



Agenda Report

File #: 19-0525

**AGENDA REPORT
REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION**

DATE: June 5, 2019

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Department of Water and Power

SUBJECT:

City Council and Corona Utility Authority consideration of a one year purchase extension for Univar USA, Inc. and Olin Corp pursuant to Notice Inviting Bids (NIB) DWP 15-102CA for Water Treatment Chemicals for Fiscal Year 2019-20 and to approve a change order to Olin Corp to increase compensation amount by \$200,000 for Fiscal Year 2018-19.

RECOMMENDED ACTION:

That the:

1. City Council approve a one year purchase extension for Univar USA, Inc. of Kent, WA as the lowest responsible and responsive bidder for the chemical Sulfuric Acid in the amount of \$200,000 pursuant to NIB DWP 15-102CA for Water Treatment Chemicals.
2. City Council approve a one year purchase extension for Olin Corp of Tracy, CA as the lowest responsible and responsive bidder for the chemical Sodium Hypochlorite and increase the compensation amount by \$200,000 to \$1,050,000 pursuant to NIB DWP 15-102CA for Water Treatment Chemicals.
3. City Council authorize the Purchasing Manager to issue one year purchase orders to Univar USA, Inc. in the amount of \$200,000 and to Olin Corp in the amount of \$1,050,000 for Fiscal Year 2019-20.
4. City Council authorize the Purchasing Manager to issue a change order in the amount of \$200,000 to Olin Corp increasing the compensation amount to \$1,050,000 for Fiscal Year 2018-19.

5. City Council authorize the General Manager to approve necessary change orders up to the amount provided by Corona Municipal Code Section 3.08.080(I).
6. Corona Utility Authority (CUA), review, ratify and to the extent necessary direct that the City Council take the above actions.

ANALYSIS:

On July 25, 2014, Notice Inviting Bids (NIB) No. 15-102 CA was formally advertised in the Press Enterprise, posted on the City's website, and sent to several firms known to the Department of Water and Power (DWP) to provide the products solicited in the NIB. The bid format allowed bidders to submit bids for any, some, or all of the water treatment chemicals listed in the NIB in order to allow for more competitive bids.

At that time, two bids were received for Sulfuric Acid and three bids were received for Sodium Hypochlorite by the August 25, 2014 due date. On November 5, 2014 the Corona City Council and Corona Utility Authority awarded NIB 15-102CA to Univar USA, Inc. as the lowest responsive and responsible bidder for Sulfuric Acid and Olin Corp as the lowest responsive and responsible bidder for Sodium Hypochlorite.

Sulfuric Acid 93%	
Vendor	3,000 Gal – Per Wet Pound
Univar USA, Inc.	\$0.105
Brenntag Pacific, Inc.	\$0.113

Sodium Hypochlorite 12.5%			
Vendor	2,000-4,999 Gal. Per Gallon	5,000 Gal Per Gallon	Optional Carrier Stop Charge
Olin Corp/dba Olin Chlor Alkali Products	\$0.594	\$0.564	\$75.00/site after 1 st stop
JCI Jones Chemicals, Inc.	\$0.636	\$0.585	\$85.00/site
Brenntag Pacific, Inc.	\$0.99	\$0.89	\$150.00/site

At the time, DWP required all bidders to submit chemical samples with their bid documents. The samples were sent to an independent laboratory for third-party testing to confirm they met the Department's standards and technical specifications. The original bid documents also allowed for price adjustments based on Consumer Price Index:

Should the City elect to exercise the option to extend the contract for an additional one-year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one-year period. Price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U)," not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised.

The bid document for NIB 15-102CA stated "the contract term shall be effective on or about September 22, 2014 through June 30, 2015 with an option to extend the contract on a year-to-year

basis, not to exceed five (5) consecutive one-year renewal terms under the same contractual terms and conditions contained herein.” Based on the NIB documents the contracts should have been established as follows:

Initial Contract	September 22, 2014 – June 30, 2015
Year 1	July 1, 2015 – June 30, 2016
Year 2	July 1, 2016 – June 30, 2017
Year 3	July 1, 2017 – June 30, 2018
Year 4	July 1, 2018 – June 30, 2019
Year 5	July 1, 2019 – June 30, 2020

When this item was approved by the City Council on November 5, 2014, there was an error in the staff report under “Recommended Actions:”

2. City Council authorize the Purchasing Manager to issue a purchase order to Univar USA, Inc. in the amount of \$200,000 and Olin Corp, in the amount of \$680,000 per year for the next five fiscal years beginning with Fiscal Year 2014-15.

Based on the City Council staff report the contract was established as follows:

Initial Contract/Year 1	September 22, 2014 – June 30, 2015
Year 2	July 1, 2015 – June 30, 2016
Year 3	July 1, 2016 – June 30, 2017
Year 4	July 1, 2017 – June 30, 2018
Year 5	July 1, 2018 – June 30, 2019

The original staff reported should have stated that the initial contract would begin in Fiscal Year 2014-15 with five additional one-year extensions to align with the verbiage in the bid documents. DWP is requesting to extend the purchase orders for Olin Corp and Univar USA, Inc. by one fiscal year in accordance with the bid documents. DWP and the Purchasing Division will bid these chemicals during Fiscal Year 2019-20 to prepare for future purchases.

DWP has experienced cost increases for Sodium Hypochlorite and Sulfuric Acid in accordance with the bid documents.

Sulfuric Acid 93%						
	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
3,000 Gal – Per Wet Pound	\$0.1050	\$0.1050	\$0.1050	\$0.1078	\$0.1121	\$0.1157

Sodium Hypochlorite 12.5%						
	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
2,000-4,999 gallons Per gallon	\$0.594	\$0.601	\$0.601	\$0.619	\$0.744	\$0.789
5,000 gallons Per gallon	\$0.564	\$0.57	\$0.57	\$0.587	\$0.699	\$0.739

Water Reclamation Treatment

Sodium Hypochlorite is required at all times to meet all of the facilities' compliance points throughout DWP's water reclamation treatment process. Sodium Hypochlorite is used to meet contact time requirements, achieve system residual and for disinfection. In order to meet State Water Resources Control Board tertiary standards, DWP's treatment plants must meet a contact time of 450 milligrams per liter (mg/L) per 90 minutes. The effluent residual varies based on flow and ranges from 2.5 mg/L up to 4.0 mg/L. These residuals vary based on flow and treatment plants. DWP uses sodium hypochlorite in a 12.5% concentration because this is the highest available stable concentration. This purity level is better for all dosing requirements and is the industry standard.

DWP facilities use chemical pumps controlled by the Supervisory Control and Data Acquisition system (SCADA) to dose the required sodium hypochlorite. The SCADA calculation is controlled by staff to varying degrees and is established and overseen by the Chief Water Reclamation Operator and Lead Water Reclamation Operator. DWP operates three different water reclamation facilities each with varying plant capacity and treatment process. Water Reclamation Facility No. 1 (WRF1) is the City's largest water reclamation facility; WRF1 demand for sodium hypochlorite is higher than other facilities because staff is using sodium hypochlorite to chemically oxidize ammonia due to aeration basin design characteristics. DWP is in the process of modifying the aeration basins to improve aeration at the facility and reduce sodium hypochlorite consumption. WRF1 had an emergency failure of the WRF1B Secondary Clarifier on May 26, 2019. The replacement equipment is in stock in the City's warehousing facility however the installation is difficult and could take up to two weeks to repair. During this time staff will need to dose a much higher volume of sodium hypochlorite to achieve the required ammonia oxidation to achieve mandatory disinfection rates. As a result, staff calculates the potential need for an additional \$200,000 maximum in sodium hypochlorite deliveries through the end of Fiscal Year 2018-19.

The water reclamation facilities have varying capacities for sodium hypochlorite:

Site	Sodium Hypochlorite Tank Capacity (gallons)
Water Reclamation Facility 1	27,500
Water Reclamation Facility 2	12,000
Water Reclamation Facility 3	5,000

Sodium hypochlorite is typically ordered in 5,000-gallon increments to achieve bulk pricing as noted above. 5,000 gallons is a standard truckload for sodium hypochlorite and orders less than 5,000 result in higher prices since that is considered a "short load." Staff places orders for sodium hypochlorite on a weekly basis, as needed based on the current tank capacity. Staff will sometimes split loads between facilities to achieve the minimum 5,000-gallon order quantity. For example, since WRF3 has a 5,000 capacity and can never reach an empty level, operators will split deliveries between WRF2 and WRF3 or WRF1 and WRF3.

Staff strictly adheres to standard operating procedures for chemical offloading. Operations staff participates in annual Safety Data Sheets (SDS) review and Hazardous Materials training to ensure they are familiar with the chemicals they use daily. All water reclamation staff members have the

required certifications to order and dose sodium hypochlorite.

For Fiscal Year 2019-20, DWP estimates 800 loads of sodium hypochlorite for water reclamation treatment.

Water Treatment

Sodium Hypochlorite and Sulfuric Acid are critical chemicals in the water treatment process.

Sodium Hypochlorite

Similar to water reclamation treatment, sodium hypochlorite is used in water treatment for disinfection and to achieve contact time. Sodium hypochlorite is used at the following facilities within the drinking water system:

Site	Sodium Hypochlorite Tank Capacity (gallons)
Lester	10,000
Sierra Del Oro	5,500
Glen Ivy	4,800
Well 11	4,500
Temescal Desalter	6,400

At the Lester and SDO Treatment Plants, sodium hypochlorite is used for pre- and post-treatment disinfection. The influent source for both treatment plants is Colorado River water which is full-body contact. This requires pre-chlorination before the treatment process for the health of the facility and to eliminate bacteria, viruses, parasites, giardia, and cryptosporidium, among others. Sodium hypochlorite is also used in post-treatment disinfection to achieve contact time through a chlorine contact basin (CCB). The chlorine contact time requirements are based on the City's Water Supply Permit as issued by the State Water Resources Control Board (formerly Department of Public Health, Division of Drinking Water).

At the Glen Ivy and Well 11 sites, sodium hypochlorite is used to treat groundwater before the water is blended into the distribution system. At the Temescal Desalter facility, sodium hypochlorite is used to achieve a contact time equivalent based on treatment technique.

For Fiscal Year 2019-20 DWP estimates 16,500 gallons of sodium hypochlorite per month for water treatment.

