

REQUEST FOR PROPOSAL This Is Not An Order - Make A Copy For Your File - Return Original

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|--|--|---|------------------|
| S U P P L I E R | SACRAMENTO AREA SEWER DISTRICT (SACSEWER) | Issue Date | March 25, 2026 |
| | | Proposal Number | RFP # 8531 |
| | | Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to: | |
| | | Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, CA 95758 ATTN: RFP# 8531 | |
| | | Proposal must be received and logged in prior to the date and time indicated. Proposal will not be accepted after 3:00 P.M. PST on: | |
| | | April 21, 2026 | |
| | | For Additional Information Contact | |
| | | Issuing Officer | Tamblynn Stewart |
| | | Phone | (916) 875-9014 |
| Delivery Requirement | State Normal Delivery | Establish a contract with a supplier to furnish Ferric Chloride for Sacramento Area Sewer District | |

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request for Proposal:

| | |
|------------------------------|---|
| Firm Name | Terms of Sale: NET 30 |
| Signature | F.O.B. Point Destination |
| Printed Name | Shipping Date / ARO |
| Federal Tax ID Number | Estimated Day of Arrival at Destination /After Shipment |
| Date | Telephone |
| E-Mail | Fax |

FERRIC CHLORIDE

NOTICE TO SUPPLIERS

NOTICE IS HEREBY GIVEN THAT: The Sacramento Area Sewer District (SacSewer) invites sealed Proposals for FERRIC CHLORIDE

Sealed proposals for RFP # 8531 to provide:
FERRIC CHLORIDE
For Sacramento Area Sewer District (SacSewer)

Proposals will be received at:

SacSewer – EchoWater Resource Recovery Facility
8521 Laguna Station Road
Elk Grove, CA 95758, until
3:00 p.m. PST April 21, 2026

MANDATORY PRE-PROPOSAL MEETING

A **MANDATORY** Pre-Proposal Meeting will be held on **April 7, 2026, at 11:00 a.m. PST** at the Sacramento Area Sewer District, 8521 Laguna Station Road, Elk Grove, CA 95758. Attendance is Mandatory. Proposals will not be accepted unless at least one representative from the Proposer’s company attends in person.

Pre-Proposal Meeting attendees must e-mail Tamblynn Stewart at stewartt@sacsewer.com with attendee names to RSVP prior to the meeting. This information is required to provide access at the EchoWater Facility’s security gate.

To be publicly opened and declared aloud by SacSewer representatives. Any Supplier who wishes its proposal to be considered is responsible for making certain that its proposal is delivered to said Purchasing Office.

Proposal shall be addressed to:

Sacramento Area Sewer District (SacSewer)
Contract and Purchasing Services
8521 Laguna Station Road
Elk Grove, CA 95758

Attn: RFP # 8531

Detailed proposal request document **RFP # 8531** can be obtained by contacting SacSewer

<https://www.SacSewer.com/business-opportunities/>

SacSewer reserves the right to reject any or all Proposals and waive any irregularity in Proposals received.

KEY ACTION DATES

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|--------------------------------|--|
| RFP Issued: | March 25, 2026 |
| Mandatory Pre-Proposal Meeting | April 7, 2026 11:00 a.m. PST Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, CA 95758 |
| Question Deadline: | April 14, 2026 |
| Proposal Due Date: | April 21, 2026 by 3:00 p.m. PST |
| Intent to Award: | May 5, 2026 |
| Insurance Due: | May 15, 2026 |
| Contract Award: | May 21, 2026 |
| Delivery of Product: | June 30, 2026 |

INTRODUCTION

Invitation – The Sacramento Area Sewer District (SacSewer) invites Responses which offer to provide the services identified on the Cover Sheet.

Definitions – We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document.

We/Us/Our are terms which refer to SacSewer, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

EchoWater Facility – EchoWater Resource Recovery Facility

District – Sacramento Area Sewer District

SacSewer – Sacramento Area Sewer District

You/Your are terms which refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Proposer or Supplier will have:

Supplier – A business entity which may provide the subject goods and/or services.

Proposer – A business entity submitting a Response to this request for proposal (RFP). Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the proposal requirements.

Contractor – The Proposer(s) who’s Response to this RFP is found by Purchasing to meet the needs of the SacSewer. Contractor will be selected for award and will enter into a contract for provision of the good and/or services described in the RFP.

Subcontractor – A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.

Contractor’s Employee – All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, SDI, etc.).

Request For Proposal (RFP) – This entire document, including attachments.

Response – The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on SacSewer or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

RFP Clarification – Questions regarding this RFP should be directed in writing to the Issuing Officer specified on the cover page. Answers citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers via email. Oral answers provided by SacSewer or its agents shall not be binding.

DEADLINE FOR PROPOSAL SUBMITTAL – April 21, 2026, by 3:00 p.m. PST

MANDATORY PRE-PROPOSAL MEETING – All prospective suppliers are required to attend the mandatory pre-proposal meeting. Proposals from any supplier unable to attend the pre-proposal meeting will be rejected. The pre-proposal meeting will begin at 11:00 a.m. PST on April 7, 2026, Sacramento Area Sewer District, located at 8521 Laguna Station Rd., Elk Grove CA 95758.

RFP Amendment – If it becomes evident that this RFP must be amended, we will issue a formal written amendment to all known prospective Proposers.

