



INVITATION FOR QUOTE

(IFQ-18-013)

for the

Supply and Delivery of Sodium Tripolyphosphate (STPP)

Contract Period: May 1, 2019 to April 30, 2020

Issued: March 8, 2019

Pre-Quote Meeting:

No Pre-Quote Meeting will be held.

Questions Regarding this IFQ Due:

Wednesday, March 27, 2019, 10 a.m. PST

Melody Wu, Project Administrator

E-mail: procurement1@wrd.org

QUOTE DUE:

Monday, April 8, 2019, 4 p.m. PST

Submit Sealed Quote To:

Attn: Melody Wu, Project Administrator

Water Replenishment District of Southern California

4040 Paramount Boulevard

Lakewood, CA 90712

Phone: (562) 921-5521

www.wrd.org



NOTICE TO BIDDERS

Invitation for Quote for the Supply and Delivery of Sodium Tripolyphosphate

PURPOSE: The Water Replenishment District of Southern California (WRD or District) is seeking quotes from qualified and experienced firms (also referred to as “Contractor” or “bidder” herein) to supply and deliver Sodium Tripolyphosphate to one or more of the three WRD water treatment facilities located in southern Los Angeles County.

This Invitation for Quote (IFQ) describes the required scope of work and specifications, the information that must be included in the quote, and the bidding process. Contractors are encouraged to carefully review this IFQ in its entirety prior to submitting their quotes. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This IFQ is available for downloading from the WRD website: <http://wrd.org/content/business-opportunities>.

SOLICITATION SCHEDULE: Milestones for the IFQ process are summarized in the table below. The District reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested bidders.

IFQ Issued by WRD	March 8, 2019
Pre-Quote Meeting	Not applicable
Deadline for Questions Regarding this IFQ	Wednesday, March 27, 2019, 10 a.m.
Quotes Due	Monday, April 8, 2019, 4 p.m.
WRD Board Awards Contract	Week of May 1, 2019

PRE-QUOTE MEETING: No Pre-Quote Meeting will be held at this time.

QUESTIONS REGARDNG THIS IFQ: All questions regarding the technical aspects or general requirements/provisions of this IFQ must be directed in writing to Melody Wu, Project Administrator, via e-mail: procurement1@wrd.org, with the subject heading “**Question – IFQ-18-013**” by no later than **Wednesday, March 27, 2019, 10 a.m.** WRD will only accept questions within the deadline listed above.

Questions received from prospective bidders and responses from WRD, will be formally documented in a Question and Answer (Q&A) table that will be issued periodically and posted on the WRD website: <http://wrd.org/content/business-opportunities>. The Q&A table will be updated regularly as questions are received from prospective bidders.



DEADLINE FOR QUOTES: Three (3) hard copies and one (1) electronic copy of the quote must be received in a sealed envelope by WRD no later than **Monday, April 8, 2019, 4 p.m.**, or such later time that WRD may announce by addendum to bidders at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior “QUOTE for Supply and Delivery of Sodium Tripolyphosphate (IFQ-18-013)” and with the name and address of the Contractor. Envelopes containing quotes will be time stamped upon receipt by WRD.

Quotes must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Quotes received after the deadline will not be considered under any circumstances. Faxed or e-mailed quotes will not be accepted. WRD reserves the right to reject any and/or all quotes received.

PUBLIC OPENING OF QUOTES: All quotes shall be publicly opened at the date and time specified above and at the following address:

Board Room
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Thereafter, quotes shall not be released until WRD has reviewed them and award has been approved by the WRD Board of Directors. At that time, quotes shall become public.

Only the WRD Board of Directors has authority to award a Contract. A Contract is not in effect until the Board of Directors makes an award and Contract (including insurance and bonds, if applicable) are signed, submitted, and approved.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1.0 INTRODUCTION	1
2.0 BACKGROUND AND SPECIFICATIONS (EXHIBIT A)	1
3.0 CHEMICAL SPECIFICATIONS (EXHIBIT B).....	1
4.0 DESIRED QUALIFICATIONS	1
5.0 INSTRUCTIONS FOR THE QUOTE.....	2
5.1 PREPARATION OF QUOTE	2
5.2 EXAMINATION OF THE IFQ.....	2
5.3 DISCREPANCIES IN THE IFQ	2
5.4 ORAL STATEMENTS.....	3
5.5 DEVIATIONS	3
5.6 MINIMUM ORDERS.....	3
5.7 QUOTE REJECTION.....	3
5.8 REQUESTS FOR ADDITIONAL INFORMATION.....	3
5.9 WITHDRAWAL OF QUOTE.....	3
5.10 IFQ REVISIONS AND ADDENDA.....	4
5.11 CONFIDENTIALITY.....	4
5.12 REQUIRED QUOTE CONTENTS	5
5.12.1 Title Page	5
5.12.2 Cost Table (Exhibit C).....	5
5.12.3 Chemical Data Sheet (Exhibit D)	5
5.12.4 Acceptance Letter (Exhibit E)	6
5.12.5 References.....	6
5.12.6 Small Business Enterprise (SBE).....	6
5.12.7 Other Information	7
6.0 WRD STANDARD CONTRACT (EXHIBIT F)	7
7.0 AWARD OF CONTRACT.....	7
7.1 ENTIRE CONTRACT	8
7.2 CONTRACT AMENDMENTS.....	8
7.3 TERM OF CONTRACT.....	8
7.4 CONTRACT PRICING.....	9
7.5 INVOICING	9
7.6 INSURANCE.....	9
7.7 BIDDER PROTEST OF AWARD	9
8.0 LEGAL POLICIES.....	10
8.1 COMPLIANCE.....	10



TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
8.2 GOVERNING LAWS AND REQUIREMENTS	10
8.3 CONFLICT OF INTEREST	10
8.4 BUSINESS LICENSE	10
8.5 DISCLOSURES.....	10



INVITATION FOR QUOTE

for the

Supply and Delivery of Sodium Tripolyphosphate

1.0 INTRODUCTION

The Water Replenishment District of Southern California (WRD or District) is a State Special District that was established in 1959 under the California Water Code (Division 18, §60000 through §60622) to manage the groundwater resources within the Central Basin and West Coast Basin in southern Los Angeles County. WRD's mission is to provide, protect, and preserve high-quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of these groundwater basins. The aquifers in the Central Basin and West Coast Basin provide for about 40 percent of the total water needs for the people and businesses in the 43 cities covering WRD's 420-square mile service area.

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, recycled water, and stormwater, prevents seawater intrusion through injection of imported water and recycled water into coastal barrier wells, protects and preserves groundwater quality through monitoring, testing, data analysis, and treatment, and ensures a future supply of reliable groundwater through planning, conjunctive use, and development of new projects. More information regarding the WRD can be found at www.wrd.org.

2.0 BACKGROUND AND SPECIFICATIONS (EXHIBIT A)

Exhibit A provides background of the WRD treatment plants and the specifications required for the scope of work described herein.

3.0 CHEMICAL SPECIFICATIONS (EXHIBIT B)

Exhibit B provides the chemical specifications for Sodium Tripolyphosphate.

4.0 DESIRED QUALIFICATIONS

The following criteria must be met by the Contractor.

1. Demonstrate at least 10 years of experience in procuring and delivering chemicals to water/wastewater treatment plants of similar size in Southern California.
2. Evidence of adequate staffing of professional and technical personnel to perform in the manner required by WRD. Identify site representative(s) who shall be responsible for the supply and delivery of chemicals. These site representative(s) must possess at least 5

years of experience in delivering similar chemicals to other water/wastewater treatment plants and possess the minimum required certifications to perform the work.

3. Commitment to providing a single Sales/Project/Program Manager in the State of California authorized to represent the Contractor as the primary point of contact to furnish, deliver, and install products ordered by WRD. This Sales Manager must have at least 5 years (total, within or outside current firm) of experience in chemical procurement and delivery.
4. Demonstrate adherence to a robust safety program, which includes comprehensive safety policies and emergency response procedures, complete and accurate recordkeeping, efforts to minimize violations, accidents, and injuries, etc.
5. Commitment to customer service and can be available 24 hours in the event of an emergency.