Sulfuric Acid

Sulfuric Acid is used exclusively at the Temescal Desalter. The Temescal Desalter utilizes reverse osmosis technology to treat groundwater. The sulfuric acid lowers the pH of the influent water from approximately 7.2 to 6.4. Sulfuric acid is a sequestration agent that aids in keeping minerals in suspension thereby optimizing the reverse osmosis process by keeping minerals from precipitating onto the membranes. These minerals are most commonly bicarbonate, calcium carbonate, and silica. Minerals stay in suspension and flow to the waste stream where they are rejected into the Inland Empire Brine Line (IEBL). Without sulfuric acid the Temescal Desalter would experience much

shorter run times between cleanings. Membrane cleanings are conducted based on certain triggers in the system including a change in differential pressure and overall feed water pressure. They are currently conducted by staff on an approximately-quarterly basis. Each cleaning results in some degradation to the membranes and as such staff tries to limit unnecessary cleanings. In addition, without sulfuric acid the membranes would need to be replaced more often. We are currently on a 4-year replacement cycle for membranes in the facility at an approximate rate of one train per year. The minerals are abrasive on the membranes and degrade the materials requiring changeouts on an increased frequency. A membrane changeout typically costs between \$150,000 and \$210,000 depending on which train is being replaced. The Temescal Desalter has four trains; trains 1 through 3 are identical, train 4 was added as phase II and has more vessels. Staff conducted an internal test years ago to test the feasibility of lowering the acid dosage and the plant quickly lost production.

DWP utilizes 93% sulfuric acid because it is a higher concentration and purity and therefore more stable. Sulfuric acid is dosed via SCADA and is flow paced based on influent flow to achieve a pH of 6.4 (based on initial plant design criteria). The Temescal Desalter produces 10.2 million gallons per day through the plant. During the treatment process water passes through decarbonators and operators dose sodium hydroxide to stabilize the pH. The pH entering the distribution system is approximately 7.5.

Deliveries occur in 3,000-gallon loads on a regular schedule. The Desalter receives two deliveries per month with an occasional third delivery if necessary. Operators receive special training and follow a rigorous procedure when offloading chemicals, particularly sulfuric acid. All chemicals are stored in containment structures and sulfuric acid is double contained throughout the plant. An operator must be present during delivery and the operator must vacate everyone else from the premises. The truck driver and operator conduct a pre-check and both must sign off on a pre-check form before offloading can begin.

Site	Sulfuric Acid Tank Capacity (gallons)
Temescal Desalter	12,000

Sulfuric acid is priced by wet pounds. One gallon of sulfuric acid weighs approximately 15.262 pounds. For Fiscal Year 2019-20, staff estimates 110,000 wet pounds per month of sulfuric acid.

DWP staff recommends extending the contracts through the end of Fiscal Year 2019-20 in accordance with the bid documents. In addition, the purchase order from Olin Corp has been increased by 25% as authorized by the City Manager pursuant to Ordinance No. 2970. The current purchase order for Olin Corp is \$850,000 (\$680,000 plus 25%). Staff recommends a purchase order with Olin Corp for \$1,050,000 per year starting in Fiscal Year 2018-19 through Fiscal Year 2019-20 to account for pricing increases and dosing changes that have occurred during the past five years.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Funding for the recommended action is included in the operating budget for Fiscal Year 2018-19 and has also been included in the proposed operating budget for Fiscal Year 2019-20 in the Water and Water Reclamation Funds.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KATIE HOCKETT, ASSISTANT GENERAL MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER & EXECUTIVE DIRECTOR

Attachments:

- Agenda Report, November 5, 2014
- Notice Inviting Bids No. DWP 15-102CA
- Olin Price Increase, Year 2019-20
- Olin Price Increase, Year 2018-19
- Univar Price Increase, Year 2019-20
- Univar Price Increase, Year 2018-19

COUNCIL ACTION: (For City Clerk use only)

- ☐ ADOPTED RESOLUTION NO. _____
☐ APPROVED ☐ APPROVED WITH CHANGES
CONTINUED TO _____ ☐ DENIED
INTRODUCED ORDINANCE NO. _____
☐ NO ACTION TAKEN/DID NOT PASS
☐ RECEIVED AND FILED ☐ RETURNED TO STAFF
☐ REFERRED TO _____
☐ SET FOR PUBLIC HEARING



Agenda Report No. 3.D.1

Scott

AGENDA REPORT REQUEST FOR CITY COUNCIL AND CORONA UTILITY AUTHORITY ACTION

DATE: November 5, 2014

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Department of Water and Power

SUBJECT: **CITY COUNCIL AND CORONA UTILITY AUTHORITY
AUTHORIZATION TO AWARD NOTICE INVITING BIDS (NIB)
DWP 15-102CA FOR WATER TREATMENT CHEMICALS**

RECOMMENDED ACTION:

That the:

1. City Council award Notice Inviting Bids (NIB) DWP 15-102CA for Water Treatment Chemicals to Univar USA, Inc. of Kent, WA as the lowest responsible and responsive bidder for the chemical Sulfuric Acid in the amount of \$200,000 and Olin Corp of Tracy, CA as the lowest responsible and responsive bidder for the chemical Sodium Hypochlorite in the amount of \$680,000 and waive any minor irregularities in the bids.
2. City Council authorize the Purchasing Manager to issue a purchase order to Univar USA, Inc. in the amount of \$200,000 and Olin Corp, in the amount of \$680,000 per year for the next five fiscal years beginning with Fiscal Year 2014-15.
3. City Council authorize the General Manager to approve necessary change orders up to the amount provided by Corona Municipal Code Section 3.08.080(l).
4. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

ANALYSIS:

On July 25, 2014, Notice Inviting Bids (NIB) No. 15-102 CA was formally advertised in the Press Enterprise, posted on the City's web site, and sent to several firms known to

File No. CC - _____.

DWP to provide the products solicited in the NIB. The bid format allowed bidders to submit bids for any, some, or all of the water treatment chemicals listed in the NIB in order to allow for more competitive bids.

Two bids were received for Sulfuric Acid and three bids were received for Sodium Hypochlorite by the August 25, 2014 due date. Univar USA, Inc. was the lowest bidder for Sulfuric Acid and Olin Corp was the lowest bidder for Sodium Hypochlorite.

Sulfuric Acid 93%

Vendor	City	3,000 Gal – Per Wet Pound
Univar USA, Inc.	Kent, WA	\$0.105
Brenntag Pacific, Inc.	Santa Fe Springs, CA	\$0.113

Sodium Hypochlorite 12.5%

Vendor	City	2,000-4,999 Gal. Per Gallon	5,000 Gal. Per Gallon	Optional Carrier Stop Charge
Olin Corp/dba Olin Chlor Alkali Products	Tracy, CA	\$0.594	\$0.564	\$75.00/site after 1 st stop
JCI Jones Chemicals, Inc.	Torrance, CA	\$0.636	\$0.585	\$85.00/site
Brenntag Pacific, Inc.	Santa Fe Springs, CA	\$0.99	\$0.89	\$150.00/site

DWP required all bidders to submit chemical samples with their bid documents by the August 25, 2014 due date. These samples were sent to an independent laboratory for third-party testing to confirm they met the Department's standards and technical specifications.

Based on DWP's evaluation of the bids, staff recommends award to Univar USA, Inc. for Sulfuric Acid and Olin Corp for Sodium Hypochlorite as the lowest responsible and responsive bidders for these chemicals.

FISCAL IMPACT:

Funding is available in the Fiscal Year 2014-2015 operating budget within the Water Utility Fund.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is exempt under the California Environmental Quality Act (CEQA).

REVIEWED BY:


Greg Irvine
Assistant City Manager

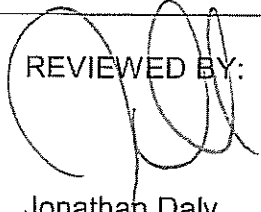
SUBMITTED BY:


Bradley L. Robbins
City Manager & Executive Director

REVIEWED BY:


Kerry D. Eden
Finance Director

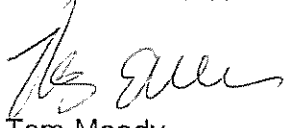
REVIEWED BY:


Jonathan Daly
General Manager

REVIEWED BY:


Scott Briggs
Purchasing Manager

PREPARED BY:


Tom Moody
Operations Manager



July 24, 2014

SUBJECT: NOTICE INVITING BIDS (“NIB”) NO. DWP 15-102CA

SECTION I

INVITATION

The City of Corona Department of Water & Power (“City”) invites bids from qualified vendors for:

Water Treatment Chemicals

Vendors may submit bids for one or more bulk chemicals listed on the Bid/Price Form and as described in the Technical Specifications. Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms, and must be signed by an authorized agent of the offering company, in order to be considered responsive.

Tentative NIB Schedule (Subject to change at City’s discretion)

1. Issue NIB	July 24, 2014
2. Advertise in Press Enterprise	July 25, 2014
3. Written Questions from Bidders Due	August 8, 2014; 3:00 p.m.
4. Responses from City Due	August 18, 2014
5. Bids Due	August 25, 2014; 2:00 p.m.
6. Bid Evaluation Completed	August 29, 2014
7. Successful Bidder Selection	September 2, 2014
8. Council Award of Bid	September 17, 2014

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Instructions to Bidders
Section III	Technical Specifications
Section IV	Bid Content and Forms

SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

Not Applicable

B. Examination of Bid Documents

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this NIB and will be posted on the City of Corona Department of Water and Power website (<http://www.discovercoronadwp.com/bids/index.shtml>).

2. Submitting Requests

- a. With the exception of oral questions asked at any Pre-Bid Meeting, all questions, clarifications or comments shall be put in writing and must be received by the City no later than August 8, 2014; 3:00 p.m., and be addressed as follows:

City of Corona Department of Water & Power
755 Public Safety Way
Attn: Carol Appelt
Corona, CA 92880

OR

Sent via e-mail to: carolyn.appelt@ci.corona.ca.us

- b. The exterior envelope of all requests for clarifications, questions and comments must be clearly labeled or in the subject heading in the case of emails, **“Not an Offer, NIB DWP 15-102CA Questions”**. The City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Inquiries received after August 8, 2014; 3:00 p.m. will not be accepted.
- d. It is the sole responsibility of bidders to call 951-279-3620 to ensure that all written questions, clarifications or comments submitted were received by City.

3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this NIB, by way of Addendum via e-mail and posted on the Department of Water and Power’s website, no later than 72 hours prior to Bid Due Date and Time.
- b. It is the responsibility of bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Bid Due Date and Time, the Bid Due date will be extended.