Proposer Response and Responsibility – We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

Award – Award will be made to the Proposer whose offer provides the greatest value to SacSewer from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of SacSewer. SacSewer may choose to proceed with multiple contracts if there is reason to believe it provides more assurance of chemical supply. How SacSewer proceeds with one or multiple contracts will be up to SacSewer management based on evaluation of the proposals and the cost. The result will not be determined by price alone. However, price does matter, and we will be seeking the least costly outcome that meets our needs as we interpret them. SacSewer staff may conduct a site visit to evaluate product quality.

Proposal Term – SacSewer desires to award a contract for three (3) years at a fixed cost with the options of two (2) one-year extensions. Any extension shall be at SacSewer’s option, subject to the same specifications, terms and conditions, and agreement between SacSewer and the Supplier.

Proposal Execution – This RFP and the Supplier’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

Precedence – In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) The provisions of the Contract (as it may be amended);
- 2) The provisions of the RFP (as it may be supplemented);
- 3) The provisions of the Contractor's Response (as it may be clarified);

Issuing Officer – The issuing officer and mailing address to send Proposals, questions, and all other correspondence concerning this RFP is:

Tamblynn Stewart
Senior Contract Service Officer
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9014 stewartt@SacSewer.com

Supplier Examination of this RFP/Questions – Suppliers shall examine carefully the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the system needs through discussion and visits with SacSewer. If Suppliers discover an ambiguity, conflict, discrepancy, omission, or other errors in the RFP, they shall notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Suppliers requiring clarification of the intent or content of this RFP or on procedural matters regarding the proposal process may request clarification by contacting the Issuing Officer.

SUBMISSION OF PROPOSALS – Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

Proposals shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of SacSewer, such information was intended to mislead SacSewer in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.

The proposal must be signed by an individual who is authorized to bind the proposing firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by SacSewer. All unsigned Proposals shall be rejected.

Information provided in this proposal:

- Cover Page (page 1)
- Notice to Suppliers
- Key Action Dates
- Introduction
- General Conditions
- Terms and Conditions
- Invoicing
- Material Specifications, Intended Use, and Special Conditions
- Cost Response Page
- Evaluation and Award Matrix
- Vendor Questionnaire
- Vendor Chemical Production, Delivery Capabilities and Performance Record
- SacSewer Insurance Requirements
- Proposer's Statement Regarding Insurance Coverage
- Customer References
- Exception Response Page
- Non-collusion Declaration

Proposal Response – Interested Proposers must complete and return the following pages/sections by the closing date and time shown on the cover page to be considered:

- Cover Page with authorized signature
- Cost Response Page
- Questionnaire with associated:
 - Customer References
 - Business License(s)
 - Sellers' Permit
- Vendor Chemical Production and Delivery Capabilities and Performance Record
- Chemical Safety Data Sheet
- Chemical Product Bulletin and Typical Properties Sheet
- Representative Analysis of Chemical to be Provided Showing that Chemical Meets Specifications
- Proposer's Statement Regarding Insurance Coverage
- Exception Response Page
- Non-collusion Declaration
- Three (3) copies of Proposal and mark the original as the "Original" or "Master Copy"

Note: SacSewer will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope. Refer to instructions on the cover page.

ACCEPTANCE AND REJECTION OF PROPOSALS – The District Purchasing Manager reserves the right to:

- Reject any or all Proposals, or any part thereof
- Waive any informality in the Proposal
- Accept the Proposal that is in the best interest of SacSewer

Protests – After receipt of SacSewer’s Intent to Award notice, any proposer who has questions or concerns should immediately contact the Issuing Officer for discussion. Any proposer who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of SacSewer. **No protest received after 4 p.m. on the 3rd business day shall be accepted.**

If any SacSewer holidays fall within the three-business day protest response period, the protest acceptance period will be extended by the number of holidays. For example, if the Intent to Award notice is issued on a Friday, a protest must be received by the following Wednesday at 4 p.m. Should the Monday before the deadline be a holiday, the protest must instead be received by that following Thursday at 4 p.m.

GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in SacSewer Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of SacSewer warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from SacSewer, the Supplier certifies that their business entity is in compliance with the Americans with Disabilities Act of 1990, as amended.
5. **HOLD HARMLESS:** The Supplier shall hold SacSewer, the County, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at their own expense, any and all actions brought against SacSewer or themselves because of the unauthorized use of such articles.
6. **DEFAULT BY SUPPLIER:** In case of default by Supplier, SacSewer may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Supplier, the difference between the price named in the contract or purchase order and actual cost thereof to SacSewer. Prices paid by SacSewer shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of SacSewer Purchasing Manager.
7. **RIGHT TO AUDIT:** SacSewer reserves the right to verify, by examination of Supplier's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:**(a) This award is not assignable by supplier either in whole or in part, without the prior written approval of SacSewer Purchasing Manager. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.

9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** SacSewer is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Intent to Award notice. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by SacSewer without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** Neither Contractor nor SacSewer shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the supplier and approved by the Purchasing Manager.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, supplier provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **SCERS POST RETIREMENT EMPLOYMENT POLICY**
 - A. Any employee of, or contractor retained by, Contractor who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County or SacSewer and a 960-hour per calendar year cap when working for the County or SacSewer.

- B. Upon execution of this Agreement, Contractor shall report to SacSewer in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. Contractor must report to SacSewer in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. Contractor shall submit reports to SDASCERSReporting@sacsewer.com.
- D. Contractor shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

TERMS AND CONDITIONS

Valid offer: Proposals received are an irrevocable offer and shall be valid for ninety (90) days following the closing date for receipt of Proposals.

Changes to Proposal: SacSewer retains the right to negotiate changes in a Proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.