5.0 INSTRUCTIONS FOR THE QUOTE

5.1 PREPARATION OF QUOTE

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of quotes, including any site visits. Bidders responding to this IFQ will be solely responsible for all costs and expenses incurred during the selection process. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Quote and shall be disregarded by WRD. Any changes or corrections in the Quote must be initialed in ink by the person signing the Quote. Contractor shall quote his lowest price and best delivery date as no changes are permitted after the public opening. No telephonic, telegraphic, or fax Quotes are acceptable.

NOTE: All pages of the IFQ and submitted quote documents will be attached as part of the final Contract.

5.2 EXAMINATION OF THE IFQ

Contractor is responsible for examining the IFQ and submitting his Quote complete and in conformance with the instructions provided herein.

5.3 DISCREPANCIES IN THE IFQ

If Contractor finds discrepancies in or omissions from the IFQ; if the intent of the IFQ is not clear; or if provisions of the Specifications restrict the Contractor from bidding; he may request in writing that the deficiency(s) be modified. Such request must be received by WRD at least five (5) working days before the public opening date. Contractors will be notified by Addendum of any approved changes in the IFQ.

5.4 ORAL STATEMENTS

WRD shall not be bound by oral statements made by any employee or agent concerning this IFQ. If Contractor requires specific information, Contractor must request it in writing and may obtain a reply in writing from WRD.

5.5 DEVIATIONS

Any minor deviation from the Specifications may be waived by WRD if said deviation does not detract from or impair the use and value of the materials delivered to WRD. The Contractor must state in their Quote and/or on additional sheets of paper if necessary, any and all deviations from the Specifications.

5.6 MINIMUM ORDERS

No minimum orders will be permitted. A Quote indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract period.

5.7 QUOTE REJECTION

WRD reserves the right to accept or reject any or all quotes received in response to this IFQ or cancel in whole or part of the selection process if it is in the best interest of the District to do so. Alternatively, the District reserves the right to waive any minor irregularity or informality in any quote received that does not affect the validity of the quote or does not give the Contractor a competitive advantage over other bidders.

5.8 REQUESTS FOR ADDITIONAL INFORMATION

All Quotes shall be afforded fair and equal treatment with respect to any opportunity for clarification. WRD reserves the right to request clarification of information submitted and to request additional information from any or all bidders. The District may require any evidence it deems necessary, such as documentation regarding the Contractor's financial stability or safety records, before any contract is awarded. In conducting discussions with Contractors, there shall be no disclosure of information derived from quotes submitted by competing firms.

5.9 WITHDRAWAL OF QUOTE

Quotes may be withdrawn by Contractors at any time before the deadline for submission of quote set forth in the IFQ. To be effective, written notice of such withdrawal must be received by the District before the deadline for submission of quotes. Any such withdrawal will be without prejudice to the submission of a new quote by the same Contractor, so long as the quote is timely submitted and complies with all provisions of the IFQ.

Quotes may not be changed or withdrawn after the deadline for submission of quotes, except that the District may consent to relieve a Contractor from its quote on the grounds of mistake provided that the Contractor establishes to the satisfaction of the District that:

- (a) A mistake was made;
- (b) The Contractor gave WRD written notice within five (5) calendar days after the public opening of the quotes of the mistake, specifying in the notice in detail how the mistake occurred;
- (c) The mistake made the quote materially different from what the Contractor intended it to be; and
- (d) The mistake was made in preparing the quote and not due to error in judgment or to carelessness in examining the IFQ.

If the District consents to relieve a Contractor of its quote after the deadline for submission of quote, the District shall prepare a report documenting that the Contractor has satisfactorily established each of the four elements set forth above. The report shall thereafter be available for inspection as a public record.

5.10 IFQ REVISIONS AND ADDENDA

WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the IFQ. All Addenda shall be issued via e-mail to prospective bidders who were initially forwarded the IFQ via e-mail as well as other prospective bidders who have subsequently provided WRD with their contact information (i.e. e-mail address and telephone number). All Addenda also shall be posted on the WRD website (<http://www.wrd.org/content/business-opportunities>) within a reasonable timeframe prior to the quote due date. If an Addendum is necessary within 72 hours of the quote submittal deadline, WRD, at its discretion, can extend the quote submittal deadline.

Any Addendum issued must be acknowledged by the Contractor by signing and submitting the “Acknowledgment of Addendum” form that shall be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to WRD as part of the quote package that is submitted by the quote due date. Failure to acknowledge any Addenda may result in the quote being considered nonresponsive and subject to rejection.

The Contractor shall be responsible for ensuring that its Quote reflects any and all addenda issued by the District prior to the quote due date. Therefore, the District recommends that the prospective Contractor check the WRD website often prior to making their submission.

5.11 CONFIDENTIALITY

All materials submitted in response to this IFQ will become the property of the WRD and will become public record after award of Contract to the successful Contractor(s). The WRD will not return any Quotes to proposers.

If a Contractor believes any portion of its Quote contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Contractor must

label that information within its proposal as “CONFIDENTIAL”, “TRADE SECRET”, or “PROPRIETARY.” The above restrictions may not include cost or price information. Notwithstanding the foregoing, the District will not be responsible or liable in any way for losses that the Contractor may incur from the disclosure of information or material to third parties.

5.12 REQUIRED QUOTE CONTENTS

To provide a degree of consistency in review of the written quotes, bidders are requested to include the following content in their quotes. Quotes may be deemed nonresponsive if they do not respond to all areas specified below. The following subsections describe the contents required in the quote.

5.12.1 Title Page

Contractor should identify the IFQ title (i.e., QUOTE for Supply and Delivery of Sodium Tripolyphosphate [IFQ-18-013]), name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of quote submission.

5.12.2 Cost Table (Exhibit C)

Exhibit C contains the Cost Table that must be completed and submitted by the Contractor as part of the Quote. The Contractor must indicate the unit pricing for the chemical (s) indicated. The Contractor shall honor the pricing for the entire Contract term, i.e. one (1) year, unless otherwise specified and approved by WRD. The Contractor shall quote his lowest price, as no changes are permitted after the public opening.

The unit price shall be fully-loaded to include all costs to supply and deliver chemicals to any of the three WRD treatment plants. Contractor shall be responsible for and pay all costs of delivery and assume risk of loss and damage to the destination point. WRD shall not pay Contractor nor its subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described in this IFQ, including but not limited to the manufacture and sampling of chemicals, labor, cartage, mileage, equipment, supplies, assessments, surcharges, permits, licenses, overhead, profit, markups, etc. Although WRD does not anticipate compensating the Contractor for any additional items or expenses, any such additional amounts to be charged to WRD should be identified in the quote. Costs NOT identified by the Contractor in Exhibit C may not be added at the time of invoicing.

5.12.3 Chemical Data Sheet (Exhibit D)

Exhibit D contains the Chemical Data Sheet that must be completed and submitted by the Contractor as part of the quote package. The Contractor shall provide the name of the producer, the brand name or product designation, the source of the product to be furnished, proof of NSF/UL certification, and results from an actual analysis of a sample of the product proposed to be furnished (Safety Data Sheets [SDS] does not satisfy this requirement). Upon Contract execution, it is the responsibility of the Contractor to submit a revised Chemical Data Sheet to

WRD if the manufacturer discontinues or replaces a product. Pricing must remain the same for the substitute/replacement product.

5.12.4 Acceptance Letter (Exhibit E)

A principal of the firm authorized to commit the Contractor to the requirements of the IFQ must complete and sign the Acceptance Letter, which is provided as **Exhibit E**, and submit to WRD as part of the quote package. By signing the Acceptance Letter, the Contractor accepts all the terms and conditions set forth in this IFQ and its attachments, including, but not limited to, the WRD Standard Agreement for General Services (see **Exhibit F**), its insurance and indemnification clauses, and all other terms and conditions set forth herein.