E. Informed Bidders

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

F. Submission of Bids

1. Date and Time

All bids are to be submitted to City of Corona Department of Water & Power, Attention: Carol Appelt. Bids **must** be received no later than **August 25, 2014; at 2:00 p.m.** Bids received after this time and date shall be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

Bids shall be addressed as follows:

City of Corona Department of Water & Power
755 Public Safety Way
Attn: Carol Appelt
Corona, CA 92880

Bids may be delivered in person or by other delivery methods. It is the sole responsibility of bidders to ensure that their bids are received at the **time and place** indicated in the NIB. **Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.**

3. Identification of Bids

Bidder shall submit a bid package consisting of:

- a) a **signed original** of its bid;
- b) a completed and signed Price Form;
- c) Information Required of Bidders;
- d) Customer Experience/Reference Form;
- e) Non-Collusion Declaration;
- f) Local Bidder Preference Statement;
- g) OSHA Documentation Print Out;
- h) Product Bulletin and Typical Properties;
- i) Current Material Safety Data Sheet;
- j) Bidder Certifications;

- 1) Certificate of Analysis
- 2) Affidavit of Compliance to AWWA and ANSI/NSF 60 Standards

Bidders may submit bids for one or more bulk chemicals, but each bulk chemical must be bid individually and submitted in a separate sealed envelope. The bid package shall be addressed as shown in Section II.F.2 above, bearing the Bidder's name and address and clearly marked as follows:

**“NIB No. DWP 15-102CA:
Water Treatment Chemicals -
followed by the Chemical Name”**

4. Acceptance of Bids

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB.
- c. The City reserves the right to postpone bid opening for its own convenience.

G. Bid Withdrawal

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by Carol Appelt before the Bid Submission Date & Time. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

H. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. preparing its bid in response to this NIB;
2. submitting that bid to City;
3. negotiating with City any matter related to this bid; or

4. any other expenses incurred by the Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

I. Award

Issuance of this NIB and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to award to other than the selected Bidder(s) should the selected Bidder(s) fail to accept award. **The City shall endeavor to award solely to the lowest responsive, responsible bidder for each bulk chemical listed on the Bid/Price Form.**

J. Acceptance of Order

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

Bidders shall state in their bid any exceptions to or deviations from the requirements of this NIB and the terms and conditions of the Form of Agreement if applicable, segregating “technical” exceptions from “contractual” exceptions. Where bidder wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained. The Bidder shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement not excepted in their bid. City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional bids at its sole discretion.

K. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

L. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

M. Primary Bidders

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

N. Special Provisions

1. **SAFETY REQUIREMENTS.** Bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Department of Industrial Relations and must adhere to all state, federal and Occupational Safety and Health Act (OSHA) safety standards while on City premises. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders.

The City reserves the right to refuse any shipment, at its sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal by City shall result in the return of the chemical at Bidder's sole expense.

If requested by the City, the successful Bidder or their agent providing transportation and delivery of the chemical being supplied, shall provide chemical safety training on the safe handling and use of emergency procedures in the event of a leak or spill. The safety training may be performed at least once per year at City's facilities and prior to commencing deliveries. It is preferred that this training be offered at no additional cost to the City. The successful Bidder or their agent may be asked to review City work site safety materials and agree to provide, if requested by City, a signed acknowledgement of their receipt of the site safety materials.

2. **SAFETY GEAR AND PROTECTION AT THE WORK SITE.** The successful Bidder or their agent shall furnish, and all driver/delivery personnel shall have on hand and wear at all times, appropriate personal protective clothing and equipment (PPE) required to off-load the chemical based upon the degree of hazard at time of delivery. At minimum, City

work site safety PPE requirements include, but are not limited to, hard hat, safety shoes, reflective safety vest, eye protection, long trousers, and wheel chocks. Driver must be aware of surrounding chemical storage areas and any possible reactivity in the event of a spill or leak while off-loading. The use of wheel chocks by the successful Bidder or their agent providing transportation and delivery of the chemical shall be mandatory during the entire dispensing process.

3. **SPILLAGE REQUIREMENTS.** The successful Bidder or their agent shall be properly trained and thoroughly familiar with the related hazards, safety measures, and spill clean-up procedures required for the chemical during delivery. Should a spill or leak, regardless of size, result due to negligence, faulty equipment, or inferior packaging on the part of the Bidder or their agents, Bidder and their agents shall be responsible for cleaning up the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up.

It shall be the Bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the City's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away by Bidder and lawfully disposed of at no charge to the City. The City's property must not be used for such disposal. If the spill is not cleaned up, the City will hire a certified hazardous materials handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the Bidder. The chemical must stay in the possession of the successful Bidder and must not be unloaded until accepted by the City. Successful Bidder or their agent shall monitor the entire dispensing process.

4. **MATERIAL SAFETY DATA SHEET (MSDS).** Bidders shall submit a current MSDS for the chemical offered with their bid. Bidder's failure to provide a current MSDS with their bid may result in rejection of the bid as non-responsive. The successful Bidder shall also provide a current MSDS for each chemical load at time of delivery to each delivery point location.
5. **ESTIMATED QUANTITY.** The quantities indicated for each chemical listed in the Technical Specifications are estimates of anticipated usage for a 12 month period and are provided for informational purposes only. Nothing in these estimated quantities must be construed as obligating the City to purchase specific quantities, as the quantities may vary depending upon actual operating conditions and demand during the contract term. Orders for delivery will be placed on an "as needed" basis.

6. **SAMPLES.** For evaluation purposes, samples may be required from Bidders. Refer to the Technical Specifications for individual bid sample requirements. Samples shall be provided at no charge. City reserves the right to consume samples for testing purposes. The City may retain the samples until delivery and acceptance of contracted items. Bidder shall remove samples at their expense within (30) days of request by City.
7. **COMPLIANCE WITH OSHA.** Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
8. **F.O.B. POINT & SHIPPING CHARGES.** All prices shall be quoted F.O.B. destination, Corona, California. Specific FOB destination delivery point locations for each chemical are provided in the detailed specifications found in Section III. Technical Specifications/General Provisions of this NIB.
9. **NEW AND UNUSED.** Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.
10. **CITY OF CORONA BUSINESS LICENSE.** The successful bidder(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Contract. The Business License is not a prerequisite for submission of a bid. Inquiries regarding Business License may be answered by calling (951) 736-2275. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

O. Filing of Bid Protests

Bidders may file a “protest” of a Bid with the City’s DWP Finance and Administration Manager. In order for a Bidder’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid opening date;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;

4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the DWP Finance and Administration Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The DWP Finance and Administration Manager will provide a written decision to the protestor.

P. Local Bidder Preference Program

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Q. Public Records

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform bidder of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

R. Insurance

1. Within ten (10) consecutive calendar ***days*** of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified herein.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall

also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) ***General Liability***: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) ***Automobile Liability***: **\$2,000,000** per accident for bodily injury and property damage; (3) ***Workers' Compensation and Employer's Liability***: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease; and (4) ***Pollution Liability***: Contractor shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the contract, pollution liability insurance including coverage for bodily injury, property damage, and environmental damage. Such insurance shall be in an amount not less than **\$2,000,000** per claim/**\$4,000,000** policy aggregate, and shall be endorsed to include contractual liability and non-owned disposal sites. If the Contractor maintains higher limits than the minimums shown above the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
- (A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed

by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- (B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
- (C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (D) Pollution Liability. The pollution liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's

insurance and shall not be called upon to contribute with it in any way.

- (E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available Contractor shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Contractor; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Contractor's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to Contractor shall be considered breach of contract.
4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.
5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.
7. Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

8. Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

S. Indemnification

Supplier shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all Claims (as defined below) in any manner arising out of or incident to (i) any acts, omissions or willful misconduct of supplier, its officials, officers, employees, agents, consultants and contractors; (ii) the performance of the work or this contract; and/or (iii) any action for product liability arising from a defect in the design, materials and workmanship of any product provided. Supplier shall defend, at supplier's own cost, expense and risk, any and all Claims of any kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the purpose of this provision, "Claims" means claims, actions, or causes of action, regulatory, legislative or judicial proceedings, at law or equity, and all associated liabilities, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, whether in connection with property or persons, including wrongful death, in each case as awarded by a court or arbitrator, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) all consequential damages and damages that arise as a result of strict liability.

T. Term of Contract

The contract term shall be effective on or about September 22, 2014 through June 30, 2015 with an option to extend the contract on a year-to-year basis, not to exceed five (5) consecutive one-year renewal terms under the same contractual terms and conditions contained herein.

Should the City elect to exercise the option to extend the contract for an additional one-year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Price adjustments shall be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban

Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U)", not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

U. Termination

If, for any reason, vendor fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the vendor violates any of the provisions of this contract, then the City may terminate the contract by giving written notice to the vendor of such termination and specify the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished work prepared by the vendor under this contract may, at the option of the City, become the City's property and vendor may be entitled to receive just and equitable compensation for any satisfactory work.

Reasons for cancellation may include, but are not limited to, any of the following:

1. The chemical being supplied no longer performs as required.
2. The vendor fails to provide the required MSDS sheets and certificate of analysis with each delivery.
3. The vendor fails to deliver as required.
4. Loss of NSF certification.

Termination of the contract pursuant to this paragraph may not relieve the vendor of any liability to City for damages sustained by City because of any breach of contract by vendor, and City may withhold any payments to vendor for the purpose of setoff until such time as the exact amount of damages due City from vendor is determined. In the event the City cancels the contract, the vendor shall not be entitled to damages. Vendor may not terminate this contract except for cause.

V. Assignment:

Bidder shall under no circumstances assign the contract without the prior written consent of the City.

W. Safety Requirements/Violations:

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any violation of federal or state OSHA regulations within the last five (5) years. Bidders must demonstrate that no such violation has occurred by providing appropriate documentation with their bid documents evidencing that no violations have occurred. Such documentation may include, but is not limited to, printouts available from <http://www.osha.gov/pls/imis/establishment.html>. Any such

violation shall render a bidder non-responsive. Likewise, any failure to provide appropriate documentation with the bid evidencing that no federal or state OSHA violations have occurred may result in rejection of the bid as non-responsive.

X. References:

Bidders must list a minimum of three municipal or public utility references that have purchased similar chemicals and services from Bidder within the last five (5) years on the form provided herein. Wherever possible, Bidders should provide references for customers from the same region as City.

Y. Order Contact:

Bidders shall indicate on the Information Required of Bidder's form the name, telephone number, and email address of their contact for placing of orders.

Z. Subcontracting:

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

SECTION III.

TECHNICAL SPECIFICATIONS/GENERAL PROVISIONS

AQUEOUS AMMONIA 19%

General:

The City is seeking sealed bids for the purchase and delivery of Aqueous Ammonia 19% on an as needed basis for use in treating potable water. The estimated annual requirement ("Estimated Quantity") is approximately 40,000 gallons. The Aqueous Ammonia 19% is to be delivered in bulk tanker truck loads to seven (7) delivery point locations within the City and must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an "as needed" basis, and the successful bidder shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of 250 to 5,000 gallons (per location).