Notification of Price Change: the three contract years and the following contract extension year(s) will each have their own fixed term price(s). The price for each contract extension year can be negotiated prior to the start of each new contract extension year. A ninety (90) day notification must be provided prior to change in price for the contract extension year(s).

Public Record: All Proposals become the property of SacSewer. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful Proposal will not be considered proprietary information.

Terms of sale: Terms of sale may include a cash discount; however, a minimum of “Net 30 days” will be required for this RFP/award.

F.O.B. point: The F.O.B. point shall be F.O.B. Destination (SacSewer facilities).

Licenses and permits: Supplier shall obtain and keep in effect at all times during the duration of the contract, any licenses and permits necessary for the Supplier’s operations. All such costs shall be at the Supplier’s expense.

Health and safety: The Supplier shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal-OSHA (California-Occupational Safety and Health Administration) and the General Industry Safety Orders for health and safety.

Hazardous materials: All materials subject to the requirements of the California Code of Regulations, Title 8, Article 110, Section 5194 must be identified.

Safety data sheet: It is required by law that all hazardous materials be accompanied with a “safety data sheet” (SDS) at time of delivery (if applicable).

Work on SacSewer premises: Except for those risks inherent in the work to be performed by the Supplier, SacSewer agrees to provide the Supplier and its employees a safe working environment for any work in the performance of this contract that must be undertaken on premises owned or leased by SacSewer. While the Supplier’s employees are on SacSewer’s premises, the Supplier shall maintain strict work discipline and effect its work in compliance with governmental laws or regulations pertaining to occupational safety and health. Supplier shall not enter SacSewer premises to start work without making prior arrangements.

Standards of conduct: The Supplier shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. In addition, the Supplier and crew shall always be

courteous, cooperative, and professional toward SacSewer representative and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of SacSewer.

Public safety: The Supplier shall erect such warning and directional signs as may be necessary for public safety.

Protection of property: The Supplier shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facility or property caused by the Supplier's personnel or equipment will be promptly repaired by SacSewer to the condition existing before the damage occurred, and the Supplier and/or the Supplier's surety shall fully reimburse SacSewer for all expenses, including the cost of labor.

Correspondence: The Supplier shall respond to all inquiries and complaints in an expeditious manner. Correspondence shall be conducted on the Supplier's official stationery. The Senior Contract Services Officer shall receive a copy of all correspondence.

Termination upon Unsatisfactory Performance: Whenever, in the opinion of SacSewer, the said service is not satisfactory, Supplier shall be advised of the reasons in writing. If Supplier fails to immediately correct the unsatisfactory condition(s), SacSewer may declare the contract in default, terminate the contract, and contract with another. Notwithstanding any provision to the contrary, SacSewer shall have no obligation to give Supplier more than two (2) notices of unsatisfactory performance during the contract period. If Supplier fails to perform the services pursuant to the contract, Supplier and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

Timely reporting of incidents: The Supplier shall immediately report any on-the-job incident (e.g. spills, equipment failure, injuries, etc.) to the SacSewer representative. At the earliest available time following the incident, the Supplier shall prepare and submit a written report to the SacSewer representative, fully documenting the incident including any subsequent documentation related to spill cleanup and disposal (e.g. lab analytics, waste profiles, disposal receipts, etc.).

Right to terminate: Either party may terminate this agreement, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least thirty (30) calendar days after receipt of notice by the non-terminating party.

Recycling: SacSewer in recognition of concerns for the depletion of natural resources, dwindling landfill space, and the ecological effect of wastes in the environment, encourages the use of recycled, recyclable and reusable products and materials. Hence, consideration will be given for product(s) that contain recycled material or have the potential of being recycled, if the availability, fitness, quality, purpose and price of the recycled product(s) is otherwise equal to or better than, virgin products.

Changes in work: Should SacSewer, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of the parties.

Unrestricted quantities: SacSewer is not limited to purchase all of its requirements from any contract resulting from this RFP/award.

Subcontracting: The performance of the work may not be subcontracted except upon consent of SacSewer; and no such subcontracting will be permitted if it would relieve the original Supplier or their surety of their responsibilities under the agreement.

Non-recognition of Subcontractors: No Subcontractor will be recognized as such, and all persons engaged in the work under the blanket order will be considered as employees of the Supplier, and their work shall be subject to all provisions of the blanket order. SacSewer and its representatives will deal only with the Supplier, who shall be responsible for the proper execution of the work.

Dismissal of unsatisfactory employees: If any person employed by the Supplier or any Subcontractor fails or refuses to carry out the directions of the SacSewer representative, or is, in the opinion of the SacSewer representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, they shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the SacSewer representative.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Supplier certifies that its place of business provides a drug-free workplace and has:

1. Published a "Drug-free Workplace" statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Supplier's workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.
 - b. The Supplier's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Supplier's "Drug-free Workplace" statement.

Liability of District officials: Neither SacSewer, its officers, employees, agents, nor representatives shall be responsible for any liability arising in the performance of the contract. For instance, the Supplier may elect to store their equipment, materials, and supplies at the job site (upon obtaining permission), but does so at their own risk.

Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Area Sewer District, and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the

property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Contractor shall require all subcontractors of any tier to enter into written agreements containing indemnity obligations consistent with those imposed on Contractor under this Agreement. Such agreements shall require subcontractors to defend, indemnify, and hold harmless the District and Contractor and their respective officers, officials, employees, and agents from and against all claims arising out of or related to the subcontractor's work, to the fullest extent permitted by law. Contractor shall remain fully responsible for subcontractor performance and for ensuring these indemnity obligations are enforceable

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

Nondiscrimination: The Supplier shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.), and all other applicable laws and regulations requiring no discrimination.

