

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2017, between Evoqua Water Technologies LLC ("Contractor"), whose address is 2650 Tallevast Road, Sarasota, FL 34243, and telephone number is (941) 359-7935 and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Good to be provided and services to be performed. Contractor shall provide the goods, supply of product, equipment and perform services to disperse calcium nitrate (Bioxide) at an upstream Sanguinetti pump station to control hydrogen sulfide in the gravity sewer collection system 3 as set forth on Attachment A incorporated herein by reference Contractor shall begin providing the goods and performing the services by _____ and complete providing the goods and performing the services by _____; provided, however, the parties may agree to change the beginning or ending date(s).
2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$125,000 ((\$100,000 for Bioxide at 130 gallons per day, \$2.10 per gallon; and \$25,150 for the feeding system).
3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.
4. Maintenance. Contractor shall provide the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self-check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City personnel a resolution report indicating how and when the Contractor intends to resolve the issue.
5. Warranty. Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one-year period shall begin upon the date the City provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor,
6. Indemnification. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to

indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B.

8. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. Ownership of Goods. All goods accepted by the City shall be the property of the City.

11. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Jennifer R. Miller
Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

To City: City Manager
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202

14. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

15. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

Kurt O. Wilson, City Manager

CONTRACTOR

By: 

Signature

Jennifer R. Miller

Print name

ATTEST:

Title: V.P. & G.M.

Bonnie Paige, City Clerk

APPROVED AS TO FORM:

John Leubberke, City Attorney

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: 

Signature

Sheri Whalen

Print name

Title: Notary Public - State of Florida



**NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF CALCIUM NITRATE
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 04-2016**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of calcium nitrate. Bids are to be prepared pursuant to the specifications provided by Dublin San Ramon Services District (DSRSD), the coordinating Agency for this bid. All sealed bids to be considered for this solicitation must be received by **9:00 A.M. PDT, Tuesday, April 5, 2016** at the Dublin San Ramon Services District Regional Wastewater Treatment Facility at 7399 Johnson Drive, Pleasanton, CA 94588. Bids received after said date and time will be returned to the sender unopened, and will not be considered under any circumstances. Bids postmarked but received after the bid opening will not be accepted. Bids submitted electronically or by facsimile will not be accepted. The bids will be publicly opened and read aloud to all in attendance at 9:00 A.M. PDT on Tuesday, April 5, 2016. Bidders are invited, but not required, to attend the bid opening.

BACC and its member Agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, please contact Louanne Ivy, Administrative Analyst, at Dublin San Ramon Services District, 7399 Johnson Drive, Pleasanton, CA 94588, or telephone (925) 875-2398. The fax number is (925) 462-0658 and the email address is ivy@dsrsd.com.

CALCIUM NITRATE

BID NO. 04-2016

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BAY AREA CHEMICAL CONSORTIUM

**REQUEST FOR BID
BID NO. 04-2016**

FOR SUPPLY AND DELIVERY OF CALCIUM NITRATE

**BID DUE DATE: 9:00 A.M. PDT, Tuesday, April 5, 2016
BID OPENING DATE: 9:00 A.M. PDT, Tuesday, April 5, 2016**

Coordinating Agency:

**Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588
(925) 846-4565 (Office)
(925) 462-0658 (Fax)
ivy@dsrsd.com**

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**BAY AREA CHEMICAL CONSORTIUM
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF CALCIUM NITRATE
BID NO. 04-2016**

Sealed bids will be received by Dublin San Ramon Services District (DSRSD), Regional Wastewater Treatment Facility, 7399 Johnson Drive, Pleasanton, CA 94588, by and for the Bay Area Chemical Consortium (BACC) until 9:00 A.M. PDT, Tuesday, April 5, 2016.