Chemical Specifications:

The Aqueous Ammonia 19% supplied by Bidder shall:

- 1) Conform to American Water Works Association's (AWWA) Standard for Aqueous Ammonia 19%, B306-07 (or the most current version)
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 3) Be 85% pure
- 4) Be 19% solution
- 5) Be colorless and transparent
- 6) Not require any special activation or handling procedures
- 7) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City's facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

Manufacturer's Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

Bidders shall submit the following manufacturer's information with their bid. Bidder's failure to provide appropriate manufacturer's documentation with their bid may result in rejection of the bid as non-responsive.

- 1) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.
- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer.
- 4) Product Bulletin and Typical Properties
- 5) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Aqueous Ammonia 19% to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of ammonia
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample of the chemical from the tanker at City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by tanker truck in bulk quantities to the facility delivery points listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling City's (951) 317-4611; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Aqueous Ammonia 19% and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.

- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in the per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of chemical delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) All Aqueous Ammonia 19% shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks or trailers shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Aqueous Ammonia 19% shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

FOB Destination Delivery Point Locations:

City of Corona Facility Delivery Points	Storage Capacity
Temescal Desalter 745 Public Safety Way Corona, CA 92880	1,250 gallons
Lester Water Treatment Plant 2970 Rimpau Avenue Corona, CA 92881	4,900 gallons
Sierra Del Oro Water Treatment Plant 2940 Wilderness Circle Corona, CA 92882	7,686 gallons
Well 11 1865 Pomona Road Corona, CA 92882	1,250 gallons
Glen Ivy Reservoir 8965 Glen Ivy Road Corona, CA 92883	1,000 gallons

City of Corona Facility Delivery Points	Storage Capacity
Promenade Connection 2442 Promenade Avenue Corona, CA 92879	550 gallons
Manglar Blending Station 2208 Manglar Avenue Corona, CA 92882	2,000 gallons

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, insurance, overhead and profit, delivery and transportation costs, and all applicable taxes except sales tax.

Bid prices should be based on bulk tanker truck load deliveries. For the purpose of attaining better pricing, the City reserves the right to combine multiple facility requirements into a single order to meet the minimum 2,000 to 5,000 gallon order requirement. Bidders would then be required to split deliveries among any combination of the seven (7) delivery point locations stated in these specifications for that order.

Bid prices shall remain effective and in force for the entire Initial Purchase Order Period, and Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form; including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation.

Bid Samples

Bidder is required to submit duplicate one (1) liter bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Aqueous Ammonia 19% to be supplied and must be accompanied by the appropriate Certificate of Analysis and current MSDS. The Bid Samples, Certificates of Analysis, and MSDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and MSDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

Carol Appelt
City of Corona
Department of Water & Power
755 Public Safety Way
Corona, CA 92880

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. DWP 15-102CA and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

ALUMINUM SULFATE 48.5%

General:

The City is seeking sealed bids for the purchase and delivery of Aluminum Sulfate 48.5% on an as needed basis for use in treating potable water. The estimated annual requirement ("Estimated Quantity") is approximately 60,000 gallons. The Aluminum Sulfate 48.5% is to be delivered in bulk tanker truck loads to two (2) delivery point locations within the City and must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an "as needed" basis, and the successful bidder shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of 4,000 gallons.

Chemical Specifications:

The Aluminum Sulfate 48.5% supplied by Bidder shall:

- 1) Conform to American Water Works Association's (AWWA) Standard for Aluminum Sulfate 48.5%, B-403 (or the most current version)
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 3) Be approximately 48.5% dry aluminum sulfate in water
- 4) Specific gravity @ 60 F = 1.335 pH
- 5) Not require any special activation or handling procedures
- 6) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City's facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.
- 7) Be acidified alum ranging from 0 to 10% based on water quality demands, necessary acidified alum percentage will be indicated by City of Corona and requested at time of order.

Manufacturer's Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

Bidders shall submit the following manufacturer's information with their bid. Bidder's failure to provide appropriate manufacturer's documentation with their bid may result in rejection of the bid as non-responsive.

- 1) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.
- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer
- 4) Product Bulletin and Typical Properties
- 5) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Aluminum Sulfate 48.5% to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of aluminum sulfate
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample of the chemical at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by tanker truck in bulk quantities to the facility delivery points listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling City's (951) 317-4611; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Aluminum Sulfate 48.5% and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.

- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in their per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of chemical delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) All Aluminum Sulfate 48.5% shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks or trailers shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Aluminum Sulfate 48.5% shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

FOB Destination Delivery Point Locations:

City of Corona Facility Delivery Points	Storage Capacity
Lester Water Treatment Plant 2970 Rimpau Avenue Corona, CA 92881	9,600 Gallons
Sierra Del Oro Water Treatment Plant 2940 Wilderness Circle Corona, CA 92882	6,000 Gallons

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes except sales tax.

Bid prices should be based on bulk tanker truck load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation.

Bid Samples

Bidder is required to submit duplicate one (1) liter bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Aluminum Sulfate 48.5% to be supplied and must be accompanied by the appropriate Certificate of Analysis and current MSDS. The Bid Samples, Certificates of Analysis, and MSDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and MSDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

Carol Appelt
City of Corona
Department of Water & Power
755 Public Safety Way
Corona, CA 92880

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. DWP 15-102CA and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

SODIUM HYPOCHLORITE 12.5%

General:

The City is seeking sealed bids for the purchase and delivery of Sodium Hypochlorite 12.5% on an as needed basis for use in treating potable water and wastewater. The estimated annual requirement (“Estimated Quantity”) is approximately 975,000 gallons. The Sodium Hypochlorite 12.5% is to be delivered in bulk tanker truck loads to nine (9) delivery point locations within the City and must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an “as needed” basis, and the successful bidder shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of 2,000 gallons.

Chemical Specifications:

The Sodium Hypochlorite 12.5% supplied by Bidder shall:

- 1) Conform to American Water Works Association’s (AWWA) Standard for Sodium Hypochlorite 12.5%, B-300 (or the most current version)
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 3) Be approximately 12.5% “watercare” grade
- 4) Not require any special activation or handling procedures
- 5) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City’s facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

Manufacturer’s Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

Bidders shall submit the following manufacturer’s information with their bid. Bidder’s failure to provide appropriate manufacturer’s documentation with their bid may result in rejection of the bid as non-responsive.

- 1) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.
- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer
- 4) Product Bulletin and Typical Properties
- 5) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Sodium Hypochlorite 12.5% to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point, for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of sodium hypochlorite
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The

quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample of the chemical at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by tanker truck in bulk quantities to the facility delivery points listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling (951) 317-4611 for all water treatment facility deliveries and (951) 830-2396 for all water reclamation facility deliveries; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Sodium Hypochlorite 12.5% and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.

- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in the per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of chemical delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) All Sodium Hypochlorite 12.5% shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks or trailers shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Sodium Hypochlorite 12.5% shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical at City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

FOB Destination Delivery Point Locations:

City of Corona Facility Delivery Points	Storage Capacity
Lester Water Treatment Plant 2970 Rimpau Avenue Corona, CA 92881	9,600 Gallons
Sierra Del Oro Water Treatment Plant 2940 Wilderness Circle Corona, CA 92882	5,200 Gallons
Temescal Desalter 745 Public Safety Way Corona, CA 92880	6,400 Gallons
Well 11A 1865 Pomona Road Corona, CA 92882	4,500 Gallons
Glen Ivy Reservoir 8965 Glen Ivy Road Corona, CA 92883	4,800 Gallons

City of Corona Facility Delivery Points	Storage Capacity
Manglar Blending Station 2208 Manglar Avenue Corona, CA 92882	5,000 gallons
Water Reclamation Facility 1 2205 Railroad Street Corona, CA 92880	25,000 gallons
Water Reclamation Facility 2 650 East Harrison Street Corona, CA 92879	3,000 gallons
Water Reclamation Facility 3 3997 Temescal Canyon Road Corona, CA 92879	5,000 Gallons

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes except sales tax.

Bid prices should be based on bulk tanker truck load deliveries. For the purpose of attaining better pricing, the City reserves the right to combine multiple facility requirements into a single order to meet the minimum 5,000 gallon order requirement. Bidders would then be required to split deliveries among any combination of the nine (9) delivery point locations stated in these specifications for that order.

Bid prices shall remain effective and in force for the entire Initial Purchase Order Period, and Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation. Shipments to the City's water reclamation facilities will be subject to California Sales Tax.

Bid Samples

Bidder is required to submit duplicate 500 ml bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Sodium Hypochlorite 12.5% to be supplied and must be accompanied by the appropriate Certificate of Analysis and current MSDS. The Bid Samples, Certificates of Analysis, and MSDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and MSDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

Carol Appelt
City of Corona
Department of Water & Power
755 Public Safety Way
Corona, CA 92880

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. DWP 15-102CA and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

CORROSION AND SCALE INHIBITOR

General:

The City is seeking sealed bids for the purchase and delivery of Corrosion and Scale Inhibitor on an as needed basis for use in treating potable water. The estimated annual requirement (“Estimated Quantity”) is approximately 15,000 gallons. The Corrosion and Scale Inhibitor is to be delivered in bulk totes and must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an “as needed” basis, and the successful bidder shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of two (2) totes.

Chemical Specifications:

The Corrosion and Scale Inhibitor supplied by Bidder shall:

- 1) Conform to American Water Works Association’s (AWWA) Standard for Corrosion and Scale Control Inhibitor, most current version
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 3) Be able to suspend Corrosion and Scale in potable water with Langlier range of 2 to 1
- 4) Be neat fed
- 5) Not require any special activation or handling procedures
- 6) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City’s facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

Manufacturer’s Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

Bidders shall submit the following manufacturer's information with their bid. Bidder's failure to provide appropriate manufacturer's documentation with their bid may result in rejection of the bid as non-responsive.

- 1) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.
- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer
- 4) Product Bulletin and Typical Properties
- 5) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Corrosion and Scale Inhibitor to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of chemical(s)
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample of the chemical at City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by truck in bulk quantities to the delivery point listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling City's (951) 317-4611; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Corrosion and Scale Inhibitor and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.

- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in the per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of chemical delivered.
- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) All Corrosion and Scale Inhibitor shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks, trailers or totes shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Corrosion and Scale Inhibitor shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

FOB Destination Delivery Point Location:

Temescal Desalter
745 Public Safety Way
Corona, CA 92880

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes except sales tax.

Bid prices should be based on bulk load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation.