Proof of Qualification: The Proposer may be required before the award of any contract to show to the complete satisfaction of SacSewer that it has the necessary licenses, permits, equipment, facilities, experience, ability, capacity, skill and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may be required to give a history and references to satisfy SacSewer regarding the Proposer's qualifications. SacSewer may make such investigation as it deems necessary to determine the ability of a Proposer to furnish the required services, and the Proposer will furnish to SacSewer all such information and data for this purpose as SacSewer may request. SacSewer also reserves the right to conduct a background inquiry of each Proposer, which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to SacSewer, the Proposer consents to any such inquiries and investigations and agrees to make available to SacSewer such books and records as SacSewer deems necessary to conduct the inquiry.

Non-assignment: Supplier shall neither assign nor subcontract any of the services required under this contract without prior written consent of SacSewer.

Contractor not an agent: Except as SacSewer may specify in writing, Supplier shall have no authority, express or implied, to act on behalf of SacSewer in any capacity whatsoever as an agent. Supplier shall have no authority, express or implied, pursuant to this agreement to bind SacSewer to any obligation whatsoever.

Compliance with all Laws and Jurisdiction: Supplier shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which this contract was executed, shall govern the interpretation and enforcement of this contract. The parties agree to submit any disputes arising under this contract to a court of competent jurisdiction located in Sacramento, California.

Clarification, Exception or Deviation: Each Respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. The blank “Exception/Response Page” is provided in this RFP. If there are no clarifications, exceptions, or deviations indicated, it will be considered that none exist.

In writing: Oral communications with SacSewer employees about this Request for Proposal shall not be binding on SacSewer, and shall not excuse the Supplier from any obligation set forth herein. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing – via a signed addendum or amendment from the Issuing Officer.

Damages: In the event Supplier fails to make scheduled deliveries previously agreed upon by both Supplier and SacSewer of Ferric Chloride, SacSewer will sustain damages. Damages to include but are not limited to; additional cost of delivered Ferric Chloride from alternate or noncontract Supplier, including delivery charges. Additional costs incurred by Supplier shall be paid by Supplier and the delivered Ferric Chloride shall be invoiced to SacSewer at the contracted price. Further, since it is extremely difficult to determine actual damages that may be sustained by SacSewer, it shall be agreed that the amount of damages to be paid by Supplier to SacSewer would be specific for each calendar day until the deliveries are restored. Such amount shall be the actual cash value agreed upon as the loss to SacSewer resulting from Supplier’s default.

Payment of Damages: In the event Supplier shall become liable for damages, SacSewer, in addition to all other remedies provided by law, shall withhold any and all payments from which would otherwise be due to Supplier determined. If the sum retained by SacSewer is not sufficient to discharge all such liabilities of Supplier, Supplier shall continue to remain liable to SacSewer until all such liabilities are satisfied in full. No failure by SacSewer to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to damages or any right to any such sum.

Integration: This contract constitutes the entire contract between SacSewer and the Supplier regarding the subject matter of the contract. Any prior agreements, whether oral or written, between SacSewer and the Supplier regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

Fixed Price Deliverables: This contract consists of the delivery of specific results (a “Deliverable”) by the Supplier. Each Deliverable must be separately priced in the proposal. Invoices for partial completion of a Deliverable will not be paid. Invoices for a completed Deliverable may be submitted only after the Supplier has received written acceptance from SacSewer.

Insufficient Information: If a Supplier submits insufficient information within the proposal, such that SacSewer is unable to properly evaluate the proposal, SacSewer has the right to require additional information, as it may deem necessary after the time set for receipt of proposals.

Contract Negotiations: Upon mutual agreement with Contractor, SacSewer reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposal.

Audits and Records: Upon SacSewer's request, SacSewer or its designee shall have the right at reasonable times and intervals to audit, at Supplier's premises, Supplier's appropriate records as SacSewer deems necessary to determine Supplier's compliance with legal and contractual requirements and the correctness of claims submitted by Supplier. Supplier shall maintain such records for a period of four years following termination of Agreement, and shall make them available for copying upon SacSewer's request at SacSewer's expense.

Prior Agreements: This Agreement constitutes the entire Agreement between SacSewer and Supplier regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SacSewer and Supplier regarding the subject matter of this Agreement are hereby-terminated effective immediately upon full execution of this Agreement. No modification or amendment to this Agreement shall be valid unless it is set forth in writing and is signed by the parties hereto.

Independent Contractor:

1. It is understood and agreed that Supplier (including Supplier's employees) is an Independent Contractor and that no relationship of employer-employee exists between the parties hereto. Supplier's assigned personnel shall not be entitled to any benefits payable to employees of SacSewer. SacSewer is not required to make any deductions or withholdings from the compensation payable to Supplier under the provisions of this agreement; and as an Independent Contractor, Supplier hereby indemnifies and holds SacSewer harmless from any and all claims that may be made against SacSewer based upon any contention by any third party that an employer-employee relationship exists due to this agreement.
2. It is further understood and agreed by the parties hereto that Supplier in the performance of its obligation hereunder is subject to the control or direction of SacSewer as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Supplier for accomplishing the results.
3. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and District shall have no right or authority over such persons or the terms of such employment.
4. It is further understood and agreed that as an independent contractor and not an employee of District, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the District to employees of District.