5.12.5 References

Contractor shall furnish a list of five (5) current customers for whom the Contractor has provided similar items and quantities preferably to water/wastewater treatment plants in Southern California. The WRD intends to contact these customers to determine product reliability, performance and other information. For each of the customers, provide the following information:

1. Company/agency name;
2. Addresses of the company/agency and associated delivery location(s);
3. Contact name and current phone number and e-mail address of company's/agency's representative intimately familiar with the project, to contact for reference.
4. A description of items, quantities, and delivery frequency provided for the company/agency;
5. Special problems or difficulties encountered, such as delivery issues, spills, safety violations, special PPE requirements, emergencies, etc. and how they were resolved by the Contractor; and
6. Applicability and relevance of the referenced project to the services described in this IFQ.

The District at its discretion may contact other firms or agencies for additional information. Failure to include customer's references, provide accurate contact information, or adequate information may be cause for rejection of the Quote as being nonresponsive.

5.12.6 Small Business Enterprise (SBE)

It is the District's policy to encourage and promote broad-based participation in its contracting activities by all potential participants so as to maximize competition for District Contracts, to attract the greatest number of qualified bidders, and to stimulate participation by responsible bidders who might otherwise be prevented from participating in the District's procurement

activities. A Small Business Enterprise (SBE) shall mean a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100. SBEs must be certified as such at the time the quote is submitted to the District. Proof of certification must be submitted to the District not later than two (2) business days after the deadline for submitting quotes. Proof shall include a copy of each SBE's certification or other appropriate documentary evidence by the certifying public entity. Proof of certification shall be subject to verification by the District.

Notwithstanding the requirement that the District award a contract to the lowest responsive and responsible bidder, all bidders must include a statement in their quote that they made good faith efforts to subcontract portions of the scope of work described herein to SBEs.

5.12.7 Other Information

The quote also shall include:

- A statement as to whether the Contractor has committed any safety violations, including AWWA, OSHA, Cal OSHA, and DOT violations, in the last five (5) years. If there are violations, please list the violations in the last 5 years and describe each one.
- List all claims filed against the Contractor, including but not limited to OSHA violations or those issued by the DOT, United States Environmental Protection Agency (USEPA), California Department of Toxic Substances Control (DTSC), State Water Resources Control Board (SWRCB), any Regional Water Quality Control Boards, SWRCB Division of Drinking Water (DDW), etc. in the last five (5) years.
- A statement or description regarding any litigation to which the Contractor is a party, any bankruptcy settlements, or unpaid judgments against the Contractor or its principals.
- A statement as to whether the Contractor has defaulted on previous similar general services contracts.

6.0 WRD STANDARD CONTRACT (EXHIBIT F)

Exhibit F contains the District's standard General Services Agreement. The selected Contractor(s) shall be expected to execute this Agreement upon award of Contract by the WRD Board of Directors.

7.0 AWARD OF CONTRACT

The Contract/Purchase Order shall be awarded to the lowest responsive and responsible bidder. The Contract/Purchase Order is subject to the approval of the WRD Board of Directors. Quotes shall be subject to acceptance by the WRD Board of Directors for a period of three (3) months. The WRD Board of Directors reserves the right to award all items to one Contractor, or to award



separate items or groups of items to various Contractors, or to include or exclude any items from the Contract if WRD believes it is in their best interest.

WRD's purchases of goods and services are based on WRD's actual needs and requirements. WRD is obligated under the contract/purchase order to purchase and pay for only those goods and services that WRD needs and requires, and that WRD actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any WRD document is not a guaranteed payment amount to any Contractor or service provider. Furthermore, WRD may determine that its needs and requirements may be met by WRD labor or by a second Contractor or service provider, even after an award is made to one Contractor or service provider. An award is not a promise or guarantee of exclusivity.

Contractors are cautioned that comments and statements, whether oral or written, made by WRD employees regarding the validity of quotes, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular proposer, and other similar matters are NOT binding on WRD unless incorporated into the final Contract. Contractors should not order materials, obtain financing, or take other actions based on such comments and statements. Only authorization of a Contract by the WRD Board of Directors or issuance of a Purchase Order is conclusive and binding on WRD with respect to this IFQ and its resulting Contract or Purchase Order.

7.1 ENTIRE CONTRACT

The services described in this IFQ, the successful Quote approved by WRD, and any written changes or amendments to the scope of services shall be included in the Contract between the parties and shall supersede all prior written or oral representations, discussions, and agreements. Furthermore, this IFQ is not only meant to aid in the preparation of quotes, but it is also intended to serve as a binding technical guidance document for the Contractor. The Contractor awarded a Contract to provide services described in this IFQ shall be deemed bound to execute all requirements as listed and prescribed in this IFQ, unless WRD modifies aspects of the scope of work or any conditions in the IFQ in writing. Thus, the executed Contract will incorporate the terms and conditions specified in this IFQ, as well as the Quote submitted by the Contractor.

7.2 CONTRACT AMENDMENTS

The WRD reserves the right to change any portion of the work required, add/or delete items or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the WRD Board of Directors and executed by the Contractor and WRD.

7.3 TERM OF CONTRACT

Upon approval by the WRD Board of Directors, the District shall enter into a Contract with a maximum term of one (1) year with selected firm(s) for the desired chemical(s). The District may terminate the Contract for its convenience at any time within 30 calendar days of written



notice to the Contractor. The Contractor's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed incurred up to the effective date of such termination. Contractor shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

7.4 CONTRACT PRICING

All pricing must be firm for the entire Contract term, unless WRD specifically provides for adjustment. Pricing provided in the Quote shall include cost of delivery and ALL other associated fees to deliver the items to the three identified WRD facilities. Other costs NOT listed in the Quote may not be added at the time of invoicing.

7.5 INVOICING

Invoices shall be submitted upon receipt of the product by WRD. Partial payments may be made by WRD on delivery and acceptance of goods and on receipt of goods and on receipt of Contractor's invoice. Invoices must contain at a minimum the WRD-issued Contract/Purchase Order Number, the chemical delivered, the date and location of delivery, delivery vehicle information number, the weight of the chemical delivery, Bill of Lading number, and the unit and total cost of the chemical delivered. If applicable, gross, tare, and amount tickets also should be included with the invoice. All sales, use, excise or similar taxes to be paid by WRD must be itemized separately on invoices. WRD reserves the right to withhold payment if proper invoicing and documentation is not provided.

7.6 INSURANCE

Contractors shall furnish to the District satisfactory proof of all insurance required per Appendix F within ten (10) days of award by the WRD Board of Directors. Failure to comply may cause revocation of the award, at the discretion of the WRD Board of Directors.

7.7 BIDDER PROTEST OF AWARD

A bidder may protest the award of a Contract by submitting to the District a written protest stating the grounds for the protest along with supporting documentation. The protest must be received by the District before award of the contract by the WRD Board of Directors. The General Manager in consultation with the General Counsel shall investigate the grounds for the protest, examine the documentation, make inquiries as necessary, and accept or reject the protest in writing within five (5) working days of receipt. If the protest is accepted, the District may at its discretion reject the quote in question and thereafter award the contract to the next lowest responsive and responsible bidder or else reject all quotes.

Protest determinations of the General Manager may be appealed to the WRD Board of Directors at its next scheduled meeting, provided the appeal is filed by the end of the second business day of the General Manager's determination and is otherwise eligible for posting on the Board Meeting Agenda. The President of the Board may call a Special Board Meeting to hear and rule on the appeal.

Bid protests that do not comply with the deadlines and filing requirements set forth above shall not be considered. The award of any contract by the District shall be contingent on the final resolution of any protests thereof.

