT PLANT CHEMICALS

All chemicals consigned to Stenner Creek Road address (Water Treatment Plant) must be accompanied by a certification of compliance with the specifications of the American National Sanitation Foundation Standard 60, concerning drinking water additives.

D. CERTAIN WATER TREATMENT CHEMICALS EXEMPT FROM STATE SALES TAX

Certain chemicals used in the treatment of water are exempt from State of California Sales Tax. Bidders should be aware of and plan to bill in compliance with the appropriate provisions of State law regarding the taxability of chemicals used to treat products for resale (reference: *SALES AND USE TAX ANNOTATIONS*, Sections 275 and 440).

# SPECIFICATION

## LIQUID ALUM (ALUMINUM SULFATE, SOLUTION) (Bulk Tanker Truck Delivery)

### 1. Requirement

It is required that a contractor be established to furnish, in accordance with these specifications, all of the City's requirements for bulk liquid alum during the period of February 1, 2017 through January 31, 2018 (12 months).

### 2. General

a. The liquid alum shall conform to the American Water Works Association's Standard for Liquid Alum, B403-16 or current revision; except as modified or supplemented herein.

b. Dry weight (wt) shall be defined as:

$$\frac{\text{delivery wt (wet wt)} \times \% \text{ Al}_2\text{O}_3 \text{ (lab report)}}{17}$$

### 3. Quality

a. The liquid alum shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the liquid alum has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

b. The liquid alum delivered under this specification shall contain 7.3 + 1.2 percent as water soluble  $\text{Al}_2\text{O}_3$ .

### 4. Affidavit of Compliance

a. The Contractor shall submit an affidavit of compliance with these specifications for each delivery of liquid alum as delivered to the City's storage tanks.

b. The affidavit of compliance shall contain:

- (1) percent by weight of  $\text{Al}_2\text{O}_3$
- (2) pounds of dry alum per gallon

### 5. Certified Laboratory Report

a. A certified laboratory report shall be submitted prior to the first liquid alum delivery to the City, and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following:

<u>Percent by weight:</u>	<u>Mass (mg)</u>
$\text{Al}_2\text{O}_3$ ;	Arsenic
$\text{Fe}_2\text{O}_3$ ;	Cadmium
Foreign sulfates;	Chromium
Excess water soluble $\text{Al}_2\text{O}_3$	Lead
Excess water soluble Al;	Mercury
Suspended matter; and	Selenium
Pounds of dry alum per gallon	Silver

- b. Charges for the certified laboratory report shall be included in the bid price.

6. Quantity

- a. The estimated requirements for liquid alum, as listed on the "Invitation for Bid", will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the Contractor to furnish all the City's liquid alum requirements.
- d. Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price or to any other compensation.

7. Delivery

The Contractor shall make deliveries of liquid alum upon request in single-unit cargo trailers of minimum 4000-gallon capacity (approximately 26 tons wet weight basis) to the City of San Luis Obispo Water Treatment Plant, 1990 Stenner Creek Road, San Luis Obispo, California 93405.

The Contractor shall make deliveries of liquid alum between the hours of 6:00 a.m. to 12:00 p.m. If the Contractor for any reason cannot make the delivery during the above stated hours, the Contractor shall notify the City and an alternate time will be scheduled.

8. Condition of Cargo Trailers

- a. All cargo trailers and appurtenant valves used for the delivery of the liquid alum, under this specification, 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 liquid alum shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- c. All trailer ports used for the loading or delivery of liquid alum shall be secured with appropriate tamper-proof, security seal verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

9. Safety Requirement

Truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration, when unloading the liquid alum.

10. Marking

Each package shall carry a clear identification of the material and shall carry the current proper precautionary information as required.

11. Spillage

- a. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of liquid alum.
- b. The Contractor shall be notified immediately of any spillage which is not cleaned up by the truck driver.

- c. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the City forces at a minimum charge of \$150 per hour and shall be billed to the Contractor.
- d. The Contractor shall pay for the repair of areas damaged by the spillage of liquid alum.

12. Placement of Orders

The City shall notify the Contractor a minimum of four (4) days in advance of the requirements for each delivery.

13. City Contacts

In the event a problem and/or question arise(s) regarding this specification, the Contractor may contact Dean Furukawa, Water Treatment Plant Supervisor at (805)781-7566.

# SPECIFICATION

## SODIUM SILICOFLUORIDE

1. Requirement

It is required that a contractor be established to furnish, in accordance with these specifications, all of the City's requirements for sodium silicofluoride during the period of February 1, 2017 through January 31, 2018 (12 months).

2. General

The sodium silicofluoride shall conform with the American Water Works Association's Standard for sodium silicofluoride B702-11 or current revision; except as modified or supplemented herein.