5. It is further understood and agreed that Supplier must issue W-2 and 941 Forms for income and employment tax purposes, for all of Supplier's assigned personnel under the terms and conditions of this agreement.

Responsibility of Independent Contractor: Supplier as an Independent Contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Supplier, on account of the persons employed by Supplier.

Invoicing:

For orders placed by SacSewer, e-mail a PDF copy to sacsewerap@sacsewer.com
Or mail a hardcopy to the address below:

SACRAMENTO AREA SEWER DISTRICT
8521 LAGUNA STATION RD
ELK GROVE, CA 95758
Attn: Accounts Payable

- Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; “bill to” and “ship to” addresses; purchase order (PO) number; quantities; item descriptions, unit prices and extensions; sales/use tax; and an invoice total.
- Before supplying any goods or services to SacSewer, the supplier must obtain a PO number from the ordering department. A PO is an authorized release (Purchase Order) against the contract and shall be provided in either verbal or written form. For a PO to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The PO number must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a PO and reference its number may result in the delay or non-payment of the invoice.
- Invoices shall be rendered in arrears.
- Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- In the State of California, government agencies are not allowed to pay excess interest and late charges. Per Government Codes, Section 926.10, interest shall be entitled commencing the 61st day and shall be 6 percent per annum.

MATERIAL SPECIFICATIONS, INTENDED USE, AND SPECIAL CONDITIONS

Specifications

A. Quality Standards

1. The Ferric Chloride delivered under this Contract shall be in aqueous (liquid) form and conform to Title 22, California Code of Regulations; Environmental Health, Chapter 16: Drinking Water Additives, Section 64590, and certified as meeting the specifications of the American National Standard Institute/National Sanitation Foundation Standard 60 (ANSI/NSF60).
2. Ferric Chloride shall comply with the most current AWWA B407 “AWWA Standard for Liquid Ferric Chloride” standards and include the following requirements:

| | |
|---|---------------------------------------|
| Chemical Name: | Ferric Chloride NSF 60 Grade Solution |
| Chemical Formula: | FeCl ₃ |
| Strength (Ferric Chloride, % by weight): | 40 ± 2% |
| Total Iron (Ferrous, %): | < 2.5% |
| Total Iron (Fe, %): | 9.6 – 16.2% |
| Free Acid (Hydrochloric Acid, %): | < 1% |
| Total suspended Solids: | ≤ 0.2% |
| Pounds dry FeCl₃/gallon: | 4 – 6 |
| Specific Gravity @ 68 °F: | 1.3 – 1.5 |

3. Product shall not contain any substances that can produce deleterious health effects when used in dosages standard to the potable water industry.
4. Product shall not contain any substances that can cause water treated with the product to fail to meet Federal and State drinking water standards when used in dosages standard to the potable water industry. SacSewer will conduct period testing of the product for potential contaminants to verify that the product is not a contributing factor.
5. Product shall be clean and free of visible suspended matter. Product shall be clean and free of matter that can negatively impact screens, piping, valves, or pumping equipment used to deliver product to process.
6. Product shall be free of biological contamination and resistant to biological growth.
7. Product shall not cause aquatic toxicity.

8. Supplier shall not change the source of supply or manufacturer without a 30-day written notice and final approval from SacSewer.
9. If NSF certification has been revoked or lapsed, Supplier must inform SacSewer (verbal or written notification within 24 hours from the time that NSF has notified the Supplier). Loss of NSF certification shall be considered grounds for termination of this contract.
10. Non-conformance of these quality standards shall be considered grounds for termination of this contract.
11. No delivery will be accepted by SacSewer unless accompanied by said certification of analysis for the specific batch or lot of chemical delivered and the quality specifications listed in the bid contract documents are met. Charges for certification of analysis shall be included in the bid price. Failure to supply the required certificate shall be sufficient cause to reject the load. A certificate of analysis that does not meet AWWA B407 or other specifications shall be cause to reject the load.

At any time, SacSewer may sample deliveries to ensure that they meet the specifications and are consistent with the Certification of Analysis.

B. Certificate of Analysis

A Certificate of Analysis of composition shall accompany each truck delivery. The analysis shall include:

Strength (Ferric Chloride, % by weight);
Total Iron (Ferrous, %);
Total Iron (Ferric, %);
Total Iron (Fe, %);
Hydrochloric Acid (%);
Insoluble Solids (%);
Pounds dry FeCl₃/gallon;
Specific Gravity @ 20 °C.

SacSewer may randomly test the Ferric Chloride supplied for compliance. In such cases, product acceptance would be upon confirmation.

Delivery Location: **Sacramento Area Sewer District**
 8521 Laguna Station Road
 Elk Grove, CA 95758

Protection of Environment: The Supplier shall be environmentally responsible. Any spills or releases of hazardous wastes occurring while under the Supplier's control and possession, which are not caused by the negligence or willful misconduct of the District, shall be solely the responsibility of the Supplier.

Spillage: The Supplier will be responsible for any regulatory fines or fees associated with chemical spills caused by the Supplier. The Supplier will notify Plant Control Center at (916) 875-9400 immediately in the event of a spill. Any product that is found outside of the primary conveyance system will be considered a reportable spill (this includes product captured in the secondary containment system and product that hits the ground during delivery). Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the Supplier or their agents, the Supplier and their agents must be responsible for cleaning the spill or leakage clean-up. It shall be the Supplier's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with SacSewer's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to SacSewer. The property of SacSewer where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, SacSewer will hire a certified hazardous material handling company to clean up the spill, and the costs incurred will be charged to the Supplier. Chemicals must stay in the possession of the Supplier and must not be unloaded until accepted by SacSewer. All chemicals must be delivered in accordance with Department of Transportation regulations.