8.0 LEGAL POLICIES

8.1 COMPLIANCE

The Contractor shall abide by and obey all applicable federal, state, and local laws, rules, regulations, and ordinances.

8.2 GOVERNING LAWS AND REQUIREMENTS

Performance of services herein shall be governed and construed in accordance with the laws of the State of California. The selected Contractor hereby agrees that in any action relative to the performance of said services, venue shall be in the County of Los Angeles, State of California.

8.3 CONFLICT OF INTEREST

The Contractor represents and warrants that no WRD employee whose position at the WRD enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

8.4 BUSINESS LICENSE

The Contractor shall maintain all applicable licenses for the services described herein. The Contractor will be required to show evidence of all valid and applicable business license(s), which must be in effect during the Contract period.

8.5 DISCLOSURES

Contractor shall disclose claims made by it or any of its owners against the WRD or any other public agency over the previous five (5) years, and may provide relevant detail regarding each claim. The Contractor shall disclose all pending claims and litigation to which it is a party, including the case number, jurisdiction, and current status of the action.

EXHIBITS

EXHIBIT A

Background and Specifications

EXHIBIT A Background and Specifications

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1.0 BACKGROUND	1
2.0 SCOPE OF WORK.....	7
2.1 DELIVERY REQUIREMENTS.....	7
2.2 SAFETY REQUIREMENTS.....	10
2.3 WARRANTIES	11
3.0 GENERAL SPECIFICATIONS	12
4.0 TECHNICAL SPECIFICATIONS	14

LIST OF FIGURES

Figure 1: Locations of WRD Treatment Facilities	3
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LIST OF TABLES

Table 1: Summary of WRD Treatment Facilities	1
Table 2: LVL Chemical Usage and Storage Summary.....	4
Table 3: Goldsworthy Desalter Chemical Usage and Storage Summary	5
Table 4: ARC Chemical Usage and Storage Summary	6

EXHIBIT A

Background and Specifications

1.0 BACKGROUND

WRD owns three (3) water treatment facilities, as summarized in **Table 1** below. **Figure 1** below depicts WRD's existing and proposed treatment facilities.

TABLE 1		
SUMMARY OF WRD WATER TREATMENT FACILITIES		
NO.	FACILITY NAME AND ADDRESS	DESCRIPTION
1	Leo J. Vander Lans Advanced Water Treatment Facility (LVL), 7380 East Willow Street, Long Beach, CA 90815	<p>This existing treatment plant produces advanced treated recycled water for injection into underlying aquifers along the coast to prevent seawater intrusion. The design production capacity of the LVL is 8 million gallons per day (MGD); however, in the last several years, LVL has only produced approximately 3 MGD annually due to various operational issues. The LVL currently is operated by the Long Beach Water Department under contract with WRD.</p> <p><u>TECHNICAL DETAILS:</u></p> <ul style="list-style-type: none"> • Reverse Osmosis (RO) Trains 1 and 2 <ul style="list-style-type: none"> ○ Flow Array is 72:36 ○ 7 Elements per vessel ○ Two 5,875-gallon clean-in-place (CIP) tanks • RO Trains 3, 4, and 5 <ul style="list-style-type: none"> ○ Flow array is 11:11, but not staged; each vessel in the first directly feeds the second ○ 4 Elements per vessel ○ One 2,012-gallon CIP tank
2	Robert W. Goldsworthy Desalter (Goldsworthy Desalter), 20520 Madrona Avenue, Torrance, CA 90503	<p>This existing treatment plant utilizes reverse osmosis membranes to purify brackish groundwater pumped from two production wells for potable use. The Goldsworthy Desalter was recently expanded from 2 MGD to 5 MGD. Since plant expansion was just completed in January 2018, average production in 2018 has been approximately 3.5 MGD. The Goldsworthy Desalter currently is operated by the City of Torrance under contract with WRD.</p> <p><u>TECHNICAL DETAILS:</u></p> <ul style="list-style-type: none"> • Two RO Trains <ul style="list-style-type: none"> ○ 1st Stage – 42 vessels ○ 2nd Stage – 24 vessels • 7 membranes per vessel

**TABLE 1
SUMMARY OF WRD WATER TREATMENT FACILITIES**

NO.	FACILITY NAME AND ADDRESS	DESCRIPTION
		<ul style="list-style-type: none"> • One 4,500-gallon CIP tank
3	Albert Robles Center Advanced Water Treatment Facility (ARC), 4320 and 4330 San Gabriel River Parkway, Pico Rivera, CA 90660	<p>This treatment plant is currently under construction and has the design capacity to produce up to approximately 13,000 acre-feet per year (AFY) of advanced treated recycled water for injection and delivery to the Montebello Forebay Spreading Grounds for groundwater recharge. Maximum capacity of the plant is 14.8 MGD. In January 2019, ARC is expected to begin full operations. For the next two years, this treatment plant will be operated by PERC Water.</p> <p><u>TECHNICAL DETAILS:</u></p> <ul style="list-style-type: none"> • Primary RO (4 Trains) <ul style="list-style-type: none"> ○ 1st stage – 72 vessels ○ 2nd stage – 30 vessels • Third stage RO (4 Trains) <ul style="list-style-type: none"> ○ 15 vessels • 7 membranes (8” diameter) per vessel • 8,000 gallon CIP tanks