3. Quality

a. The sodium silicofluoride shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the sodium silicofluoride has been added, or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

b. The sodium silicofluoride, delivered under this specification, shall conform to the following:

- (1) Free of stones, sticks, paper, or particles of other foreign matter.
- (2) Not more than .05 percent of the "heavy metals", such as mercury, lead, bismuth and copper (expressed as lead (Pb), and no other soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects.
- (3) The material shall be a fine, dry powder **containing no lumps and shall be free-flowing** and suitable for storage in closed hopper bins and for feeding with a standard dry feeder.
- (4) The material shall meet the following requirements at least 98 percent through US Standard Sieve No. 40, less than 25 percent through US Standard Sieve No. 325.
- (5) The sodium silicofluoride shall have a minimum of 98 percent (dry basis) sodium silicofluoride (NaSiF), which corresponds to approximately 59.4 percent fluoride ions.
- (6) Insoluble matter shall not exceed 0.5 percent.
- (7) Moisture shall not exceed 0.5 percent.

**A brand which has met all requirements previously is LCI LTD, KC Industries LLC, Mulberry, FL 33860. Any product supplied must be of at least equal quality.**

4. Affidavit of Compliance

a. **The Contractor shall submit an affidavit of compliance with these specifications for each delivery of sodium silicofluoride as delivered to the City.**

b. The affidavit of compliance shall contain the following:

- Percent insoluble matter
- Percent moisture
- Percent (dry basis) sodium silicofluoride



5. Certified Laboratory Report

- a. **A certified laboratory report shall be submitted prior to the first sodium silicofluoride delivery to the City, and when a significant change occurs in the Contractor's process.** This report shall contain the following:

Percent insoluble matter  
Percent moisture content  
Percent heavy metals expressed as lead (Pb)  
Percent (dry basis) sodium silicofluoride  
Sieve analysis

- b. Charges for the certified laboratory reports shall be included in the bid price.

6. Quantity

- a. The estimated requirements for sodium silicofluoride, as listed on the "Invitation for Bid", will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the Contractor to furnish all the City's sodium silicofluoride requirements.
- d. Neither an underrun, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price or to any other compensation.
- e. Typical quantity per order/delivery is 7500 lb. (150 – 50 lb. bags).

7. Delivery

The Contractor shall make deliveries of sodium silicofluoride upon request to the City of San Luis Obispo Water Treatment Plant, 1990 Stenner Creek Road, San Luis Obispo, California, 93405. The Contractor shall make deliveries of sodium silicofluoride between the hours of 6:00 a.m. to 12:00 p.m. If the Contractor for any reason cannot make the delivery during the above stated hours, the Contractor shall notify the City and an alternate time will be scheduled.

8. Containers

Sodium silicofluoride shall be shipped in bulk in 50 lb. bags. The net weight of packages shall not deviate from the recorded weight by more than 2.5 percent.

9. Condition of Containers

- a. All packages shall be carefully examined by the Contractor, prior to shipment. All packages shall be free from physical damage which will cause leakage of material.
- b. Packaged sodium silicofluoride shall be in multi-wall kraft bags, preferably constructed with a polyethylene moisture barrier for better protection during storage.

10. Packing

The Contractor shall pack sodium silicofluoride in containers which comply in every respect with current Hazardous Material Regulations of the Department of Transportation, Code of Federal Regulations.

11. Marking

Each package shall carry a clear identification of the material and shall carry the current proper precautionary information as required.

12. Placement of Orders

The City shall notify the Contractor a minimum of four (4) days in advance of the requirements for each delivery.

13. City Contacts

In the event a problem and/or question arise(s) regarding this specification, the Contractor may contact Dean Furukawa, Water Treatment Plant Supervisor at (805)781-7566.

# SPECIFICATION

## **SODIUM HYPOCHLORITE SOLUTION (12.5%-Bulk Tanker Delivery) (12.5% - Mini Bulk Tanker Delivery for Swim Center)**

1. Requirement

It is required that a contractor be established to furnish, in accordance with these specifications, all of the City's requirements for 12.5 % sodium hypochlorite solution, during the period of February 1, 2017 through January 31, 2018 (12 months).

2. General

The sodium hypochlorite solution shall conform to the American Water Works Association's Standard for hypochlorite, B300-10 or current revision; except as modified or supplemented herein.

Chemical Name:	Sodium Hypochlorite Solution
Chemical Formula:	NaOCl
Concentration:	12.5%
Specific Gravity:	1.19
Unit Weight:	10 pounds/gallon

3. Quality

a. General - The sodium hypochlorite delivered under this specification shall contain no substance in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hypochlorite, nor shall it contain any substance in quantities capable of producing deleterious or injurious effects on Water Resource Recovery Facility discharge that has been treated properly with the sodium hypochlorite.

b. The total free alkali (as NaOH) in sodium hypochlorite shall not exceed 1.5 percent by weight.

4. Affidavit of Compliance

The contractor shall submit an affidavit of compliance with these specifications for each delivery of sodium hypochlorite.