The Supplier is subject to potential reimbursement charges from SacSewer for product loss and staff time spent on spill mitigation efforts the Supplier is responsible for. Reimbursement charges include, but are not limited to, fines from regulatory agencies, administrative time to coordinate with local agencies, reporting, and any SacSewer resources spent on cleanup activities. Reimbursement will be issued as a credit to SacSewer for subsequent product purchases and is set at a maximum value of \$25,000 per spill event.

The Supplier shall develop and provide a Spill Response Plan that shall include, but is not limited to

- a. A spill response team and notification contact procedure and list
- b. Spill response procedures for reporting, clean up, and proper chemical disposal
- c. Spill containment provisions for chemical spills
- d. Product safety data sheet (SDS) information that prescribes the necessary proper personal protective equipment requirements for safe product handling.

The Supplier must provide safety training on the safe handling and use of the chemical prior to the first scheduled delivery. All delivery drivers, including those from third party haulers, must abide by the Supplier's Spill Response Plan

Delivery Requirements: All deliveries will be made by tanker trucks confirmed to be dedicated for delivering Ferric Chloride via a letter from the Supplier or each delivery of Ferric Chloride must be accompanied by a certificate indicating the delivery truck was washed thoroughly before it was filled with Ferric Chloride to be delivered to SacSewer. All delivering trucks must conform to all Federal and State specifications. Proposers that intend to utilize the services of a third party hauling company for some or all of their deliveries are responsible for ensuring that the hauler they have selected can and will deliver their product to SacSewer. Failure to provide this assurance via a letter from the Supplier may be cause for rejecting their proposal. All bulk shipments must contain a weight ticket from a certified weigh station in addition to a shipping manifest and certificate of analysis, which will be inspected by a SacSewer representative at the time of delivery. The Supplier shall provide a replacement delivery truck and product within one week after receiving notification that the delivered truck is unacceptable. Unless approved by SacSewer in advance, no delivery can be made if a SacSewer representative is not on site. The Supplier must notify SacSewer of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date. The vendor shall be capable of providing chemical deliveries within 7 days of being notified and scheduled by SacSewer. If the Supplier is aware of potential

issues that could reduce their ability to produce or deliver the quantities of chemicals SacSewer needs, the Supplier must provide SacSewer as much advance notice and warning as possible. Supplier shall be capable of providing deliveries within twenty-four (24) hours' notice for unplanned emergencies.

Additionally, the Supplier shall deliver full containers to the specified location, unless otherwise approved by the District.

Delivery/Shipping of Ferric Chloride will be delivered to 8521 Laguna Station Road Monday through Friday between the hours of 0700 and 1400. Air will be provided by SacSewer for the transference of the Ferric Chloride to the EchoWater storage containers.

Safety Requirements: The Supplier, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards. **Upon award of contract, the Supplier shall provide SacSewer a copy of the Supplier's current Injury and Illness Prevention Program (IIPP), spill response and cleanup plan, and relevant training records and must be approved by the District Safety Office prior to executing the first delivery.** Chemical delivery driver(s) shall employ site safety practices consistent with the handling of hazardous chemicals. The chemical delivery driver shall call the Plant Control Center (PCC) at 916-875-9400 when entering and exiting the facility. The chemical delivery driver shall be responsible for notifying the PCC and the Supplier of any reportable chemical spills.

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

General Liability of Supplier: Except as otherwise noted, the Supplier shall do all work and furnish all labor, supervision, equipment, power, light, tools and materials necessary to properly perform and complete the work in the time and manner required. The mention of any specific duty or liability of the Supplier shall not be construed as limitation or restriction of any general liability or duty of the Supplier and any reference to any specific duty or liability shall be construed to be for the purpose of explanation only.

Hazardous Material Transportation Requirements: All vendors are required to deliver hazardous materials to SacSewer must meet the hazardous waste transporter requirements as set forth by the Department of Toxic Substances Control. Delivery truck drivers must possess a valid commercial driver's license with a HazMat endorsement, and vendors must pass a TSA background check and be registered with the Department of Toxic Substances Control. Additionally, a CHP Hazardous Material Transportation License will be required for transporting either materials that require placards or shipments exceeding 500 pounds for a fee.

COST RESPONSE PAGE

All costs except California State Sales tax for the purchase of Ferric Chloride must be included in the amount shown below on this Form, including all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the cost must be noted under specific deviations on the agreements.

Cost Response Table – Delivery by Truck

| Description | Estimated Quantity (Tons) | Unit Price (Dollars/Ton) | Cost |
|--|----------------------------------|---------------------------------|-------------|
| Ferric Chloride Solution Unit Cost | 1 | | \$ |
| Ferric Chloride Estimated Annual Cost | 1680 | | \$ |

EVALUATION AND AWARD MATRIX

The evaluation team will consist only of District representatives. Proposals will be evaluated in two phases, as follows:

Phase 1: In Phase 1, proposals will be examined as to whether or not proposers understood and responded in accordance with the following requirement:

1. Proper completion and submittal of required proposal documents.

Phase 2: In Phase 2, proposals that were not disqualified in Phase 1 will be evaluated and scored using the table below:

| Evaluation Criteria | Maximum Points | Score |
|---|-----------------------|--------------|
| Competitive Price | 60 | |
| Vendor Questionnaire <ul style="list-style-type: none">• Completeness• Experience | 15 | |
| Delivery service <ul style="list-style-type: none">• Timeliness• Safety Practices | 15 | |
| Quality of Response <ul style="list-style-type: none">• Adherence to RFP specifications, terms & conditions• Completeness | 10 | |
| Total Score | 100 | |

The proposal with the highest combined total score will be the successful proposal.