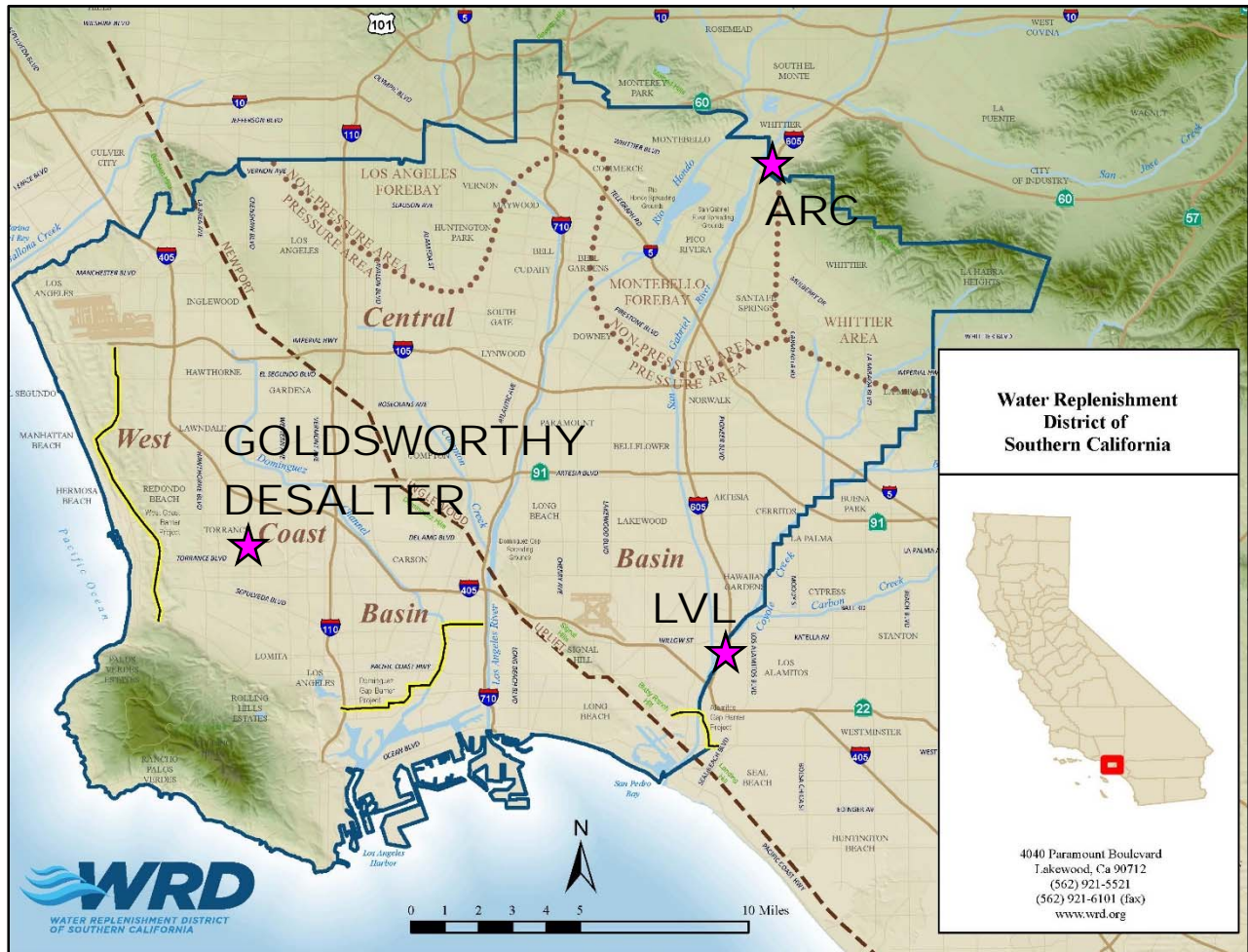


FIGURE 1 – Locations of WRD Treatment Facilities

Chemicals are required as part of the treatment processes at all WRD plants. Chemical consumption rates and storage facilities at LVL, Goldsworthy Desalter, and ARC are listed in Tables 2, 3, and 4, respectively. Chemical consumption rates in these tables are working estimates only, since they are dependent upon finished water flowrates and may vary due to source water availability, equipment failure, scheduled cleaning procedures, etc. The quantities specified in Tables 2 through 4 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.

**TABLE 2
LVL CHEMICAL USAGE AND STORAGE SUMMARY**

Chemical	Concentration (%)	Specific Gravity	Approx. Annual Consumption at 4 MGD Plant Production* (gallons [wet])	Number of Storage Tanks	Tank Nominal Capacity, each (gal)
Aqueous Ammonia	19.0	0.93	56,000	2	1,300
Calcium Chloride	38.0	1.39	113,000	1	4,925
Citric Acid	50.0	1.24	2,000	4	Between 250 & 400
Ferric Chloride	43.0	1.42	0	1	1,090
Hydrogen Peroxide	27.5	1.20	19,000	1	2,550
Sodium Bisulfite	38.0	1.10	0	1	805
Sodium Hydroxide (Caustic Soda)	50.0	1.53	82,000	2	6,167
Sodium Hypochlorite (Bleach)	12.5	1.20	65,000	2	5,874
Sulfuric Acid	93.0	1.83	76,000	2	2,400
Threshold Inhibitor/Antiscalant	100.0	1.10	6,400	2	615

**Although the design capacity of the plant is 8 MGD, it is anticipated that the plant will operate only at 4 MGD.*

**TABLE 3
GOLDSWORTHY DESALTER CHEMICAL USAGE AND STORAGE SUMMARY**

Chemical	Concentration (%)	Specific Gravity	Approx. Annual Consumption at 5 MGD Plant Production* (gallons [wet])	Number of Storage Tanks	Tank Nominal Capacity (gal)
Aqueous Ammonia	19.0	0.93	6,000	1	517
Orthophosphate	15.0	1.37	26,000	1	2,000
Sodium Fluoride (dry granules)	98.0	NA	20,000	0	0
Sodium Hydroxide (Caustic Soda)	30.0	1.33	18,000	1	5,117
Sodium Hypochlorite (Bleach)	12.5	1.20	63,000	1	7,100
Sulfuric Acid	93.0	1.83	0	1	7,000
Threshold Inhibitor/Antiscalant	100.0	1.08	11,000	1	750

NA = Not available

**TABLE 4
ARC CHEMICAL USAGE AND STORAGE SUMMARY**

Chemical	Concentration (%)	Specific Gravity	Approx. Annual Consumption at 13,000 AFY Plant Production*		Number of Storage Tanks	Tank Nominal Capacity, each (gal)
			gal (wet)	lb (dry)		
Liquid Ammonium Sulfate	40.0	1.23	45,180	NA	2	3,000
Calcium Hydroxide (Hydrated Lime)	35.0	1.26	440,850	NA	2	19,550
Citric Acid	50.0	1.24	7,610	NA	1	1,200
Sodium Bisulfite	38.0	1.10	51,370	NA	1	1,900
Sodium Hydroxide (Caustic Soda)	25.0	1.53	57,440	NA	2	4,200
Sodium Hypochlorite (Bleach)	12.5	1.20	438,060	NA	2	12,700
Sodium Tripolyphosphate (STTP)	100.0	NA	-	39,430	-	-
Sulfuric Acid	93.0	1.83	282,320	-	2	13,150
Threshold Inhibitor/Antiscalant	100.0	1.30	19,290	-	1	4,200

NA = Not available

2.0 SCOPE OF WORK

The Contractor shall, in good workmanlike and professional manner, supply and deliver the desired chemical(s) to the three water treatment facilities specified in Table 1. Tables 2 through 4 list the chemicals required at each of WRD treatment plants along with the estimated annual chemical usage quantities. WRD's chemical purchases will be based on its actual needs and requirements. Hence, WRD makes no representation nor guarantee regarding the quantity of chemical that WRD may purchase from the Contractor during the term of the Contract, or the frequency of delivery orders. Neither an increase, regardless of extent, nor decrease, regardless of extent, in the actual quantity delivered compared to the estimated quantity described herein shall entitle the Contractor to an adjustment in the unit price or to any other compensation.

2.1 DELIVERY REQUIREMENTS

1. Chemicals shall be delivered to the LVL, Goldsworthy Desalter, or ARC, as ordered by WRD and its representatives. WRD will not be held liable for the product while in transport until WRD has received the product. No deliveries shall be made until receipt of a request by WRD or its representatives.
2. Contractor shall provide the District with the name of the chemical hauling company (if applicable) at the time of order. WRD may request safety-related provisions set forth between the Contractor and the hauling company.
3. Delivery of chemical(s) shall be made in quantities and to the location requested by WRD representative throughout the Contract period. Delivery shall be made no more than three (3) business days after written order from the District or its representative(s), unless pre-approved by the District.
4. Order volumes shall generally be "full-loads" as dictated by tank capacities at each treatment site. However, "partial-load" deliveries may be required upon WRD's request. Contractor shall work with WRD or WRD's representatives to reasonably accommodate this request.
5. Chemical products generally shall be delivered on regular workdays (i.e. Monday through Friday) between the hours of 7:30 a.m. and 1:30 p.m. However, WRD reserves the right to request weekend deliveries or extend delivery hours based on the facility work schedule.
6. Plant operations occasionally may require deliveries within 24-hours or 48-hours. As such, Contractor shall maintain work force as necessary to make delivery 365 days of the year and reasonably accommodate WRD's request. At the same time, WRD will make reasonable accommodations regarding delivery hours as specified in Item No. 5 above. In addition, WRD recognizes that expedited deliveries may be subject to premium payment. The Contractor will be obligated to abide by a pricing schedule that is reasonable and within standard industry practices. If applicable, this pricing schedule should be indicated in the Cost Table (see Exhibit C of the Invitation for Quote [IFQ]).