1. GENERAL PROVISIONS

The Bay Area Chemical Consortium (BACC) is a cooperative group of public Agencies each individually established under the laws of the State of California. For this particular bid solicitation the participating member Agencies include:

CENTRAL MARIN SANITATION AGENCY, a joint powers agency
SAUSALITO MARIN CITY SANITARY DISTRICT, a special district
SILICON VALLEY CLEAN WATER, a joint powers authority

These participating BACC Agencies, acting collectively through their authorized agents, are seeking competitive sealed bids for the supply and delivery of calcium nitrate. All sealed bids to be considered for this solicitation must be received by **9:00 A.M. PDT, Tuesday, April 5, 2016** at the Dublin San Ramon Services District Regional Wastewater Treatment Facility at 7399 Johnson Drive, Pleasanton, CA 94588. Bids received after said date and time will be returned to the sender unopened and will not be considered under any circumstances. Postmarks are not accepted. Bids submitted electronically or by facsimile will not be accepted.

BACC and its member Agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

If you have any questions regarding this bid, please call Louanne Ivy, Administrative Analyst – Operations, at (925) 875-2398, Fax (925) 462-0658, or email ivy@dsrsd.com. To learn the bid results, call (925) 875-2398 after the bid due date.

2. INSTRUCTIONS TO BIDDERS

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

2.1 Bid Form

Bids must be submitted only upon the forms provided in the Bid Contract Documents, with all items properly filled out in non-erasable permanent ink. All bid documents must be signed, dated and sealed.

The bid form may be rejected if it shows any omissions, alterations of form, the addition of information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all of the following components:

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

2.2 Estimated Quantity

The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating any BACC Agency to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. All participating BACC Agencies reserve the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased.

2.3 Delivery Locations

The participating BACC Agencies are listed on the bid form according to their location by relative geographic areas. The Bidder must quote uniform bid prices for deliveries made to each of the distinct geographic areas. For the purposes of this bid request the distinct geographic areas are defined as:

Peninsula: includes Silicon Valley Clean Water.

Marin-Sonoma-Napa: includes Central Marin Sanitation Agency and Sausalito Marin City Sanitary District.

2.4 Bid Pricing

All bids submitted must include a base unit price for calcium nitrate for each geographic area as described in Section 2.3. Bidders shall provide bid prices on the bid form including all costs associated with providing and delivering the chemical to the Agency's facility, including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. BACC Agencies that use a chemical for treating water for resale may be exempt from paying sales tax, and it will be the responsibility of each BACC Agency to notify the successful bidder if some or all of their purchases will be exempt from sales tax. BACC Agencies will be responsible for providing the successful bidder with a letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. BACC Agencies that do not notify the successful bidder that their Agency is exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice. Bids qualified by additional or conditional charges such as CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed. Bulk deliveries are defined as a quantity of a chemical that is pumped or blown with compressed air or conveyed by another means from a delivery vehicle to the customer's tank or tanks. Bid prices should be based on bulk deliveries of 2,000 gallons or more. For bulk deliveries of less than 2,000 gallons, the Bidder may, at their option, assess

additional charges for "short loads" unless specific requirements for smaller deliveries are described in Section 3.7, Delivery Requirements, or in the Special Technical Specifications described herein. Any additional "short load" charges must be shown by the Bidder as a standard deviation on the bid form. Bidders and/or third party haulers will not be allowed to refuse to make "short load" deliveries. Bids that do not include unit prices for bulk deliveries to each Region shown on the bid form will be considered irregular and, at the option of BACC and the participating BACC Agencies, may be eliminated from further consideration. Bidders will note that the bid form requests bid prices for the cost per pound of available nitrate oxygen, and the corresponding price per gallon of the chemical. Bidders may submit prices for whatever concentration of the chemical that results in the lowest price per pound of available nitrate oxygen. The corresponding bid price per gallon shall be used for all invoicing. Bidders that fail to submit bids for both the pounds of available nitrate oxygen and the price per gallon for the chemical for each Region will be considered irregular and will be rejected.

None of the participating BACC Agencies requires non-bulk deliveries of this chemical in containers such as buckets, barrels, or totes, therefore the bid form does not include spaces to enter bid prices for chemical delivered in containers such as buckets, barrels, or totes. If a participating BACC Agency later decides that they need deliveries in containers, Bidders may, at their option, negotiate with a BACC Agency to determine a price for deliveries in containers such as buckets, barrels, or totes.