Bid Samples

Bidder is required to submit duplicate one (1) liter bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Corrosion and Scale Inhibitor to be supplied and must be accompanied by the appropriate Certificate of Analysis and current MSDS. The Bid Samples, Certificates of Analysis, and MSDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and MSDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

Carol Appelt
City of Corona
Department of Water & Power
755 Public Safety Way
Corona, CA 92880

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. DWP 15-102CA and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform

to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

SULFURIC ACID 93%

General:

The City is seeking sealed bids for the purchase and delivery of Sulfuric Acid 93% on an as needed basis for use in treating potable water. The estimated annual requirement (“Estimated Quantity”) is approximately 90,000 gallons. The Sulfuric Acid 93% is to be delivered in bulk truck loads and must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an “as needed” basis, and the successful bidder shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of 3,000 gallons.

Chemical Specifications:

The Sulfuric Acid 93% supplied by Bidder shall:

- 1) Conform to American Water Works Association’s (AWWA) Standard for Sulfuric Acid 93%, most current version
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 3) Be 93% low iron, RO grade
- 4) Not require any special activation or handling procedures
- 5) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City’s facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

Manufacturer’s Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

Bidders shall submit the following manufacturer’s information with their bid. Bidder’s failure to provide appropriate manufacturer’s documentation with their bid may result in rejection of the bid as non-responsive.

- 1) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.
- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer
- 4) Product Bulletin and Typical Properties
- 5) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Sulfuric Acid 93% to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of chemical(s)
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample of the chemical at City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by tanker truck in bulk quantities to the facility delivery point listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling City's (951) 317-4611; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Sulfuric Acid 93% and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.
- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in the per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of chemical delivered.

- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) All Sulfuric Acid 93% shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks or trailers shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Sulfuric Acid 93% shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample of the chemical at City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

FOB Destination Delivery Point Location:

Temescal Desalter
745 Public Safety Way
Corona, CA 92880

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes except sales tax.

Bid prices should be based on bulk truck load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation.

Bid Samples

Bidder is required to submit duplicate one (1) liter bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Sulfuric Acid 93% to be supplied and must be accompanied by the appropriate Certificate of Analysis and current MSDS. The Bid Samples, Certificates of Analysis, and MSDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and MSDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

Carol Appelt
City of Corona
Department of Water & Power
755 Public Safety Way
Corona, CA 92880

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. DWP 15-102CA and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

SODIUM HYDROXIDE 25%

General:

The City is seeking sealed bids for the purchase and delivery of Sodium Hydroxide 25% on an as needed basis for use in treating potable water. The estimated annual requirement (“Estimated Quantity”) is approximately 10,000 gallons. The Sodium Hydroxide 25% is to be delivered in bulk tanker truck loads and must meet the requirements and specifications provided herein.

Quantity:

The Estimated Quantity is not a guarantee of actual usage as quantities may vary depending upon actual operating conditions and demand. Orders for delivery will be placed on an “as needed” basis, and the successful bidder shall deliver the required amounts, whether greater or smaller than the Estimated Quantity. Deliveries will be made in minimum shipments of 2,000 gallons.

Chemical Specifications:

The Sodium Hydroxide 25% supplied by Bidder shall:

- 1) Conform to American Water Works Association’s (AWWA) Standard for Sodium Hydroxide 25%, most current version
- 2) Be certified by an accredited certification organization in accordance with the most current American National Standards Institute/National Science Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects
- 4) Not require any special activation or handling procedures
- 5) Be free from suspended matter or sediment or other contaminating substances which could interfere with the normal operation of City’s facilities by causing blockage or clogging of feed lines, valves, strainers, measuring devices, etc.

Manufacturer’s Information:

All chemicals shall conform to the appropriate AWWA Standard for the bulk chemical and shall be tested and certified as meeting ANSI/NSF Standard 60 and these specifications. The NSF certification for the chemical bid must be current on the date of bid submittal.

Bidders shall submit the following manufacturer’s information with their bid. Bidder’s failure to provide appropriate manufacturer’s documentation with their bid may result in rejection of the bid as non-responsive.

- 1) An affidavit of compliance to the appropriate AWWA Standard and ANSI/NSF standard that the chemical complies with all applicable

requirements and specifications provided herein. Bidders shall also include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. NSF certification for the chemical bid must be current on the date of bid submittal.

- 2) A representative Certificate of Analysis of the chemical to be supplied
- 3) Name and address of the chemical manufacturer
- 4) Product Bulletin and Typical Properties
- 5) Current Material Safety Data Sheet

Certificate of Analysis:

Bidders shall submit with their bid a representative Certificate of Analysis for the Sodium Hydroxide 25% to be supplied. Bidder's failure to provide a representative Certificate of Analysis with their bid may result in rejection of the bid as non-responsive.

The successful Bidder shall also provide Certificates of Analysis at time of delivery to the City and to each delivery point for the specific batch or lot of chemical delivered.

All Certificates of Analysis shall include the following:

- 1) Product name
- 2) Date of manufacture
- 3) Date of delivery
- 4) Shipper ID
- 5) Specific gravity at 60 degrees F
- 6) Percent (%) of sodium hydroxide
- 7) pH
- 8) Appearance

No deliveries will be accepted by the City unless accompanied by said Certificate of Analysis for the specific batch or lot of chemical delivered and the quality specifications provided herein.

Bidders shall include the cost of the Certificate of Analysis in their unit price on the Bid/Price Form.

Conformance To Specifications After Award: All chemicals furnished must be satisfactory to the City and shall conform to all specifications contained herein. The quality of the chemical will be determined from the analysis of a grab sample collected upon arrival at the point of delivery.

Delivery drivers shall be prepared to draw a grab sample at the City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

At City's discretion, random samples may be evaluated and analyzed by an outside laboratory for compliance with these specifications, and/or the City employee supervising the delivery may inspect or perform simple tests on the chemical before it is accepted for offloading at the point of delivery.

If deficiencies are detected, the unsatisfactory chemical will be rejected, and it shall be the successful Bidder's responsibility to remove and replace any rejected chemical within 48 hours of receipt of notice. If the successful Bidder refuses or neglects to replace the rejected chemical, the chemical will be removed by the City and the cost for removal and disposal shall be billed to the successful Bidder; it may also result in immediate termination of the contract. No charges will be made for any delivered chemical that has been rejected by the City.

It is the responsibility of the successful Bidder to immediately notify the City (within 24 hours from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient cause for immediate termination of the contract.

Delivery:

Bidder shall deliver the chemical by tanker truck in bulk quantities to the facility delivery points listed below, and all deliveries shall conform to the following:

- 1) Deliveries shall be made within three (3) working days after placement of order.
- 2) Deliveries shall be made Sunday through Saturday (including holidays) between 0800 and 1700 hours. Prior to the actual delivery, the successful Bidder or their agent shall provide the City with a minimum one (1) hour notice by calling City's (951) 317-4611; **no exceptions.**
- 3) No delivery can be made without a City representative on site.
- 4) Dated delivery bills of lading, identifying the Sodium Hydroxide 25% and quantity for each delivery location, must be signed by and provided to a City representative at time of delivery.
- 5) All bulk shipments shall include a weight ticket from a certified weigh station in addition to a shipping manifest. Bidder shall include the cost of the weight ticket in the per unit cost.
- 6) All shipments shall include the most current Material Safety Data Sheet (MSDS) for the specific batch or lot of chemical delivered.

- 7) All shipments shall include a Certificate of Analysis for the specific batch or lot of chemical delivered.
- 8) All shipments shall include an Affidavit of Compliance for the specific batch or lot of chemical delivered.
- 9) Delivery drivers shall be properly licensed by the California Department of Motor Vehicles.
- 10) All Sodium Hydroxide 25% shall be delivered in accordance with the Department of Transportation regulations.

Delivery truck tanks or trailers shall be clean and free of residue from previous loads which might contaminate the chemical. It is the successful Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for delivery of the Sodium Hydroxide 25% shall be clean and free from contaminating material.

Delivery drivers shall be prepared to draw a grab sample at City's request and in the presence of the City employee supervising the delivery. The sample shall be placed in a container provided by City, which shall include a label to be completed by the driver collecting the sample, and given to the City.

FOB Destination Delivery Point Location:

Temescal Desalter
745 Public Safety Way
Corona, CA 92880

Rejection of Deliveries:

The City reserves the right to reject any chemical delivery which has been contaminated or does not meet the quality, regulatory, safety, or delivery requirements and return said delivery to the successful Bidder at no cost to the City. Any shipment not meeting these specifications shall be redelivered by Bidder at Bidder's sole cost and expense within forty-eight (48) hours' notice of the unacceptable delivery.

Pricing:

Bidders shall include in their unit bid prices all costs incidental to providing, delivering and offloading the chemical to the City's designated delivery points, including but not limited to materials, labor, equipment, apparatus, certification fees, overhead and profit, insurance, delivery and transportation costs, and all applicable taxes except sales tax.

Bid prices should be based on bulk tanker truck load deliveries and shall remain effective and in force for the entire Initial Purchase Order Period. Bidders must consider any anticipated cost fluctuations when preparing their bid.

The successful Bidder shall not invoice for any costs not included on the Bid/Price Form, including but not limited to fuel surcharges or other transportation costs between the supplier and the final delivery points; therefore, Bidders must insure that all costs and/or surcharges are included in their unit bid price even though the Bid/Price Form may not specifically list them.

Taxes:

Bid prices are to be quoted exclusive of California sales tax. Pursuant to Sales and Use Tax Law, water treatment facilities are entitled to submit Resale Certificates to the California State Board of Equalization which exempt the City's utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. City will provide the successful Bidder with the appropriate documentation.

Bid Samples

Bidder is required to submit duplicate one (1) liter bid samples in tightly capped glass containers with their bid. Bid samples may also be pre-shipped in advance of the bid due date and time. These samples must be representative of the Sodium Hydroxide 25% to be supplied and must be accompanied by the appropriate Certificate of Analysis and current MSDS. The Bid Samples, Certificates of Analysis, and MSDS shall be delivered, at no cost to City. Failure to provide the Bid Samples, Certificates of Analysis and MSDS may result in the Bidder's bid being deemed nonresponsive. All pre-shipped samples shall be sent to:

Carol Appelt
City of Corona
Department of Water & Power
755 Public Safety Way
Corona, CA 92880

Each sample shall be appropriately labeled and include the Bidder's name and Notice Inviting Bids No. DWP 15-102CA and the chemical name. The Certificate of Analysis shall include all information stated in the Certificate of Analysis section above. Prior to award, the City shall verify, by means satisfactory to itself, bid samples submitted conform to these specifications. Failure of the samples to meet any one of the required specifications provided herein shall be sufficient grounds for rejection of the bid.

SECTION IV.

BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Bids shall contain the following:

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all NIB addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than 90 days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

Bidder may also propose enhancement or procedural or technical innovations to the Technical Specifications which do not materially deviate from the objectives or required content of the project, pursuant to all requirements contained in Section IV.A.2 below.

2. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this NIB on the Bid/Price form where indicated. Bidders are cautioned that exceptions to or deviations from NIB requirements may cause their bid to be rejected as non-responsive.

3. Appendices

Information considered by Bidder to be pertinent to this NIB and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not

constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, Bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by Bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be Net forty-five (45) days. Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. Destination, Corona, California.

D. MODIFICATION OF BIDS

Each Bidder shall submit its Bid in strict conformance with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

BID / PRICE FORM

REQUEST FOR QUOTES: **NIB NO. DWP 15-102CA**

DESCRIPTION OF NIB : **Water Treatment Chemicals**

BIDDER'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

ANNUAL PURCHASE ORDER

The initial Purchase Order Period shall be effective on or about September 22, 2014 through June 30, 2015 with five (5) one year option renewal periods. Chemical requirements are on an as-needed basis, with no guaranteed usage for NIB DWP 15-102CA. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period. Subsequent purchase order periods, if exercised by the City, are as follows:

Second year purchase order period July 1, 2015 through June 30, 2016
Third year purchase order period July 1, 2016 through June 30, 2017
Fourth year purchase order period July 1, 2017 through June 30, 2018
Fifth year purchase order period July 1, 2018 through June 30, 2019
Sixth year purchase order period July 1, 2019 through June 30, 2020

Option year pricing shall be negotiated by the Parties prior to commencement of the additional one year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Bidders may submit bids for one or more bulk chemicals, but each bulk chemical must be bid individually and submitted in a separate sealed envelope in accordance with the Submission of Bids subsection in the Instructions to Bidders, Section II.F.

Provide Firm Fixed Price cost information in the spaces provided below for each chemical bid, and any other incidental or additional costs required to complete the Technical Specifications and Special Provisions requirements. In the event that bidder intends to bid zero dollar value for any item shown in the Bid/Price Form, bidder shall enter “zero” or “0” in the space provided for price or cost.

Unit prices shall include all costs except California State sales tax, including but not limited to materials, supplies, labor, equipment, certification fees, delivery, transportation, mill assessments, and ancillary costs for performing under the scope and specifications of this NIB.

1. Aqueous Ammonia 19% – Estimated Quantity 40,000 Gallons

Quantity	Delivered Price – Per Wet Pound
250 – 1,999 gallon delivery	\$ _____
2,000 – 5,000 gallon delivery	\$ _____

Payment will be made on a cost per “wet pound” basis, and the billing weight shall be defined as delivery weight. Delivery weight shall be calculated as follows:

Delivery Wet Weight = delivered gallons x _____ lbs/gallon

Manufacturer’s Name: _____

Brand Name: _____

Manufacturer’s Address: _____

2. **Aluminum Sulfate 48.5% – Estimated Quantity 60,000 Gallons**

Quantity	Delivered Price – Per Wet Pound
4,000 gallon delivery	\$ _____

Payment will be made on a cost per “wet pound” basis, and the billing weight shall be defined as delivery weight. Delivery weight shall be calculated as follows:

Delivery Wet Weight = delivered gallons x _____ lbs/gallon

Manufacturer’s Name: _____

Brand Name: _____

Manufacturer’s Address: _____

3. **Sodium Hypochlorite 12.5% – Estimated Quantity 975,000 Gallons**

Quantity	Delivered Price – Per Gallon
2,000 – 4,999 gallon delivery	\$ _____
5,000 gallon delivery	\$ _____

Manufacturer’s Name: _____

Brand Name: _____

Manufacturer’s Address: _____

4. **Corrosion and Scale Inhibitor – Estimated Quantity 15,000 Gallons**

Quantity	Delivered Price – Per Wet Pound
275 gallon tote delivery	\$ _____

Payment will be made on a cost per “wet pound” basis, and the billing weight shall be defined as delivery weight. Delivery weight shall be calculated as follows:

Delivery Wet Weight = delivered gallons x _____ lbs/gallon

Manufacturer’s Name: _____

Brand Name: _____

Manufacturer’s Address: _____

5. **Sulfuric Acid 93% – Estimated Quantity 90,000 Gallons**

Quantity	Delivered Price – Per Wet Pound
3,000 gallon delivery	\$ _____

Delivery Wet Weight = delivered gallons x _____ lbs/gallon

Manufacturer’s Name: _____

Brand Name: _____

Manufacturer’s Address: _____

6. **Sodium Hydroxide 25% – Estimated Quantity 10,000 Gallons**

Quantity	Delivered Price – Per Gallon
2,000 gallon delivery	\$ _____

Manufacturer's Name: _____

Brand Name: _____

Manufacturer's Address: _____

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

With the exception of "Reason(s) for No Bid", all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder's Acknowledgement of his Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any exceptions to or deviations from the NIB Requirements here.

Have you included in your bid all informational items and forms as requested? Yes / No .
(circle one). If you answered "No", please explain:

This offer shall remain firm for 90 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable _____ % _____ days; unless otherwise stated, payment terms are: Net
forty-five (45) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are
attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB. Below, please indicate
all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It
is the Bidder's responsibility to ensure that all addendums are received. Failure to acknowledge
receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

EMAIL: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

Completed Forms to be Returned with Bid Response:

- 1. Bid / Price Form**
- 2. Information Required of Bidders**
- 3. Customer Experience/Reference Form**
- 4. OSHA Documentation Print Out**
- 5. Product Bulletin and Typical Properties**
- 6. Current Material Safety Data Sheet**
- 7. Bidder Certifications**
 - a) Certificate of Analysis**
 - b) Affidavit of Conformance to AWWA and ANSI/NSF 60 Standards**
- 8. Non-Collusion Declaration**
- 9. Local Bidder Preference Program Statement**

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [title] of
_____ [bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Bid

State of California }
County of Riverside } ss. CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

[Seal]

Signature _____

INFORMATION REQUIRED OF BIDDERS
To Be Completed and Returned With Bid

[***Indicate not applicable (“N/A”) where appropriate.***]

1. Name of Bidder: _____
2. Type, if Entity: _____
3. Bidder Address: _____

4. How many years has Bidder’s organization been in business as a chemical supplier? _____
5. How many years has Bidder’s organization been in business under its present name? _____
 - 5.1 Under what other or former names has Bidder’s organization operated?: _____
6. If Bidder’s organization is a corporation, answer the following:
 - 6.1 Date of Incorporation: _____
 - 6.2 State of Incorporation: _____
 - 6.3 President’s Name: _____
 - 6.4 Vice President’s Name(s): _____

 - 6.5 Secretary’s Name: _____
 - 6.6 Treasurer’s Name: _____

7. If an individual or a partnership, answer the following:
- 7.1 Date of Organization: _____
- 7.2 Name and address of all partners (state whether general or limited partnership):
- _____
- _____
- _____
8. If other than a corporation or partnership, describe organization and name principals:
- _____
- _____
9. List other states in which Bidder's organization is legally qualified to do business.
- _____
- _____
- _____
10. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- _____
- _____
11. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
- _____
- _____
- _____
- _____

12. Contact Information for Placing Orders:

Contact Person's Name: _____

Phone Number: _____

Email Address: _____

CUSTOMER EXPERIENCE/REFERENCE FORM
To Be Completed and Returned With Bid

List at least three municipal or public utility references that have purchased similar chemicals and services from Bidder within the last five (5) years. Wherever possible, Bidders should provide references for customers from the same region as City.

Customer #1 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #2 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #3 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #4 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Bidder's Name _____

Signature _____

Print Name and Title _____

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted With Bid

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder—provide the following information)

Bidder’s Name

Address of Bidder within City limits (a post office box does not qualify)

Bidder’s City of Corona business license number _____

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

Signature of Bidder



26700 South Banta Road, Tracy, California 95304
Phone: 209/835-7204 • Fax: 209/835-9760
Internet Address: www.olinchloralkali.com

May 22, 2019

Mr. Jonathan Bizarro
Administrative Services
City of Corona
400 S. Vicentia Ave., Ste. 215
Corona, CA 92882-2187

Re: BPO – 12.5% Sodium Hypochlorite 2019/20 Annual Renewal Proposal

Dear Jonathan,

Olin sincerely thanks the City of Corona for your business these past several years and we offer the following renewal terms and pricing for the coming fiscal year.

The costs of chemical manufacturing, transportation and fuel have risen again this year (see attached PPI and EIA fuel indices data). Olin announced a price increase of \$0.085/gal. in February (attached) and still has honored our firm prices to Corona this entire past year. We need to now ask the city to allow us to recover some of these cost increases this coming contract year. Below shows proposed renewal pricing effective July 1, 2019.

City of Corona 12.5% Hypo

	<u>2018/19</u>	<u>2019/20 proposal</u>
5,000 gals. per delivery;	\$0.699	\$0.739
2,000-4,999 gals. per delivery;	\$0.744	\$0.789

All other terms and conditions remain the same.

Price increases are never very welcome, yet we still remain very competitive with muni bid prices in SoCal this year (see attached bid pricing) recognizing Olin's desire to try and minimize these higher cost impacts to you. If this is agreeable to you, then please confirm back by written confirmation within fifteen (15) days from the date of this letter so that we may lock vendors' costs in and protect you from any potential further changes this summer. Raw material costs are anticipated to continue to increase even more in the coming months.

Olin sincerely appreciates being your supplier and we look forward to another year working with the city. Please contact Chuck Hogan or myself at 209.221.8265 if you have any questions.

Regards,

John M. Schabacker
Business Director
jmschabacker@olin.com

Cc: Chuck Hogan, Account Manager

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☒ include graphs ☐ include annual averages

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Data extracted on: May 20, 2019 (5:57:24 PM)

PPI Industry Data

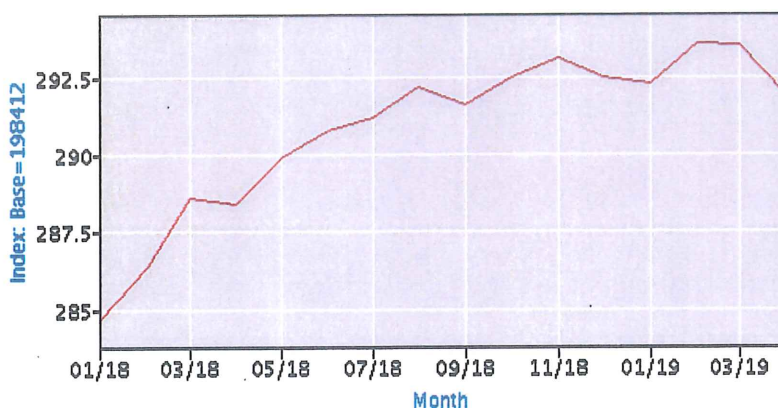
Series Id: PCU325---325---

Series Title: PPI industry sub-sector data for Chemical mfg, not seasonally adjusted

Industry: Chemical mfg

Product: Chemical mfg

Base Date: 198412

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	284.7	286.4	288.6	288.4	289.9	290.8	291.2	292.2	291.6	292.5	293.1	292.5
2019	292.3(P)	293.6(P)	293.5(P)	291.9(P)								

P : Preliminary. All indexes are subject to revision four months after original publication.