7. The Contractor shall notify the duty plant operators (to be provided by WRD upon award of Contract), not less than thirty (30) minutes prior to the estimated time of delivery.
8. Delivery shall include transferring each chemical product into the designated areas at the treatment plant. Chemical delivery drivers will not leave their trucks unattended at any time during the off-loading process.
9. If the Contractor fails to meet the delivery schedule requested or within the maximum period of three (3) business days, WRD reserves the right to deduct the sum of One Hundred Dollars (\$100.00) per calendar day for each item that does not meet the delivery schedule, as liquidated damages and not as a penalty for breach of Contract. In addition, WRD reserves the right to obtain a like product from other available sources and charge the Contractor the difference in the delivered price to WRD.
10. If the Contractor cannot deliver the chemical at the quality and/or quantity specified upon a written order request, WRD shall have the right to obtain a like product from other available sources and charge the Contractor the difference in the delivered price to WRD.
11. If the Contractor fails to comply within the stipulated time limit with two (2) successive requests for delivery, WRD shall have the right to terminate the Contract with no further obligation or penalty, as described in the standard General Services Agreement (see Exhibit F of the IFQ).
12. Air will not be supplied for trucks. Tank trucks used for the delivery of chemicals shall be in good mechanical order and fully equipped to unload by pressurizing the tanks with truck-supplied air or pump to convey the material from tanker into the chemical receiving tank and also equipped with valves to control the flow of chemicals into the storage tanks and enable rapid shut-off in an emergency.
13. There may not be a forklift available to unload deliveries, so if required, delivery trucks shall have a lift gate and supply a pallet jack. The delivery company/personnel shall be solely responsible for moving and offloading all product(s).
14. Contractor shall furnish all necessary hoses, couplings, valves, or adaptors to make proper connection of the chemical tanks. This equipment shall be clean, free of contaminating material, and able to be operated by the use of conventional tools designed for that purpose. If offloading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
15. WRD reserves the right to periodic inspection of all equipment used by the Contractor for conveyance of chemicals to the chemical tanks. Further, the Contractor will provide, at WRD's request, documentation related to equipment certification and maintenance of such equipment.
16. WRD treatment plants do not have facilities for washing down Contractor's equipment. Hoses, valves, and other equipment used by the truck driver in delivering the chemical shall not be washed down at the District's facilities.

17. For bulk (truck-load) deliveries, trucks shall be equipped with a meter to register the quantity/volume delivered. Gross, tare, and amount tickets shall be provided with the invoice for verification.
18. A packing slip listing all material(s) delivered, certified weight ticket(s), certificate(s) of analysis, and Safety Data Sheet(s) (SDS) shall accompany the shipment of each chemical and furnished prior to unloading. Upon request, the Contractor shall provide a safety checklist to go through with WRD representatives during connect and disconnect and unloading.
19. The methods of shipping chemical products shall fully conform to the shipping regulations of the Interstate Commerce Commission, the Department of Transportation (DOT), and to all other applicable state and local shipping regulations.
20. Truck loads shall be secured with an unalterable tamper-evident seal or lock. If there is evidence of tampering or the seal is broken, the shipment will not be accepted by WRD and returned at the Contractor's expense.
21. All chemical containers shall be carefully examined upon receipt. Any containers that exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose or peeling paint, or insufficient maintenance shall be rejected and ordered removed from the site. All containers supplied shall be maintained in such manner as to not subject those persons working near them to an undue hazard.
22. The Contractor shall reclaim/remove all metal/plastic shipping containers delivered to WRD, unless otherwise directed by WRD. Any costs associated with the return of shipping containers will be the Contractor's responsibility. As appropriate, spent containers (e.g., totes, carboys, etc.) will be picked up as replacements are received and any deposits paid by WRD will be refunded. WRD will ensure that all containers are rinsed and staged for pickup.
23. WRD reserves the right to dispose of shipping pallets without notice or penalty. Contractors desirous of reclaiming any pallets shall make agreeable arrangements at the time of product delivery.
24. The Contractor shall guarantee that all delivery vehicles are in good, safe operating condition. All operating and maintenance costs associated with routine operation of the vehicles shall be the responsibility of the Contractor. If it is determined that delivery vehicles are not in proper working condition or properly maintained, this will constitute a reason for rejection of the load and possible termination of the Contract.

2.2 SAFETY REQUIREMENTS

1. The Contractor and its agent(s) (i.e. common carriers, truck tank drivers, etc.) shall be required to comply with all federal, state, and local regulations regarding the transport and delivery of chemicals, including but not limited to American Water Works Association (AWWA), Occupational Safety and Health Act (OSHA), California OSHA (Cal/OSHA), and Department of Transportation (DOT) regulations.
2. The Contractor shall comply with all plant safety requirements and follow any direction that may be given by site personnel.
3. The Contractor shall comply with the Safety Data Sheet (SDS) that must be provided at the time of delivery regarding the hazards, handling, and physical and chemical properties of each chemical.
4. The Contractor shall ensure that their employees and/or subcontractors (including drivers) are trained and must have reasonably sufficient experience and qualifications to work with the hazards related to the job, operating the delivery vehicles and performing the job safely, and properly responding in the event of an emergency per WRD facility's emergency action plan.
5. All delivery drivers shall be properly licensed by the California Department of Motor Vehicles and all other applicable agencies.
6. Within 30 days upon award of Contract, the selected Contractor(s) shall provide written procedures, i.e. security plan, concerning compliance with their safety policies and procedures to WRD for review and approval prior to commencement of deliveries. The security plan shall contain the following information at a minimum:
 - a. Ensure their employees and/or subcontractors are trained in safe work practices;
 - b. Ensure their employees and/or subcontractors are instructed in the known potential fire, explosion, or toxic release hazards related to the job and applicable provisions of the emergency action plan;
 - c. Document the required training and the means to verify their employees and/or subcontractors have understood the training(s);
 - d. Ensure that their employees and/or subcontractors follow WRD facility's safety rules and work practices;
 - e. Procedures to reduce the possibility of criminal activity during packaging and shipment of products and materials to WRD facilities;
 - f. Appropriate Contractor telephone numbers, including emergency numbers; and
 - g. Emergency procedures for spills, leaks, fire, disposal, and first aid.

7. The Contractor shall provide all necessary safety equipment for use by its personnel. This shall include but is not limited to wearing OSHA-approved eye protection, chemical resistant gloves and boots, clothing that are resistant to chemicals, hard hat, high-visibility safety vest, hearing protection, and any additional equipment specified in the SDS. Face shields shall also be worn when working around pressurized chemical systems. Delivery personnel are required to don and utilize all required safety equipment while on WRD property and implement all applicable safety practices. Failure to comply with the site safety requirements and SDS standards shall result in the rejection of the delivery at the Contractor's expense and possible termination of the Contract.
8. Upon request, the Contractor shall provide to WRD a copy of its injury and illness log and training records. Training records must contain the following information: the identity of the employees, the dates of training, and the means used to verify that the training was conducted.
9. The Contractor shall be prepared to provide safety training to WRD representatives at each of the treatment plants on the manufacture, chemical properties, transport, storage, safe handling and use of the product, and emergency procedures in the event of a leak or spill. Training shall be performed by qualified personnel at least once during the year if requested by WRD and shall be offered at no charge to WRD.

2.3 WARRANTIES

The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery, materials, services, or product provided or performed on or off District premises relative to their Contract shall at the time of delivery: 1) conform in all respects to the specifications provided herein, and 2) conform to all applicable industry standards, local, state, and federal laws and regulations.

The Contractor shall warrant the quality of the chemical it delivers shall be as set forth in this IFQ. Each chemical product shall be certified approved by American National Standards Institute/National Sanitation Foundation (ANSI /NSF), NSF/UL, or ANSI/UL Standard 60/61 as of the quote submission date and shall have a name and/or number designation that corresponds with the NSF approval list. The Bill of Lading shall certify that the chemical product was manufactured at and shipped from an NSF/ANSI, NSF/UL, or ANSI/UL certified plant.

WRD reserves the right to inspect, sample, and test any chemical product or load at any time during delivery. Failure of any shipment to meet the Specifications shall be subject to rejection of the chemical(s). Further, at the direction of WRD, the Contractor may be subject to removal of rejected chemical contained in the receiving tank/container at its sole expense and credit WRD for all chemical products removed. Sample(s) of a delivered chemical, if requested, shall be furnished to WRD free of expense at the time of delivery. In order to ensure the sample is representative of the chemical being delivered, the sample will be drawn from the delivery truck via a sample port. Samples may be collected from any delivery, at any frequency, and at any point during any delivery. If requested by the Contractor and not already destroyed by tests, WRD may return samples to the Contractor at the Contractor's expense.