2.5 Bidder Qualifications

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

2.6 Authorized Signatory of Bid Contract Documents

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

2.7 References

The Bidder must submit with the bid a list of a minimum of three references that have purchased similar chemicals and services from the Bidder. The Bidder must provide the company or Agency name, contact name, and telephone number for each reference. Whenever possible, Bidders should provide references

for customers from the same region or regions as the participating BACC Agencies. Bidders may provide references from BACC Agencies. These references must be shown on the Standard Agreement contained herein.

2.8 Bid Submittal

All bid submittals must be enclosed in a sealed envelope marked **"Bid for Calcium Nitrate, BACC BID NO. 04-2016"**, addressed to Louanne Ivy, Administrative Analyst – Operations, and must be delivered to Dublin San Ramon Services District, Regional Wastewater Treatment Facility, 7399 Johnson Drive, Pleasanton, CA 94588, **by no later than 9:00 A.M. PDT, Tuesday, April 5, 2016**. An original signed bid form including all required attachments is required. Bids submitted electronically or by facsimile will not be accepted. It is the Bidder's responsibility to ensure that any bid that is submitted is received in the proper format, time, and place, and the Bidder is responsible for allowing adequate time for delivery of their bid by hand delivery, express delivery, US postal service, or by other means. The deadline for delivering bids is listed in the bid documents and the Bidder is solely responsible for ensuring that their bid is received by BACC prior to the scheduled bid opening. BACC will not be responsible for any delays or transmission errors. Bids delivered before the bid opening but to the wrong address will be considered non-responsive unless redelivery is made to the correct address before the scheduled bid opening date and time. Bidders are encouraged to bring a duplicate sealed copy of their bid prior to the bid opening, in the event a problem occurred with the delivery service they utilized. Bids received after the date and time listed above will not be accepted and will be returned to the Bidder unopened.

2.9 Modification, Addenda, and Interpretations

Any explanation desired by the Bidders regarding the meaning or interpretation of the bid documents must be requested in writing, either by facsimile, regular mail, or e-mail at least seven (7) calendar days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the BACC coordinating Agency. All changes to the bid documents initiated by the BACC will be through written addenda and furnished to all Bidders via email or fax. Any written addendum issued before the date and time of the bid opening will become a part of the Bid Contract Documents and must be acknowledged on the bid form that each Bidder submits. Failure to acknowledge any and all the addendum(s) on the bid form may be cause for rejection of the bid.

2.10 Modification of Bids

A Bidder may modify their Bid in writing provided such communication is received by the BACC coordinating Agency prior to the date and time of the bid opening. Modifications of any bid prices must be submitted to BACC in a clearly marked and sealed envelope prior to the time of the bid opening. Proposed modifications of bid terms and conditions other than the bid prices may be sent to BACC via facsimile, e-mail, regular mail, or courier prior to the time of the bid opening. Except for hand deliveries, it shall be the responsibility of the respective Bidder to determine if their written modification was received in time by BACC. Any written communication not sent in a sealed envelope shall not reveal the bid price and shall state the addition or subtraction or other modification so that the final prices or terms will not be known by the BACC until the sealed bids are opened. BACC reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

2.11 Withdrawal of Bids

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

2.12 Proposed Deviations from the Specifications by the Bidder

Any deviation from the specifications described herein or in a written addendum that is proposed by a Bidder must be noted in detail on the Bid Form, and a copy of the proposed specification must be attached to the bid form at the time of submission. The absence of a proposed change in the specifications will hold the Bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the Bidder's name should be clearly shown on each document. Each BACC Agency will be responsible for individually accepting or rejecting any proposed deviations from the described specifications.

2.13 Competency of Bidders

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

2.14 Rejection of Bids

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

2.15 Opening Bids

At the bid opening all bids received will be publicly opened and read, as set forth in the Notice Inviting Sealed Bids. Bidders, or their representative, and other interested persons may be present at the opening and reading of the bids. Following the bid opening, a bid tabulation will be circulated to all of the responsive Bidders, even if their representative was not present at the bid opening.