VENDOR QUESTIONNAIRE

Please return completed questionnaire with the cover page (page 1) of this RFP by the closing date and time shown on the cover page.

General: Proposers must respond to all information requested in this RFP. Use additional sheets as necessary. Brochures and advertisements are not considered a direct reply to the information requested and will not be accepted as such. A qualifying proposal must address all items. Incomplete proposals may be rejected.

Format: Your response to this *Vendor Questionnaire* shall be organized and submitted in the format prescribed below in order to facilitate the comparison of proposals. For example, if you are replying to 1.f., indicate 1.f. next to that reply, etc.

1. Company Profile: Your company profile shall include the following information:
 - a. Founding date (month and year)
 - b. Firm size – staff and client base (i.e., local, regional, statewide, etc.)
 - c. Firm’s vision and mission statements
 - d. Products and/or services provided
 - e. Location of the office from which the products will be provided and the staff allocation at that office
 - f. Number of accounts – Include the number of accounts managed or supported during the past 12 months in the Region or State.
 - g. Organization Chart – Include an organization chart of your firm’s management structure, tracing field operations personnel to your firm’s vice president level.
 - h. The project manager and their e-mail address, telephone, fax, and cellular numbers
 - i. Key facilities and equipment that your firm possesses to support the proposed agreement including, but not limited to, verification of where the product is manufactured
 - j. Mailing address for the contract and contract releases (CSO’s), if awarded – Include phone and fax numbers, and e-mails.
 - k. Names and phone numbers of sales representative and person at order desk
2. Qualifications of Proposer:
 - a. How long (in years) has the proposer been in the business of supplying Ferric Chloride?
 - b. Is the proposer is a producer or repackager of Ferric Chloride? If the proposer is a repackager:
 - i. Who is your producer?
 - ii. Is there an agreement with the producer to guarantee the pricing for the first twelve (12) months of the contract?
3. Delivery Time: Provide the minimum number of days required to make product delivery after receipt of an order under normal conditions and confirm Supplier’s ability to provide emergency deliveries within 24 hours if required.
4. References: List three or more clients (government entities preferred) who have obtained comparable products and volumes from your firm. You may use the attached Customer References form or another method with equivalent information.

5. Business License: Include a copy of your firm’s current business license(s) and Seller’s Permit from the California Department of Tax and Fee Administration with your proposal submittal. The business license must be in the State of California, regardless of city and county, and must permit the transport of Ferric Chloride.
6. Industry Affiliations and Accreditation: List your firm’s professional affiliations and accreditation. Include a copy of any applicable accreditation and/or certification with your submittal.
7. Certificate of Insurance: Supplier must have insurance meeting the minimum insurance requirements set forth herein (see *Insurance Requirements for Contractors*). Please sign, date, and return the attached Proposer Statement Regarding Insurance Coverage. Actual certification of insurance and a separate endorsement naming SacSewer as additional insured must be furnished to the Issuing Officer within ten (10) days after notification of award.
8. Disclose any and all judgements, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the firm, or alternatively, warrant that no such condition is known to exist.
9. A five year history beginning January 1, 2021 of any accidents or violations of Federal, State, and local laws incurred by the Proposer in any business operations in California. Include the citing agency and resolution of each violation.
10. Financial Statements:
 - a. Provide a banking reference.
 - b. Provide a credit rating and name the rating service.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer Authorized Representative

Name and Title of Authorized Representative

Date of Signing

Vendor Chemical Production, Delivery Capabilities and Performance Record

(5 page maximum)

This section of the proposal should, at a minimum, include the following information and any additional information the Proposer feels appropriate to be able to judge the Proposer's ability to meet the specifications, intended use, and special conditions referenced in the proposal.

1. **Supplier Production Capability:** Supplier shall provide physical address(es) of chemical production facilities that are intended to be used for supplying product to the District for the purpose of fulfilling the contract. Should show the storage capability the Supplier has on site, should discuss how the product is made and the time required to create the product, what the Supplier relies on to create the product, the lead time to receive that product, and how it is delivered to the Supplier. Should describe how the Supplier ensures quality of the product delivered to the end user. Should list the typical number of production days per year for the production facility. Should show the production capability in terms of gallons or dry pounds of Ferric Chloride. Should compare the production to existing annual average contracted demands and peak week demands to show that the Supplier can meet SacSewer demands.
2. **Supplier Delivery Capability:** Should show the number of truck drivers, the size of the truck fleet and typical truck size and age used for the proposal. Should describe if the truck drivers are union workers and any contingency plan information related to work stoppage to ensure continued delivery of chemical. The supplier could use this section to also discuss how they would deliver the chemical to SacSewer, if they would have dedicated drivers based on the demands, multiple deliveries at one time.
3. **Supplier Performance Record:** Supplier should clearly show their safety record, record of chemical spills they or their delivery company have been responsible for, and the percentage of orders delivered within the time required in various contracts within the state of California.
4. If a Supplier is planning to add new facilities or modify existing facilities to better meet the requirements of this RFP, these proposed changes and a timeline of said changes should be provided so that the proposer can be evaluated against other proposers with existing facilities. If a Supplier has not produced or **delivered Ferric Chloride, they would need to be specific on how they would meet the various specifications in the proposal.**

SACSEWER INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall 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 Contractor, its agents, representatives or employees. SacSewer shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SacSewer's Risk Manager, insurance provisions in these requirements do not provide adequate protection for SacSewer and for members of the public, SacSewer may require Contractor to obtain insurance sufficient in coverage, form and amount, at SacSewer's expense, to provide adequate protection. SacSewer's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

Contractor shall furnish SacSewer with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** SacSewer's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public are adequately protected. All certificates, evidences of self-insurance, and endorsements are to be received and approved by SacSewer before performance commences. SacSewer reserves the right to require that Contractor provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY – Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, with neither additional exclusions nor limitations, unless approved by SacSewer's Risk Manager.