5. Certified Laboratory Report

a. A certified laboratory report shall be submitted prior to the first hypochlorite delivery to the City, and when a significant change occurs in the contractor's process.

b. Charges for the certified laboratory report shall be included in the bid price.

6. Quantity

a. The estimated requirements for sodium hypochlorite, as listed on the 'Invitation for Bid', will vary with the actual demands of the City.

- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the contractor to furnish all the City's sodium hypochlorite requirements.
- d. Neither an under run, regardless of extent, nor an over run, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the contractor to an adjustment in the unit price or any other compensation.

7. Delivery

- a. The contractor shall make deliveries of sodium hypochlorite upon request to the City of San Luis Obispo Water Treatment Plant, 1990 Stenner Creek Road, San Luis Obispo, California 93405, or to the City of San Luis Obispo Water Resource Recovery Facility 35 Prado Road, San Luis Obispo, California, 93401, or to the SLO Swim Center 900 Southwood Dr, San Luis Obispo, 93401.
- b. The contractor shall make deliveries of sodium hypochlorite to the Water Resource Recovery Facility between the hours of 7:30 a.m. to 3:00 p.m. and to the Water Treatment Plant between the hours of 6:00 a.m. to 12:00 p.m. and to the Swim Center Mon-Fri 7:30am to 4:00pm. If the contractor for any reason cannot make the delivery during the above stated hours, the contractor shall notify the City and an alternate time will be scheduled.
- c. The contractor shall provide delivery service on Saturday, Sunday and legal holiday as necessary with order lead time of two days.

8. Condition of Containers

- a. The sodium hypochlorite shall be of 12.5 % available NaOCl by weight, and shipped by tanker truck.
- b. All cargo trailers and appurtenant valves used for the delivery of the sodium hypochlorite, under this specification, 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.
- c. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- d. All trailer ports used for the loading or delivery of sodium hypochlorite shall be secured with appropriate tamper-proof, security seals verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

9. Safety Requirement

Truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration when unloading sodium hypochlorite.

10. Marking

Each container shall carry a clear identification of the material, and shall carry the current proper precautionary information as required by the Department of Transportation and other regulatory agencies.

11. Spillage

- a. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of sodium hypochlorite.

- b. The Contractor shall be notified immediately of any spillage which is not cleaned up by the truck driver.
- c. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the City forces at a minimum charge of \$150 per hour and shall be billed to the Contractor.
- d. The Contractor shall pay for the repair of areas damaged by the spillage of sodium hypochlorite.

12. Placement of Order

The City shall notify the Contractor a minimum of two (2) days in advance of the requirements for each delivery.

13. City Contacts

In the event a problem and/or question arises regarding this specification, the Contractor may contact Dean Furukawa, Water Treatment Plant Supervisor at (805)781-7566, Howard Brewen, Water Resource Recovery Facility Supervisor, at (805)781-7240, or Andrew Collins, Facilities Maintenance Supervisor, at (805)781-7219.

**SPECIFICATION**  
**SODIUM BISULFITE SOLUTION**  
**(25% Bulk Tanker Delivery)**

1. Requirement

It is required that a Contractor be established to furnish in accordance with these specifications, all of the City's requirements for sodium bisulfite solution during the period of February 1, 2017 to January 31, 2018 (12 months)

2. General

Chemical Name:	Sodium Bisulfite Solution
Chemical Formula:	NaHSO <sub>3</sub>
Concentration:	25%
Specific Gravity:	1.19
Unit Weight:	9.92 pounds/gallon

3. General Impurities

The sodium bisulfite supplied under this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on Water Resource Recovery Facility discharge that has been treated properly with the sodium bisulfite.

4. Quantity

- a. The estimated requirements for sodium bisulfite, as listed previously, will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the Contractor to furnish all the City's sodium bisulfite requirements.
- d. Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price nor to any other compensation.

5. Delivery

- a. The Contractor shall make deliveries of sodium bisulfite upon request to the City of San Luis Obispo Water Resource Recovery Facility (WRRF), 35 Prado Road, San Luis Obispo, California, 93401.
- b. The Contractor shall make deliveries of sodium bisulfite solution between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday. If, for any reason, the Contractor cannot make the delivery during the above-listed hours, the Contractor shall notify the City, and an alternate time will be

scheduled.

- c. The Contractor shall deliver sodium bisulfite solution in bulk tank-trucks, of a minimum 4,000 gallon capacity to fill the WRRF's two (2) 5,500 gallon tanks.
- d. The contractor shall provide delivery service on Saturday, Sunday and legal holidays as necessary with an order lead time of two days.

6. Condition of Cargo Trailers

- a. All cargo trailers and appurtenant valves used for the delivery of the sodium bisulfite solution, under this specification, 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 sodium bisulfite solution shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- c. All trailer ports used for the loading or delivery of sodium bisulfite solution shall be secured with appropriate tamper-proof, security seal verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

7. Safety Requirement

Contractor truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration, when unloading the sodium bisulfite solution.