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From: 2019 To: 2019 GO

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Data extracted on: May 20, 2019 (6:01:37 PM)

PPI Commodity Data

Series Id: WPS057303

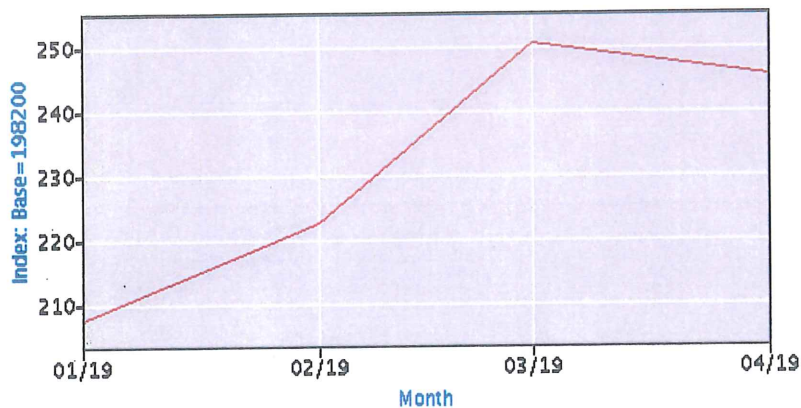
Seasonally Adjusted

Series Title: PPI Commodity data for Fuels and related products and power-No. 2 diesel fuel, seasonally adjusted

Group: Fuels and related products and power

Item: No. 2 diesel fuel

Base Date: 198200

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	207.9(P)	222.8(P)	250.9(P)	245.7(P)								

P : Preliminary. All indexes are subject to revision four months after original publication.

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Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: Los Angeles Period: Monthly

Show Data By:	Graph	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	View History
<input checked="" type="radio"/> Product <input type="radio"/> Area	<input type="button" value="Clear"/>							
Gasoline - All Grades	<input type="checkbox"/>	3.622	3.346	3.206	3.242	3.335	3.903	2000-2019
All Grades - Reformulated Areas	<input type="checkbox"/>							2000-2001
Regular	<input type="checkbox"/>	3.552	3.274	3.134	3.168	3.263	3.834	2000-2019
Reformulated Areas	<input type="checkbox"/>							2000-2001
Midgrade	<input type="checkbox"/>	3.755	3.482	3.343	3.381	3.468	4.029	2000-2019
Reformulated Areas	<input type="checkbox"/>							2000-2001
Premium	<input type="checkbox"/>	3.825	3.555	3.420	3.460	3.549	4.112	2000-2019
Reformulated Areas	<input type="checkbox"/>							2000-2001

8% increase

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Notes: Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 5/20/2019
Next Release Date: 5/28/2019



490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinbleach.com

February 26, 2019

SUBJECT: Sodium Hypochlorite (Bleach) Price Increase Announcement

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls division (Olin), is increasing the unit price of bulk Sodium Hypochlorite (Bleach) by \$0.085 USD per gallon (\$0.030 CAD per liter) for all 12.5 wt.% Sodium Hypochlorite produced at our North American Bleach facilities, and by \$0.108 USD per gallon (\$0.038 CAD per liter) for all 15.5 wt.% High Strength Sodium Hypochlorite concentrations.

Your sales representative will be in contact with you to answer any questions you may have regarding this price increase announcement.

Thank you for your valued business. We appreciate the continued confidence you place in Olin as your supplier.

Sincerely,

OLIN CHLOR ALKALI PRODUCTS and
VINYLs

A handwritten signature in black ink, appearing to read "L. Staskevicius".

Linas Staskevicius
Marketing Director - Bleach

CUSTOMER	PRODUCT	PRODUCT DETAIL	VOLUME	UOM	EFF FROM	EFF TO	RANK	DELIVERED PRICE	BID DATE	BID / CONTRACT NUMBER
Riverside, City of	HYPO	12.5%	1,180,000	GALS	07/01/18	06/30/19	1	\$0.779/\$0.919	06/07/18	7574
Simi Valley, City of	HYPO	12.5%	280,000	GALS	07/01/18	06/30/19	1	\$0.798	06/19/18	SV 18-24
Metropolitan WD/SoCal	HYPO	12.5%	1,050,000	GALS	11/01/18	10/31/19	1	\$0.84-\$0.96	10/01/18	157060
Metropolitan WD/SoCal	HYPO	12.5%	3,510,000	GALS	11/01/18	10/31/19	1	\$0.96-\$1.06	10/01/18	157060
Inland Empire Utilities Agency	HYPO	12.5%	2,605,000	GALS	08/01/18	08/31/19	1	\$0.774-\$0.838	06/13/18	RFP-SM-18-007
South Orange County Water District	HYPO	12.5%	760,000	GALS	10/05/18	10/04/19	1	\$0.737-\$1.29	09/21/18	RFP 11-003
Irvine Ranch Water District	HYPO	12.5%	1,215,000	GALS	10/05/18	10/04/19	1	\$0.737-\$1.29	09/21/18	RFP 11-003
Santa Margarita Water District	HYPO	12.5%	312,000	GALS	10/05/18	10/04/19	1	\$0.737-\$1.29	09/21/18	RFP 11-003
Las Virgenes Municipal Water District	HYPO	12.5%	500,000	GALS	11/01/18	10/31/19	1	\$0.789	10/11/18	
Los Angeles County Sanitation District	HYPO	12.5%	10,072,000	GALS	11/01/18	10/31/19	1	\$0.773-\$1.268	10/22/18	03722
Eastern Municipal Water District	HYPO	12.5%	2,988,000	GALS	12/13/18	12/12/19	1	\$0.77	09/28/18	RFP 2963
Oceanside, City of	HYPO	12.5%	240,000	GALS	07/01/18	06/30/19	1	\$0.80	06/15/18	
Covina Irrigating Company	HYPO	12.5%	115,000	GALS	01/01/19	12/31/19	1	\$0.825	12/15/19	RFQ 2019
Oceanside, City of	HYPO	12.5%	520,000	GALS	07/01/19	06/30/20	1	\$0.80	01/31/19	RFP FY 2019-20
Redlands, City of	HYPO	12.5%	54,000	GALS	07/01/19	06/30/20	1	\$0.789	03/25/19	2019-01
Goleta Water District	HYPO	12.5%	180,000	GALS	07/01/19	06/30/21	1	\$0.86	04/08/19	
Carpinteria Sanitary District	HYPO	12.5%	80,300	GALS	07/01/19	07/01/21	1	\$0.829	04/11/19	
Coachella Valley Water District	HYPO	12.5%	1,043,000	GALS	07/01/19	06/30/20	1	\$0.854-\$0.944	04/12/19	2015-32



26700 South Banta Road, Tracy, California 95304
Phone: 209/835-7204 • Fax: 209/835-9760
Internet Address: www.olinchloralkali.com

May 30, 2018

Ms. Carolyn Appelt
Purchasing Division
City of Corona
400 S. Vicentia Ave., Ste. 215
Corona, CA 92882-2187

Re: BPO – 12.5% Sodium Hypochlorite 2018/19 Annual Renewal Proposal

Dear Carolyn,

Olin sincerely thanks the City of Corona for your business these past several years and we offer the following renewal terms and pricing for the coming fiscal year.

The chemicals market has been moving up this past year and costs of manufacturing, chlorine and caustic soda raw materials and fuel have risen significantly since last summer (see attached PPI and EIA fuel indices data). Olin has announced two price increases totaling \$0.14/gal. since fall 2017 (attached) and still honored our firm prices to Corona this past year. We need to ask the city to allow us to recover some of these cost increases this coming contract year. Below shows proposed renewal pricing effective July 1, 2018.

City of Corona 12.5% Hypo

<u>2014/15 bid</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19 proposal</u>
\$0.564/\$0.594	\$0.57/\$0.601	No change	\$0.587/\$0.619	\$0.699/\$0.744

All other terms and conditions remain the same.

While the adjustment is significant this year, over the past five years it is averaging only about 4.5% annually since 2014 (history above). Price increases are never very welcome, yet we remain very competitive with muni bid prices in SoCal this year (see attached bid pricing) recognizing Olin's desire to try and minimize these higher cost impacts to you. If this is agreeable to you, then please confirm back by written confirmation within fifteen (15) days from the date of this letter so that we may lock vendors' costs in and protect you from any potential further changes this summer. Costs are anticipated to continue to increase even more in the coming months.

Olin sincerely appreciates being your supplier and we look forward to another year working with the city. Please contact Chuck Hogan or myself at 209.221.8265 if you have any questions.

Regards,

John M. Schabacker
Business Director
jmschabacker@olin.com

Cc: Chuck Hogan, Account Manager

Databases, Tables & Calculators by Subject

Change Output Options:

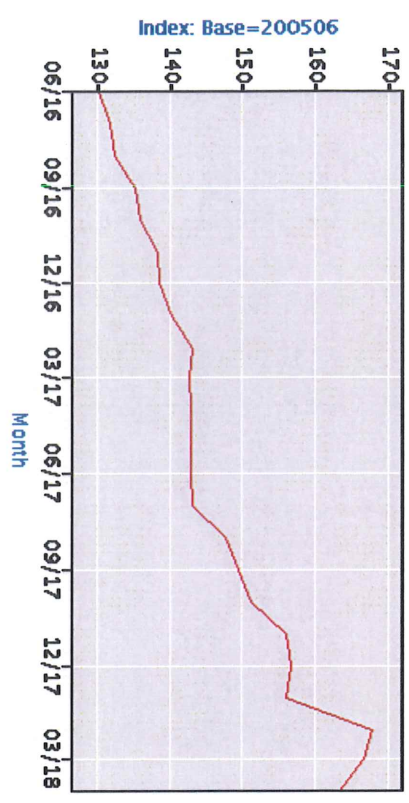
From: 2016 To: 2018 [GO](#)
☒ include graphs ☐ include annual averages

[More Formatting Options](#) →

Data extracted on: May 30, 2018 (8:12:50 PM)

PPI Commodity Data

Series Id: WPU06130302
 Not Seasonally Adjusted
Series Title: PPI Commodity data for Chemicals and allied products-Chlorine, sodium hydroxide, and other alkalis
Group: Chemicals and allied products
Item: Chlorine, sodium hydroxide, and other alkalis
Base Date: 200506



Download: [XLS](#) [HTML](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016						130.3	131.8	132.4	135.3	135.8	138.3	138.5
2017	140.2	143.1	142.6	143.0	142.9	142.9	143.2	147.8	149.5	151.3	156.1	156.7
2018	156.1(P)	168.0(P)	166.8(P)	163.5(P)								

P : Preliminary. All indexes are subject to revision four months after original publication.