3.0 GENERAL SPECIFICATIONS

1. Unless otherwise specified, the Contractor shall procure all permits and licenses and pay all charges and fees related to the supply and delivery of chemicals.
2. The Contractor shall be responsible for furnishing the equipment to accomplish the delivery of the chemical. The Contractor shall provide all adapters necessary to connect with the District's facilities.
3. Delivery trucks shall have equipment necessary for safe handling, unloading, and stoppage of any leaks in the course of transit or unloading.
4. Should any damage to District property be caused by the Contractor or its agents, the Contractor will be required to report the damage promptly to the on-site plant operator and make repairs immediately, to the satisfaction of the District and at no cost to the District. The District may, however, elect to make repairs or replace the damaged property and deduct the cost of repairs or replacement from monies due, or to become due to the Contractor.
5. The District will provide one operator to act as observer during connection and disconnection (approximately 30 minutes each). The Contractor shall not connect or disconnect without the District's personnel or representatives present. WRD representative will verify that the chemical delivered (per bill of lading) is connected to the correct storage tank before the material is unloaded.
6. No chemical release during delivery is acceptable. The Contractor shall assume full responsibility for all expenses and damages incurred by the District by reason of a delivery accident, spill, or contamination incident caused by the Contractor or Contractor's Agent(s). All chemical spills or leaks shall be contained, recovered, removed, and/or cleaned up immediately by the Contractor and/or its subcontractor to the satisfaction of WRD and in a manner that complies with all applicable environmental or safety regulations. Any decontamination required due to a spill or leak also is the responsibility of the Contractor and/or its subcontractor. Any unauthorized chemical release may be cause for Contract termination. The Contractor will be responsible for all costs associated with the spill, including abatement, emergency response, cleanup, repair of property, any fines and penalties which may be imposed by regulating authorities, and plant down time due to the spill or cleanup.

Any spill or product loss shall be reported to the on-site WRD representative immediately and followed with a written report submitted to WRD within 24 hours of the incident that shall contain at least the following: 1) a description and estimate of the amount of chemical spilled, 2) whether the amount spilled is EPA/State reportable and if the spill has already been reported, 3) the spill containment and cleanup procedures implemented, and 4) any communications with the press or governmental entities. No product delivery will resume until WRD has authorized the continuation of services.

7. Contractor shall provide a 24-hour phone number where qualified personnel can be contacted in the event of an emergency or to provide technical assistance. It will be the Contractor's responsibility to notify WRD of any changes of phone numbers.
8. Upon award of the Contract, Contractor (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter WRD facilities on their behalf. WRD reserves the right to run background checks on any persons that may be authorized to enter their facilities. At least 48 hours prior to all deliveries, the Contractor shall submit the name of the delivery personnel to the chief plant operator. All new personnel are required to receive a site-specific safety orientation before they can perform any work at the site.
9. If at any time, any chemical supplied by the Contractor fails to conform to the chemical specifications contained herein or causes solids, handling, or operational hardship (including inadvertent filling of the wrong chemical tank), then the Contractor shall, at no additional cost to WRD, promptly remove all the chemical contained in WRD's receiving tank/container, including any remaining chemical from previous shipments, replace the item within 24 hours, and remediate the tank or other affected equipment as necessary.
10. Contractor shall supply chemical(s) at the quoted price, as awarded by Contract, through the Contract term. District shall buy the designated chemical(s) at said prices from Contractor, except where District determines Contractor cannot make delivery within the time specified or with the quality and quantity specified, at which time the District may purchase chemical(s) elsewhere and charge the Contractor any difference in the delivered price to the District.
11. WRD may cancel an order before delivery without penalty or charge, providing that the Contractor has not incurred any special production costs such as custom fabrication in fulfilling the order. If WRD cancels an order after production has begun but before transportation for a non-standard or custom order, then the Contractor may charge WRD reasonable expenses incurred up to the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 20% of the total value of the order. WRD will incur the restocking fee if a product is canceled in transit. Any restocking fees should be indicated in the Cost Table (see Exhibit C of the IFQ).
12. Contractor shall keep complete and accurate records of all chemicals delivered to WRD facilities, including the delivery address, amount(s) delivered, and any problems encountered during transport and delivery. At no additional cost and upon request by WRD, the Contractor shall promptly provide accurate and timely reports regarding its services to WRD.
13. A certificate of analysis prepared by a reputable ISO-certified outside laboratory shall be submitted for each chemical delivery. WRD will accept a certificate of analysis from an in-house laboratory that is not ISO-certified, with the provision that if requested by WRD, an ISO-certified certificate of analysis will be subsequently provided by the Contractor. The certificate of analysis shall be based on a representative sample of the specific batch

or lot of chemical currently being used to make deliveries. This report shall contain at a minimum the following:

- Place of origin
- Date of chemical manufacture,
- Date of delivery,
- Shipper ID or batch number,
- Specific gravity, if applicable,
- % Concentration of chemical, if applicable,
- Appearance, and
- Other information required in the Chemical Data Sheet (see Exhibit D of the IFQ).

No deliveries will be accepted unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered and the specifications listed herein are met. Charges for the certificates of analysis shall be included in the Quote. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

14. WRD reserves the right to cancel the Contract (see Exhibit F of the IFQ) and reject delivery of goods if delivery is not undertaken and completed as required and in accordance with the specifications. Contractor shall be charged for any direct losses, and consequential damages, sustained by WRD by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to WRD in excess of the Contract price of obtaining goods from other sources similar to those canceled or rejected hereunder.
15. All chemical usage quantities stated herein are only ESTIMATES. WRD reserves the right to increase or decrease these estimated quantities based on its actual needs.
16. Upon periodic requests by WRD, the Contractor shall meet with WRD and its representatives to discuss the status of services provided to WRD. In addition, the Contractor shall be available for in-person meetings with all appropriate WRD representatives to discuss any service-related problem(s) and/or possible Contract violation(s).

4.0 TECHNICAL SPECIFICATIONS

Chemicals delivered shall comply with the most current NSF Standard 60/61 and/or ANSI/AWWA standards for water chemicals and shall contain neither adulterant nor any harmful matter. The NSF and/or UL certification for the product shall be current on the date of the Quote submittal and shall have a name and/or number designation that corresponds with the NSF approval list. It is the responsibility of the Contractor to notify WRD within 24 hours if any NSF/UL certification has been revoked or has lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the Contract.

The Bill of Lading shall certify that the chemical product was manufactured at and shipped from an NSF/ANSI, NSF/UL, or ANSI/UL certified plant.

EXHIBIT B

Chemical Specifications

CHEMICAL SPECIFICATIONS

for

Sodium Tripolyphosphate

Sodium tripolyphosphate (STPP) shall be furnished and delivered only to WRD's Albert Robles Center Advanced Water Treatment Facility (ARC; 4320 and 4330 San Gabriel River Parkway, Pico Rivera, CA 90660). STPP shall comply with the applicable provisions of AWWA Standard B503 (or latest edition) and shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on public health, or causing water so treated to fail to meet State drinking water requirements.

EXHIBIT C

Cost Table

COST TABLE

Sodium Tripolyphosphate Supply/Delivery Quote WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

DUE: Monday, April 8, 2019, 4 p.m.

CONTRACT PERIOD: May 1, 2019 to April 30, 2020

PLEASE INCLUDE MSDS AND CERTIFICATE OF ANALYSIS OR TECH SHEET WITH QUOTE DOCUMENTS.