8. Marking

Each container shall carry a clear identification of the material, and shall carry the current proper precautionary information as required by the Department of Transportation and other regulatory agencies.

9. Spillage

- a. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of sodium bisulfite solution.
- b. The Contractor shall be notified immediately of any spillage which is not cleaned up by the truck driver.
- c. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the City forces at a minimum charge of \$150 per hour and shall be billed to the Contractor.
- d. The Contractor shall pay for the repair of areas damaged by the spillage of sodium bisulfite solution.

10. Placement of Orders

The City shall notify the Contractor a minimum of two (2) days in advance of the requirements for each delivery.

11. City Contacts

In the event of a problem, or if a question arises regarding this specification, the Contractor may contact Howard Brewen, Water Resource Recovery Facility Supervisor, at (805)781-7240.

# SPECIFICATION

## FERROUS CHLORIDE SOLUTION (35% Bulk Tanker Delivery)

1. Requirement

It is required that a Contractor be established to furnish, in accordance with these specifications, all of the City's requirements for ferrous chloride solution during the period of February 1, 2017 through January 31, 2018 (12 months).

2. General

Chemical Name:	Ferrous Chloride Solution
Chemical Formula:	FeCl
Concentration:	35%
Specific Gravity:	1.37
Unit Weight:	11.4 pounds/gallon

3. General Impurities

The ferrous chloride solution supplied under this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the Water Resource Recovery Facility waste stream that has been treated properly with the ferrous chloride.

4. Quantity

- a. The estimated requirements for ferrous chloride solution, as listed previously, will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the Contractor to furnish all the City's ferrous chloride solution requirements.
- d. Neither an under run, regardless of extent, nor an over run, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price nor to any other compensation.

5. Delivery

- a. The Contractor shall make deliveries of ferrous chloride solution upon request to the City of San Luis Obispo Water Resource Recovery Facility (WRRF), 35 Prado Road, San Luis Obispo, Ca, 93401.
- b. The Contractor shall make deliveries of ferrous chloride solution between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday. If, for any reason, the Contractor cannot make the delivery during the above-listed hours, the Contractor shall notify the City, and an alternate time will be scheduled.



- c. The Contractor shall deliver ferrous chloride solution in bulk tank-trucks, of minimum 4,000 gallon capacity, to fill the City's two (2) 3,600 gallon tanks.

6. Condition of Cargo Trailers

- a. All cargo trailers and appurtenant valves used for the delivery of the ferrous chloride solution, under this specification, 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 ferrous chloride solution shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- c. All trailer ports used for the loading or delivery of ferrous chloride solution shall be secured with appropriate tamper-proof, security seal verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

7. Safety Requirement

Contractor truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration, when unloading the ferrous chloride solution.

8. Marking

Each container shall carry a clear identification of the material, and shall carry the current proper precautionary information as required by the Department of Transportation and other regulatory agencies.

9. Spillage

- a. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of ferrous chloride solution.
- b. The Contractor shall be notified immediately of any spillage which is not cleaned up by the truck driver.
- c. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the City forces at a minimum charge of \$150 per hour and shall be billed to the Contractor.
- d. The Contractor shall pay for the repair of areas damaged by the spillage of ferrous chloride solution.

10. Placement of Orders

The City shall notify the Contractor a minimum of two (2) days in advance of the requirements for each delivery.

11. City Contacts

In the event of a problem, or if a question arises regarding this specification, the Contractor may contact Howard Brewen, Water Resource Recovery Facility Supervisor, at (805)781-7240.

## SPECIFICATION

### SODIUM HYDROXIDE – LIQUID CAUSTIC SODA (25% BULK TANKER DELIVERY)

1. Requirement

It is required that a contractor be established to furnish, in accordance with these specifications, all of the City's requirements for sodium hydroxide solution, during the period of February 1, 2017 through January 31, 2018 (12 months).

2. General

- a. The sodium hydroxide solution supplied shall conform to the American Water Works Association's standard for caustic soda B501-13 or current revision, except as modified or supplemented herein.
- b. The contractor must be able to supply sodium hydroxide solution in 25% solution.

Chemical Name:	Sodium Hydroxide Solution
Chemical Formula:	NaOH
Concentration:	25.0%
Specific Gravity:	1.28
Unit Weight:	10.68 pounds/gallon

3. Quality

The sodium hydroxide solution supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the sodium hydroxide solution, or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

4. Affidavit of Compliance

The contractor shall submit an affidavit of compliance with these specifications for each delivery of sodium hydroxide solution to the City.

5. Quantity

- a. The estimated requirements for sodium hydroxide solution, as listed on the "Invitation for Bid", will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the contractor to furnish all the City's sodium hydroxide solution requirements.
- d. Neither an under run, regardless of extent, nor an over run, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the contractor to an adjustment in the unit price nor to any other compensation.