AUTOMOBILE LIABILITY – Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned. The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials. This coverage may also be provided under the Contractor's Pollution Liability policy.

WORKERS' COMPENSATION – Statutory requirements of the State of California and Employer's Liability Insurance.

EXCESS/UMBRELLA LIABILITY INSURANCE – If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and

primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

CONTRACTOR'S POLLUTION LIABILITY (CPL) – Insurance which includes coverage arising out of the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

TRANSPORTATION Insurance – This insurance shall be of the "all risks" type and shall include the Indemnified Parties from all insurable risks of physical loss or damage to Goods in transit until receipt at the Point of Destination. The coverage amount shall be one-hundred and ten percent of the commercial invoice value of the Goods shipped.

3. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

| | |
|-----------------------------|-------------|
| General Aggregate: | \$4,000,000 |
| Products Comp/Op Aggregate: | \$4,000,000 |
| Personal & Adv. Injury: | \$2,000,000 |
| Each Occurrence: | \$2,000,000 |

Commercial Automobile Liability:

- a. Corporate/Business owned vehicles including non-owned and hired, \$3,000,000 Combined Single Limit, including coverage for the transportation of pollutants and/or hazardous materials.
- b. Commercial Automobile Liability policy shall include a waiver of subrogation in favor of SacSewer and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Contractor's Pollution Liability: \$5,000,000 per claim or occurrence and aggregate

4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and accepted by SacSewer.

5. Claims Made Contractor's Pollution Liability Insurance

If professional liability coverage is written on a Claims made form:

- (1) The “Retro Date” must be shown and must be on or before the date of the Contract or the beginning of Contract performance by Contractor.
- (2) Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the Contract.
- (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of two (2) years after completion of the Contract.

6. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. SacSewer’s Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public are adequately protected.

MAINTENANCE OF INSURANCE COVERAGE: Contractor shall maintain all insurance coverages in place at all times and provide SacSewer with evidence of each policy's renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify SacSewer if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

7. Commercial General Liability, Contractor’s Pollution Liability and Commercial Automobile Liability:

- a. **ADDITIONAL INSURED STATUS:** SacSewer and the County of Sacramento and their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively the “Additional Insured Parties,”), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties. Any available insurance proceeds in excess of the specified minimum coverage and limits shall be available to the Additional Insured Parties.
- b. **PRIMARY INSURANCE:** For any claims related to this agreement, Contractor’s insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of Contractor’s insurance and shall not contribute with it.

- c. SEVERABILITY OF INTEREST: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. SUBCONTRACTORS: Contractor shall require all subcontractors of any tier to maintain insurance of the types and in amounts appropriate to the subcontractor's scope of work and consistent with the requirements of this Agreement, unless otherwise approved in writing by the District's Risk Manager. Contractor shall require that such policies name the District and Contractor as additional insureds on a primary and non-contributory basis where applicable, include waivers of subrogation in favor of the District and Contractor where applicable, and be evidenced by certificates and endorsements upon request. Contractor shall remain responsible for enforcing these requirements and shall remain fully responsible for the acts and omissions of subcontractors regardless of compliance.

8. Workers' Compensation

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SacSewer and the County of Sacramento and their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by Contractor. Should Contractor be self-insured for workers' compensation, Contractor hereby agrees to waive its right of subrogation against SacSewer and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

9. Notification of Claim

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SacSewer, Contractor shall give prompt and timely notice thereof to SacSewer. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

10. Waiver of Subrogation

Contractor hereby grants to SacSewer a waiver of any right to subrogation which any insurer may acquire against SacSewer by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SacSewer has received a waiver of subrogation endorsement from an insurer.

PROPOSER’S STATEMENT REGARDING INSURANCE COVERAGE

To Be Submitted with Proposal

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8531 Ferric Chloride. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Area Sewer District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer’s Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Customer References

To be submitted with Proposal

At least three customer references are required.

Reference-1:

| | |
|--|--|
| Account Name | |
| Address Line 1 | |
| Address Line 2 | |
| Contact Person/Title | |
| Phone Number | |
| E-mail Address | |
| Products and Services Provided / Year(s) | |

Reference-2:

| | |
|--|--|
| Account Name | |
| Address Line 1 | |
| Address Line 2 | |
| Contact Person/Title | |
| Phone Number | |
| E-mail Address | |
| Products and Services Provided / Year(s) | |

Reference-3:

| | |
|--|--|
| Account Name | |
| Address Line 1 | |
| Address Line 2 | |
| Contact Person/Title | |
| Phone Number | |
| E-mail Address | |
| Products and Services Provided / Year(s) | |

| Page | Paragraph | Exception |
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NON-COLLUSION DECLARATION

To Be Submitted with Proposal

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or a sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from submitting a Proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal 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 Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer 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 Proposer.

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

Signature _____