<https://data.bls.gov/pdq/SurveyOutputServlet>
 14.3% ydy.
 25.5% since June 2016



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Referring Pages:

- California Gasoline and Diesel Retail Prices
- Retail Prices for Ultra Low Sulfur Diesel

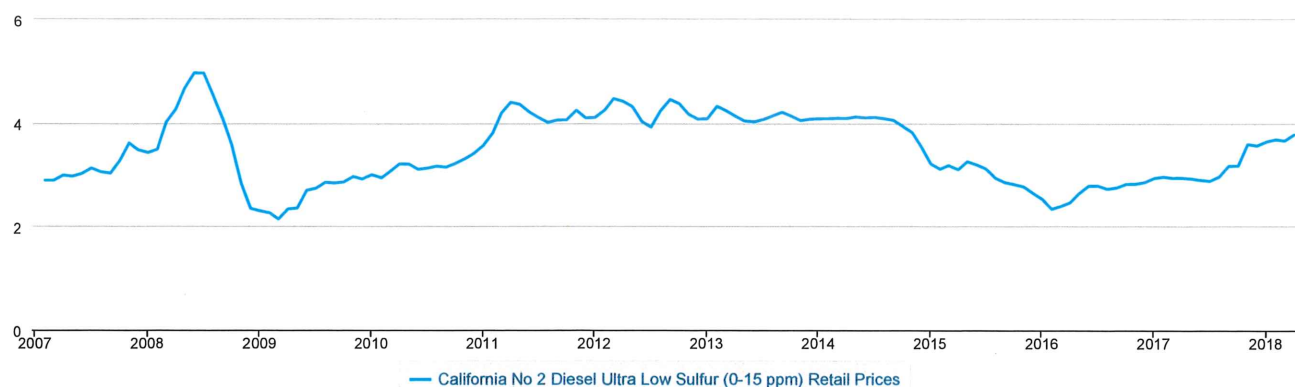
View History: ☐ Weekly ☒ Monthly ☐ Annual

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California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

[DOWNLOAD](#)

Dollars per Gallon



Source: U.S. Energy Information Administration

Chart Tools

no analysis applied

This series is available through the EIA open data API and can be downloaded to Excel or embedded as an interactive chart or map on your website.

California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007		2.886	2.885	2.985	2.964	3.019	3.123	3.049	3.024	3.267	3.608	3.475
2008	3.423	3.488	4.014	4.265	4.673	4.968	4.965	4.542	4.087	3.568	2.832	2.345
2009	2.297	2.260	2.139	2.336	2.354	2.697	2.734	2.850	2.837	2.856	2.962	2.913
2010	2.997	2.938	3.058	3.206	3.205	3.102	3.124	3.164	3.144	3.214	3.305	3.408
2011	3.560	3.804	4.187	4.400	4.362	4.213	4.106	4.009	4.057	4.059	4.245	4.095
2012	4.103	4.251	4.474	4.419	4.316	4.027	3.917	4.240	4.456	4.376	4.170	4.076
2013	4.083	4.325	4.245	4.134	4.040	4.023	4.068	4.138	4.209	4.134	4.048	4.073
2014	4.082	4.084	4.092	4.089	4.119	4.101	4.110	4.085	4.054	3.938	3.813	3.542
2015	3.212	3.110	3.182	3.098	3.254	3.192	3.115	2.935	2.850	2.814	2.768	2.644
2016	2.526	2.335	2.387	2.459	2.636	2.782	2.785	2.722	2.749	2.817	2.820	2.851
2017	2.932	2.957	2.935	2.938	2.922	2.895	2.876	2.959	3.168	3.172	3.587	3.559
2018	3.639	3.680	3.654	3.773								

+30% increase

-- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 5/21/2018

Next Release Date: 5/29/2018

Referring Pages:

- California Gasoline and Diesel Retail Prices
- Retail Prices for Ultra Low Sulfur Diesel

CUSTOMER	PRODUCT	PRODUCT DETAIL	VOLUME	UOM	EFF FROM	EFF TO	RANK	DELIVERED PRICE	BID DATE
Long Beach Water	HYP0	12.5%	110,000	GALS	01/01/18	12/31/18	2	\$0.79	11/10/18
Redlands, City of	HYP0	12.5%	54,000	GALS	07/01/18	06/30/19	1	\$0.70	04/12/18
Redlands, City of	HYP0	12.5%	162,000	GALS	07/01/18	06/30/19	1	\$0.754	04/12/18
Redlands, City of	HYP0	12.5%	28,800	GALS	07/01/18	06/30/19	1	\$1.277	04/12/18
Coachella Valley Water District	HYP0	12.5%	1,043,000	GALS	07/01/18	06/30/19	1	\$0.754-\$0.85	04/15/18
West Basin Municipal Water District	HYP0	12.5%	3,400,000	GALS	07/01/18	06/30/19	1	\$0.699	04/05/18
Sweetwater Authority	HYP0	12.5%	113,000	GALS	05/01/18	04/30/19	1	\$0.88-\$0.98	04/26/18
Orange County Sanitation District	HYP0	12.5%	1,200,000	GALS	09/01/18	08/31/19	1	\$0.698	05/01/18
Antelope Valley-East Kern Water Ag	HYP0	12.5%	174,000	GALS	07/01/18	06/30/19	1	\$0.80	05/09/18
Riverside, City of	HYP0	12.5%	90,000	GALS	07/01/18	06/30/19	1	\$1.29	05/10/18
Western Municipal Water District	HYP0	12.5%	270,000	GALS	07/01/18	06/30/19	1	\$0.72-\$0.84	05/17/18



490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

February 19, 2018

SUBJECT: Sodium Hypochlorite (Bleach) Price Increase Announcement

Dear Customer:

Effective immediately, or as contracts allow, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin), is increasing the unit price of bulk Sodium Hypochlorite (Bleach) by \$0.07 USD per gallon (\$0.025 CAD per liter) for all 12.5 wt.% Sodium Hypochlorite produced at our North American Bleach facilities, and by an equivalent amount for other Bleach concentrations.

Your sales representative will contact you to confirm the new pricing for your products and the effective dates.

Thank you for your valued business. We appreciate the continued confidence you place in Olin as your supplier.

Sincerely,

OLIN CHLOR ALKALI PRODUCTS and
VINYLs

A handwritten signature in black ink, appearing to read "L. Staskevicius", written over a horizontal line.

Linas Staskevicius
Marketing Director - Bleach



490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

August 18, 2017

SUBJECT: Sodium Hypochlorite (Bleach) Price Increase Announcement

Dear Customer:

Effective immediately, or as contracts allow, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin), is increasing the unit price of bulk Sodium Hypochlorite (Bleach) by \$0.07 USD per gallon (\$0.025 CAD per liter) for all 12.5 wt.% Sodium Hypochlorite produced at our North American Bleach facilities, and by an equivalent amount for other Bleach concentrations.

Your sales representative will contact you to confirm the new pricing for your products and the effective dates.

Thank you for your valued business. We appreciate the continued confidence you place in Olin as your supplier.

Sincerely,

OLIN CHLOR ALKALI PRODUCTS and
VINYLs

A handwritten signature in black ink, appearing to read "L. Staskevicius".

Linas Staskevicius
Business Director - Bleach

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



May 30, 2019

City of Corona
Water and Power
755 Public Safety Way
Corona, CA 92880

RE: Renewal pricing for Sodium Bisulfite and Sulfuric Acid

Dear DWP Purchasing Team,

Univar USA Inc. is pleased to offer the following price for the renewal of the following chemicals.

CHEMICAL	QUANTITY		RENEWAL PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
797249 Sodium Bisulfite 25% NSF grade	Per Original bid		\$.0968	Pound Delivered	Per original agreement	Slight Price increase
796568 Sulfuric Acid 93% NSF grade	Per Original bid		\$.1157	Pound Delivered	Per original agreement	Slight Price increase

Univar will hold this pricing firm for the year renewal term of July 1, 2019-June 30, 2020.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply City of Corona. We very much appreciate it.

Sincerely,

Jennifer Perras
Municipal Specialists
Western Region
Univar USA Inc.
P – (253) 872-5000
F – (253) 872-5041
jennifer.perras@univarusa.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



June 19, 2018

City of Corona
Water and Power
755 Public Safety Way
Corona, CA 92880

RE: Renewal pricing for Sodium Bisulfite and Sulfuric Acid

Dear DWP Purchasing Team,

Univar USA Inc. is pleased to offer the following price for the renewal of the following chemicals.

CHEMICAL	QUANTITY		RENEWAL PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
797249 Sodium Bisulfite 25% NSF grade	Per Original bid		\$.0937	Pound Delivered	Per original agreement	Price increase of 4% based on CPI
796568 Sulfuric Acid 93% NSF grade	Per Original bid		\$.1121	Pound Delivered	Per original agreement	Price increase of 4% based on CPI

Univar will hold this pricing firm for the year renewal term of July 1, 2018-June 30, 2019.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply City of Corona. We very much appreciate it.

Sincerely,

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Table A. Los Angeles-Long Beach-Anaheim CPI-U monthly and annual percent changes (not seasonally adjusted)

Month	2013		2014		2015		2016		2017		2018	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
January	0.8	2	0.5	0.8	-0.3	-0.1	0.7	3.1	0.9	2.1	0.8	3.5
February	0.7	2.2	0.5	0.5	0.7	0.1	0	2.4	0.6	2.7	0.7	3.6
March	0.1	1.3	0.6	1	1	0.5	0.3	1.7	0.3	2.7	0.4	3.8
April	-0.4	0.9	0	1.4	-0.1	0.5	0.2	2	0.2	2.7	0.4	4
May	0.1	1	0.4	1.7	1	1.1	0.5	1.4	0.3	2.5		
June	-0.1	1.4	0.1	1.8	-0.3	0.8	0.1	1.8	-0.2	2.2		
July	-0.1	1.3	0.1	2	0.7	1.4	0	1.1	0.3	2.5		
August	0.1	0.8	-0.1	1.8	-0.3	1.1	0	1.4	0.3	2.8		
September	0.2	0.6	0	1.7	-0.4	0.7	0.2	1.9	0.4	3.1		
October	0.1	-0.1	-0.1	1.4	0.2	1	0.4	2.2	0.4	3.1		
November	-0.5	0.4	-0.7	1.3	0	1.6	-0.4	1.8	0.1	3.6		
December	0	1.1	-0.5	0.7	-0.1	2	0	2	0	3.6		