6. Delivery

- a. The contractor shall make deliveries of sodium hydroxide solution in bulk delivery cargo trailers upon request to the City of San Luis Obispo Water Treatment Plant, 1990 Stenner Creek Road, San Luis Obispo, CA, 93405, or to the City of San Luis Obispo Water Resource Recovery Facility, 35 Prado Road, San Luis Obispo, California, 93401.
- b. The contractor shall make deliveries of sodium hydroxide solution to the Water Treatment Plant between the hours of 6:00 a.m. to 12:00 p.m. and to the Water Resource Recovery Facility between the hours of 7:30 a.m. to 3:00 p.m. If the contractor for any reason cannot make the delivery during the above stated hours, the contractor shall notify the City and an alternate time will be scheduled.

7. Condition of Cargo Trailers

- a. All cargo trailers and appurtenant valves used for the delivery of sodium hydroxide solution, under this specification, shall be in good mechanical order and shall be in full compliance with 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 sodium hydroxide solution shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- c. All trailer ports used for the loading or delivery of sodium hydroxide solution shall be secured with appropriate tamper-proof, security seal verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

8. Safety Requirement

The truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration, when unloading the sodium hydroxide solution.

9. Marking

Each container shall carry a clear identification of the material, and shall carry the current proper precautionary information as required by the Department of Transportation and other regulatory agencies.

10. Spillage

- a. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of sodium hydroxide solution.
- b. The Contractor shall be notified immediately of any spillage which is not cleaned up by the truck driver.
- c. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the City forces at a minimum charge of \$150 per hour and shall be billed to the Contractor.
- d. The Contractor shall pay for the repair of areas damaged by the spillage of sodium hydroxide solution.

11. Placement of Order

The City shall notify the Contractor a minimum of two (2) days in advance of the requirements for each delivery.

12. City Contacts

In the event a problem and/or question arises regarding this specification, the Contractor may contact Dean Furukawa, Water Treatment Plant Supervisor at (805)781-7566 or Howard Brewen, Water Resource Recovery Facility Supervisor at (805)781-7240.

# SPECIFICATION

## LIQUID CATIONIC POLYMER

### 1. Requirement

It is required that a Contractor be established to furnish, in accordance with these specifications, all of the City's requirements for cationic polymer during the period of February 1, 2017 through January 31, 2018 (12 months).

### 2. Quality

a. The liquid cationic polymer delivered under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the liquid cationic polymer has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.

b. The liquid cationic polymer delivered to the Water Treatment Plant under this agreement shall conform to the following:

- (1) USEPA approved for use in potable waters at dosages up to 50 mg/liter;
- (2) Active polymer of  $20 \pm 1$  percent;
- (3) Free of biological contamination; and
- (4) No more than 5 mg/l iron.

c. The liquid cationic polymer delivered to the Water Resource Recovery Facility under this agreement shall conform to the following:

- (1) Demonstrates sufficient liquids-solids separation by onsite jar testing;
- (2) Viscosity at 40° C to be greater than 20.5 mm<sup>2</sup>/s;
- (3) Readily biodegradable; and
- (4) Specific gravity: 1.00 - 1.

### 3. Affidavit of Compliance

a. The Contractor shall submit an affidavit of compliance with these specifications for each delivery of liquid cationic polymer as delivered to the City.

b. The affidavit of compliance shall contain:

- (1) Percent active polymer;
- (2) Pounds per gallon; and
- (3) Date of manufacture.

### 4. Certified Laboratory Report

a. A certified laboratory report shall be submitted prior to the first liquid cationic polymer delivery to the City, and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following:

- (1) Percent active polymer;

- (2) Pounds per gallon;
- (3) Date of manufacture;
- (4) Specific gravity;
- (5) Iron; and
- (6) pH.

b. Charges for the certified laboratory reports shall be included in the bid price.

5. City-Approved Cationic Polymers

The following are the only current City-approved cationic polymers for Water Treatment Plant:

<u>Manufacturer</u>	<u>Product</u>
Calgon Corporation	CAT Flocc-TL
Sweetwater Chemical Co. (Sterling Water Technologies)	SW102
Polydyne	Clarifloc (R) C-4420

The following are the only current City-approved cationic polymers for Water Resource Recovery Facility:

<u>Manufacturer</u>	<u>Product</u>
Aqua Ben Corporation	Hydrofloc 750B
Polydyne	Clarifloc (R) C-6265

6. Qualification Requirements for City Approval

To achieve City approval, for future bid purposes a prospective Contractor's liquid cationic polymer shall meet the following requirements:

- a. All the requirements of these specifications.
- b. Performance criteria established by the City:
  - (1) A screening evaluation conducted on a laboratory scale performed by City personnel. (Prospective Contractor shall furnish at least 100 ml of liquid cationic polymer for this evaluation).
  - (2) If the laboratory evaluation demonstrates the liquid cationic polymer to be effective, under laboratory conditions, then a plant-scale evaluation shall be performed.
  - (3) For the plant-scale evaluation, the prospective Contractor shall furnish liquid cationic polymer in the amount established by the City. The prospective Contractor shall be reimbursed for the liquid cationic polymer at its current market value; but in no case, shall this amount exceed the current contract price paid by the City for bulk liquid cationic polymer.
  - (4) Performance evaluations shall be performed at the convenience of the City and may be witnessed by the prospective Contractor.
  - (5) Supply a list of municipalities that has used the chemicals in the last year.

7. Quantity

- a. The estimated requirements for liquid cationic polymer, as listed on the "Invitation for Bid", will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this agreement to require the Contractor to furnish all the City's liquid cationic polymer requirements.
- d. Neither an under run, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price or to any other compensation.
- e. Typical quantity per order/delivery is 8 – 55 gallon drums for Water Treatment Plant, and typical quantity per order/delivery is 1 – 275 gallon tote for Water Resource Recovery Facility.

8. Delivery

The Contractor shall make deliveries of liquid cationic polymer upon request to the City of San Luis Obispo, Water Treatment Plant, Stenner Creek Road, San Luis Obispo, California, 93401 in 55 gallon drums or to the City of San Luis Obispo Water Resource Recovery Facility, 35 Prado Road, San Luis Obispo, CA 93401 in 275 gallon tote. The Contractor shall make deliveries of liquid cationic polymer between the hours of 6:00 a.m. to 12:00 p.m. and to the Water Resource Recovery Facility between the hours of 7:30 a.m. to 3:00 p.m. If the Contractor for any reason cannot make the delivery during the above stated hours, the Contractor shall notify the City and an alternative time will be scheduled.

9. Condition of Containers

Cationic polymer shall be shipped in bulk; in non-returnable plastic drums of 454 lbs. net weight or in other DOT approved containers for Water Treatment Plant. Cationic polymer shall be shipped in plastic tote of 275 gallons for Water Resource Recovery Facility.

10. Markings

Each shipment shall be identified as to product net weight, name of manufacturer and brand name. Packaged product shall show a lot number or identification of manufacturer. All markings shall conform to DOT regulations.

11. Placement of Orders

The City shall notify the Contractor a minimum of three (3) days in advance of the requirements of each delivery.

12. City Contacts

In the event a problem and/or question arise regarding this specification, the Contractor may contact Dean Furukawa, Water Treatment Plant Supervisor at 805-781-7566 or Howard Brewen, Water Resource Recovery Facility Supervisor at 805-781-7240.

# SPECIFICATION

## CALCIUM HYDROXIDE

1. Requirement

It is required that a Contractor be established to furnish in accordance with these specifications, all of the City's requirements for calcium hydroxide during the period of February 1, 2017 to January 31, 2018 (12 months)

2. General

Chemical Name: Calcium Hydroxide

Chemical Formula:  $\text{Ca(OH)}_2$

Concentration: 42-47%

Specific Gravity: 1.35

Unit Weight: 5 pounds/gallon

3. General Impurities

The calcium hydroxide supplied under this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on Water Resource Recovery Facility discharge that has been treated properly with calcium hydroxide.

4. Quantity

- a. The estimated requirements for calcium hydroxide as listed previously, will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the Contractor to furnish all the City's calcium hydroxide requirements.
- d. Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price nor to any other compensation.

5. Delivery

- a. The Contractor shall make deliveries of calcium hydroxide upon request to the City of San Luis Obispo Water Resource Recovery Facility, 35 Prado Road, San Luis Obispo, California, 93401.
- b. The Contractor shall make deliveries of calcium hydroxide between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday. If, for any reason, the Contractor cannot make the delivery during the above-listed hours, the Contractor shall notify the City, and an alternate time will be scheduled.
- c. The Contractor shall deliver calcium hydroxide in bulk tank-trucks, of minimum 3,500 gallon capacity to fill the City's two (2) 5,000 gallon tanks.

- d. The contractor shall provide delivery service on Saturday, Sunday and legal holidays as necessary. With an order lead time of two days.

6. Condition of Cargo Trailers

- a. All cargo trailers and appurtenant valves used for the delivery of the calcium hydroxide solution, under this specification, 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 calcium hydroxide solution shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- c. All trailer ports used for the loading or delivery of calcium hydroxide shall be secured with appropriate tamper-proof, security seal verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

7. Safety Requirement

Contractor truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration, when unloading the calcium hydroxide solution.

8. Placement of Orders

The City shall notify the Contractor a minimum of two (2) days in advance of the requirements for each delivery.