Item No.	Chemical	Concentration (%)	Specific Gravity	Estimated Typical Delivery	Delivery Location			Unit	Cost* per Unit
					LVL	Goldsworthy	ARC		
1	Sodium Tripolyphosphate (STPP)	100.0	NA	500 – 2,000 pounds			X	lb (dry)	

* The unit price shall be fully-loaded to include all costs to supply and deliver chemicals to the WRD treatment plant(s) indicated above. Contractor shall be responsible for and pay all costs of delivery and assume risk of loss and damage to the destination point. WRD shall not pay Contractor nor its subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described in this IFQ, including but not limited to the manufacture and sampling of chemicals, labor, cartage, mileage, equipment, supplies, assessments, surcharges, permits, licenses, overhead, profit, markups, etc. Although WRD does not anticipate compensating the Contractor for any additional items or expenses, any such additional amounts to be charged to WRD should be identified below. Costs NOT identified herein may not be added at the time of invoicing.

EXHIBIT D

Chemical Data Sheet

CHEMICAL DATA SHEET

Name of chemical: Sodium Tripolyphosphate (STPP)

<p>Typical physical and chemical analysis of representative product to be shipped in tank trucks to WRD (must comply with Specifications).</p> <p><i>(Attach a recent Certificate of Analysis and Safety Data Sheet):</i></p>	<p>% Concentration: _____%</p>
<p>Lead time for delivery (no more than 3 business days unless pre-approved by WRD):</p>	
<p>Name of producer:</p>	
<p>Brand name or product designation <i>(Attach proof of NSF/UL certification):</i></p>	
<p>Source:</p>	
<p>Signature:</p>	
<p>Date:</p>	
<p>Print Name/Title:</p>	
<p>Company:</p>	
<p>E-mail:</p>	
<p>Phone Number:</p>	
<p>Fax Number:</p>	
<p>Describe any deviations from the Specifications described in this IFQ:</p>	

EXHIBIT E

Acceptance Letter



ACCEPTANCE

Supplier/ Name: _____

Contractor _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Subject: Invitation for Quote (IFQ-18-013) for Sodium Tripolyphosphate

By my signature below, I, on behalf of the Supplier/Contractor named above, acknowledge that I have read and understand the subject Invitation for Quote (IFQ) and all its attachments. I further acknowledge that, by submission of a quotation in response to the subject IFQ, the Supplier/Contractor named above accepts all the terms and conditions set forth in the subject IFQ and its attachments, including, but not limited to, the WRD Standard Agreement for General Services, its insurance and indemnification clauses, and all other terms and conditions set forth therein.

ACCEPTED:

Supplier/Contractor

Signature

Name (please print)

Title

Date

EXHIBIT F

WRD Standard Agreement for General Services



GENERAL SERVICES AGREEMENT
[INSERT CONTRACTOR NAME]

This General Services Agreement (the “Agreement”) is made and entered into this ___ day of _____, _____, by and between the Water Replenishment District of Southern California (“District”) and **[Insert Contractor Name]**, (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain chemical supplies upon the following terms and conditions.

1. Scope of Services. Contractor shall perform the scope of services to supply and deliver quantities of chemicals to meet the operational and maintenance needs of the facilities as described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.
 - 1.1. Standard of Performance. In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
 - 1.2. Assignment of Personnel. Contractor shall assign only competent personnel to perform services in connection with this Agreement..
2. Term. The term of this Agreement shall commence on **Month, Day, Year** and shall end on **Month, Day, Year** (the “Expiration Date”). At least **[INSERT NUMBER OF DAYS]** prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.
 - 2.1 Termination by District
 - 2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time within five (5) calendar days written notice to Contractor. Contractor's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Contractor understands and agrees that

it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

3. Contractor's Compensation. District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. District hereby agrees to pay Contractor for the Scope of Services and rates, pursuant to the quote attached as Exhibit B and incorporated herein by this reference, which may not be changed except with District's written approval. Total compensation for work performed under this Agreement shall not exceed (\$ _____)]

3.2 Reimbursable Expenses. No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the quote (Exhibit B).

4. Project Site. Contractor shall perform the Services in such a manner as to cause a minimum of interference with District's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. District may assume that anything left on the work site after said work is completed has been abandoned. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. Contractor Status. Contractor is an independent contractor and neither Contractor nor any employee of Contractor is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Contractor achieves such results.

5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely

responsible for any taxes levied by local, state or federal authorities on such sums. Contractor shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Contractor, or any of Contractor's employees, is an employee rather than an independent contractor of District.

- 5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor's employees. Contractor shall defend and indemnify the District for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Contractor, or any of Contractor's employees, is an employee rather than an independent contractor of District.
 - 5.3 District will not make any payments to Contractor, or Contractor's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Contractor shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Contractor, or any of Contractor's employees, is an employee rather than an independent contractor of District.
 - 5.4 Contractor shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.
6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Tom Knoell and Eric Owens.
 7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District's prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor's use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any

subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.

8. Compliance With Laws and Regulations; Licensing. Contractor shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Contractor represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.
9. Chemical Specifications. The Product shall comply with the specifications as described in Exhibit A-1.
10. Insurance. Contractor, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and any subcontractor providing services shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor shall provide and maintain coverage at least as broad as the following:

10.1 Required Policies.

- 10.1.1 Commercial General Liability Insurance. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) 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 or insurer’s equivalent endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
- 10.1.2 Business or Comprehensive Automobile Liability Insurance. for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.
- 10.1.3 Employers’ Liability Insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

10.1.4 Workers' Compensation Insurance as required under the Workers' Compensation Insurance and Safety Act of the State of California.

10.1.5 Contractor's Pollution Liability with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

10.2 Required Terms.

10.2.1 All policies except workers' compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents, representatives.

10.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

10.2.3 All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed, or materially adversely changed for any reason, without thirty (30) days notice thereof given by the insurer to WRD.

10.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District.

10.2.5 All policies shall include waivers of subrogation in favor of the District and its insurers.

10.2.6 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

10.3 Evidence of Coverage

10.3.1 Contractor shall furnish WRD with certificates of insurance with additional insured including waiver of subrogation endorsement, demonstrating the coverage required by this Agreement, which shall be received and approved by WRD prior to the date on which Contractor begins delivery.

11. Indemnification. Contractor shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively "District"), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons,

including death) incurred by District (“Losses”), as a result of Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

12. Warranty.

12.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable requirements of the IFQ, laws and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District’s satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

12.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

13. Health and Safety Programs. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all

requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

- 13.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.
 - 13.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
 - 13.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein
 - 13.4 Contractor shall immediately report any spills, incidents or injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested
 - 13.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
 - 13.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
14. Arbitration and Attorneys' Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator's fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.
15. Conflict of Interest. No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating,

making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Contractor shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. Equal Opportunity. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.
17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Contractor and the District, which consent and approval may be withheld in the sole and absolute discretion of the District.
18. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.
19. Notices. All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

Remit all invoices to:

Accounts Payable
Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 921-5521

If to Contractor:

Contact Name
Address
Address
City, State ZIP
Phone:
Fax:

20. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.
21. Integration; Construction. This Agreement sets forth the final, complete and exclusive expression of the Parties' agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.
22. Effective Date. This Agreement is effective as of the date first set forth above.
23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen

Print Name
President, Board of Directors

Title

Signature
Willard H. Murray, Jr.

Print Name
Secretary, Board of Directors

Title

[INSERT CONTRACTOR NAME], ("CONTRACTOR")

Signature

Print Name

Title

**Approved As To Form
LEAL, TREJO APC**

Attorneys for the Water Replenishment
District of Southern California

EXHIBIT A
SCOPE OF WORK

Consultant shall supply and deliver the materials described in Exhibit A-1.

EXHIBIT "A-1"

Invitation for Quotes (IFQ) for Supply and Delivery of Chemicals

EXHIBIT "A-2"

Contractor's Quote

EXHIBIT B
CONTRACTOR QUOTE AND BUDGET

- 1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement and Exhibit A-2.
- 2.0 A budgetary amount of \$_____ (which amount applies to Contractor's fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.