9. City Contacts

In the event of a problem, or if a question arises regarding this specification, the Contractor may contact Howard Brewen, Water Resource Recovery Facility, at (805)781-7240.



# SPECIFICATION

## MURIATIC ACID SOLUTION (15.0%- Mini Bulk Tanker Delivery)

1. Requirement

It is required that a contractor be established to furnish, in accordance with these specifications, all of the City's requirements for 15.0 % muriatic acid solution, during the period of February 1, 2017 through January 31, 2018 (12 months).

2. General

The muriatic acid solution shall conform to common pool industry standards.

Chemical Name:	Muriatic Acid Solution
Chemical Formula:	HCL
Concentration:	15.0%
Specific Gravity:	1.16
Unit Weight:	10 pounds/gallon

3. Quality

a. General - The muriatic acid solution delivered under this specification shall contain no substance in quantities capable of producing deleterious or injurious effects on the health of those utilizing a public aquatics facility that has been treated properly with the muriatic acid, nor shall it contain any substance in quantities capable of producing deleterious or injurious effects on aquatics facility equipment that has been treated properly with the muriatic solution.

4. Quantity

- a. The estimated requirements for muriatic acid, as listed on the 'Invitation for Bid', will vary with the actual demands of the City.
- b. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.
- c. It is the intent of this specification to require the contractor to furnish all the City's muriatic acid solution requirements.
- d. Neither an under run, regardless of extent, nor an over run, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the contractor to an adjustment in the unit price or any other compensation.

5. Delivery

b. The contractor shall make deliveries of muriatic acid solution upon request to the City of San Luis Obispo, to the SLO Swim Center 900 Southwood Dr, San Luis Obispo, 93401.

- b. The contractor shall make deliveries of muriatic acid solution to the SLO Swim Center between the hours of 7:30am to 4:00pm Mon - Fri. If the contractor for any reason cannot make the delivery during the above stated hours, the contractor shall notify the City and an alternate time will be scheduled.

6. Condition of Containers

- a. The muriatic acid solution shall be of 15.0 % available HCl by weight, and shipped by tanker truck.
- b. All cargo trailers and appurtenant valves used for the delivery of the muriatic acid solution, under this specification, 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.
- c. All appurtenant valves, pumps, and discharge hoses used for the delivery of muriatic acid solution shall be clean and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- d. All trailer ports used for the loading or delivery of muriatic acid solution shall be secured with appropriate tamper-proof, security seals verifying the shipment has not been breached in transit. If seals are not intact, this will constitute a reason for rejection of the load.

7. Safety Requirement

Truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Administration when unloading muriatic acid solution.

8. Marking

Each container shall carry a clear identification of the material, and shall carry the current proper precautionary information as required by the Department of Transportation and other regulatory agencies.

9. Spillage

- a. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of muriatic acid solution.
- b. The Contractor shall be notified immediately of any spillage which is not cleaned up by the truck driver.
- c. Any spillage not cleaned up within four (4) hours of notification will be cleaned up by the City forces at a minimum charge of \$150 per hour and shall be billed to the Contractor.
- d. The Contractor shall pay for the repair of areas damaged by the spillage of muriatic acid solution.

10. Placement of Order

The City shall notify the Contractor a minimum of two (2) days in advance of the requirements for each delivery.

11. City Contacts

In the event a problem and/or question arises regarding this specification, the Contractor may contact Andrew Collins, Facilities Maintenance Supervisor, at (805)781-7219.

## Section B

# GENERAL TERMS AND CONDITIONS

### PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all of the terms, and conditions of the Invitation for Bids (IFB) or Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the IFB/RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
  - a. The insurance carrier and its A.M. Best rating.
  - b. Scope of coverage and limits.
  - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

7. **Cooperative Purchasing.** During the term of the contract, the successful bidder will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful bidder.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

## **CONTRACT AWARD AND EXECUTION**

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverage's and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License and Tax.** The Contractor must have a valid City of San Luis Obispo business tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

## **CONTRACT PERFORMANCE**

14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30).
25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance

of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

28. **Hold Harmless and Indemnification.** *The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*
29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

## Section C

# SPECIAL TERMS AND CONDITIONS

### *Specification No. 91528*

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive bidder.
2. **Sales Tax Reimbursement.** For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive bidder.
3. **Labor Actions.** In the event that the successful bidder is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible, responsive bidder and to accept the next acceptable low proposal from a bidder that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive bidder.
4. **Failure to Accept Contract.** The following will occur if the bidder to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next lowest responsible, responsive bidder who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.** The supplies or services identified in these specifications will be used by the City between February 1, 2017 and January 31, 2018. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the bidder in its proposal.
6. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional year. During this extended period, unit prices may not be increased by more than the percentage change in the US consumer price index for All Urban Consumers (CPI-U).
7. **Estimated Quantities.** The quantities indicated in the Detail Proposal Submittal Form are estimates based on past purchasing experience, and will be used to determine the lowest overall proposal. Actual quantities purchased during the period of this contract may vary from these estimated amounts as required by the City.
8. **Supplemental Purchases.** Supplemental purchases may be made from the successful bidder during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the bidder shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the bidder is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
9. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, itemized by up to 20 cost centers, with attached copies of work order forms or detail invoices (standard color or copy to be agreed upon) as supporting detail.

10. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
11. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the bidder, and the City shall be the sole judge in making this determination.
12. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this IFB or RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo after authorization to proceed by the City.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Recycled Products.** A ten percent preference, not to exceed one thousand dollars per contract, will be given to recycled products. The fitness and quality of the recycled product must be at least equal to un-recycled products as determined by the City. The preference percentage shall be based on the lowest price quoted by the supplier or suppliers offering non-recycled products. Price preferences may be offered in excess of the ten percent ceiling established in this section if it can be shown that purchase of a recycled product or material will result in greater long-term savings to the City.
15. **Submittal of References.** Each bidder shall submit a statement of qualifications and references on the form provided in the IFB/RFP package.
16. **Statement of Contract Disqualifications.** Each bidder shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the IFB/RFP package.
17. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.



To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

## Section D

# FORM OF AGREEMENT

### AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and \_\_\_\_\_, hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, City invited bids for chemicals to treat water and wastewater per Specification No. 91528.

WHEREAS, pursuant to said invitation, Contractor submitted a proposal that was accepted by City for said chemicals and services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until January 31, 2018. The term of the contract may be extended by mutual consent for an additional year. During this extended period, unit prices may not be increased by more than the percentage change in the US consumer price index for All Urban Consumers (CPI-U).

2. **INCORPORATION BY REFERENCE.** City Specification No. 91528 and Contractor's proposal dated \_\_\_\_\_ are hereby incorporated in and made a part of this Agreement. To the extent that there are any conflicts between the City's specification and this Agreement and the Contractor's proposal, the terms of the City's specification and this Agreement shall prevail, unless specifically agreed otherwise in writing signed by both parties.

3. **CITY'S OBLIGATIONS.** For providing chemicals and services as specified in this Agreement, City will pay and Contractor shall receive payments based upon the actual quantities ordered and received by City and the unit prices bid by Contractor.

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to provide chemicals and services as described in Exhibit A attached hereto and incorporated into this Agreement.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

**City** Utilities Director  
City of San Luis Obispo  
879 Morro Street  
San Luis Obispo, CA 93401

**Contractor** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

*Note: This agreement will be appropriately amended for the Swim Center contract.*

## Section E

### INSURANCE REQUIREMENTS

#### *Operation & Maintenance Contracts*

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the products and materials supplied to the City. The cost of such insurance shall be borne by the Contractor.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001);
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/ or hazardous materials.
3. Contractor's Pollution Liability Insurance coverage covering the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

**Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1. \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit;
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Contractor's Pollution Liability: \$1,000,000 per claim or occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: products and completed operations of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

**Verification of Coverage.** The Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

# PROPOSAL SUBMITTAL FORM

Sample A

The undersigned declares that she or he has carefully examined Specification No. 91528 which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

BID ITEM: Chemicals for Water, Wastewater, and Swim Center

A	Liquid Alum Price per ton delivered (Tanker Load)	Water	\$
B	Sodium Silicofluoride Price per ton delivered	Water	\$
C	Sodium Hypochlorite Solution Price per gallon delivered (tanker load)	Water	\$
		Wastewater (include tax at 8.75%)	\$
		Swim Center (include tax at 8.75%)	\$
D	Sodium Bisulfite Solution Price per gallon delivered (tanker load)	Wastewater (include tax at 8.75%)	\$
E	Ferrous Chloride Solution Price per ton delivered (tanker load)	Wastewater (include tax at 8.75%)	\$
F	Sodium Hydroxide Solution Price per gallon delivered (25% solution) (tanker load)	Water	\$
		Wastewater (include tax at 8.75%)	\$
G	Liquid Cationic Polymer Price per ton delivered	Water	\$
	Liquid Cationic Polymer Price per gallon delivered	Wastewater (include tax at 8.75%)	\$
H	Calcium Hydroxide Price per ton delivered	Wastewater (include tax at 8.75%)	\$
I	Liquid Muriatic Acid	Swim Center (include tax at 8.75%)	\$

\*\* INCLUDE PESTICIDE ASSESSMENT TAX ON ALL CHEMICALS WHERE APPLICABLE.

\*\* BULK TANKER LOAD CAPACITY IS A MINIMUM 4,000 GALLONS.

Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.

***Firm Name and Address***

<i>Contact</i>	<i>Phone</i>

***Signature of Authorized Representative***

	<i>Date</i>
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**REFERENCES**

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_\_\_\_\_.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference No. 1**

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

**Reference No. 2**

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

**Reference No. 3**

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	