2.16 Method of Award

Bids may be awarded by the participating BACC Agencies to the lowest, responsive, and responsible Bidder meeting the specifications for bulk loads. The lowest responsive Bidder will be determined by multiplying the estimated annual quantity for each participating BACC Agency by the bid price for their Region, and adding up the aggregate cost to all of the participating Agencies in the Regions. The single bid that results in the lowest overall cost to the participating Agencies as a group will be determined by BACC to be the

low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents, and reserves the right to reject any and all bids and to waive irregularities in said bids. The following is a non-inclusive list of criteria that must be used in award of the bid.

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

2.17 Disqualification of Duplicate or Collusive Bidders

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

2.18 Identical Bids

In the case of tied or identical bids corresponding to the proposed unit costs, BACC reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in Section 2.16 Method of Award, then any additional costs described in the "Standard Deviations", such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Standard Deviations" still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Standard Deviations" will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then BACC will draw lots by placing the names of the tied bidders in a hat and drawing a name. If drawing lots is deemed necessary, BACC will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

2.19 Material Warranty

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

2.20 Bid Summary

Bid proposals will be summarized and reviewed with the BACC Agencies following the bid opening. Bid summaries or tabulations will also be provided to the responsive Bidders within 10 business days following

the bid opening. After a careful review of the bids by each of the participating BACC Agencies, bids may be awarded based on the criteria outlined in paragraph 2.15, Method of Award.

2.21 Manufacturer's Information

Bidders must submit with their Bid Form the following:

- a. An affidavit of compliance with the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard is required for all chemicals and polymers being provided for potable water treatment. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance with AWWA/NSF standards and a letter attesting to the affidavit's validity, a current printout from NSF.org is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified.
- c. Name and address of the chemical manufacturer.
- d. Product Bulletin and Typical Properties.
- e. Safety Data Sheet (SDS).

3. SPECIAL INSTRUCTIONS TO BIDDERS

3.1 Calcium Nitrate Requirements

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

3.2 Safety Requirements

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

3.3 Spillage

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

3.4 Chemical Orders

All orders placed throughout the contract will be initiated separately by each participating BACC Agency, and each will be responsible for the coordination of all aspects of those orders with the successful Bidder. Inquiries in reference to individual orders during the contract period must be directed to the appropriate BACC Agency.

3.5 Purchase Orders

This bid in conjunction with each BACC Agency's purchase order and/or purchase agreement will constitute the entire Contract. Individual purchase orders and/or purchase agreements will be issued to the successful Bidder by each participating BACC Agency, and all chemical sales must be invoiced separately to the respective BACC Agency. Bidders may seek a price increase for any nontrivial change in the terms and conditions that are requested by a participating BACC Agency in their purchase order and/or purchase agreement.

3.6 Taxes

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The participating BACC Agencies that provide potable and/or recycled water to customers will be responsible for providing the successful Bidder with these certificates. Chemicals purchased solely for the use in wastewater treatment and disposal facilities are subject to sales tax.

3.7 Delivery Requirements

Bidders are responsible for reviewing each of the listed delivery locations and ensuring that their product can be delivered to each location prior to submitting a bid. Bidders that intend to utilize the services of a third party hauling company for some or all of their deliveries are responsible for ensuring that the hauler

they have selected can and will deliver their product to each location shown on the bid documents, and for submitting an affidavit pertaining to assurance with their bid. Failure to provide this assurance and submit an affidavit may be cause for rejecting their bid. Delivery bills of lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to a shipping manifest. Delivery times and dates must be coordinated between the successful Bidder and each participating BACC Agency on a schedule that meets the needs of the BACC Agency, but at no time can a delivery occur more than seven (7) days after the order is placed unless the respective BACC Agency requests a later delivery. No delivery can be made when a BACC Agency representative is not on site. The successful Bidder must notify the BACC Agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date, unless delivery delays are the result of in-route transportation delays, then notification must be provided as soon as possible to inform the BACC Agency of the anticipated delivery date and time. Persistently late deliveries may be used as a basis for contract cancellation. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful Bidder at no cost to the BACC Agency, and must be re-delivered by the Bidder within 48 hours of the unacceptable delivery. Any BACC Agencies requiring special delivery requirements will be listed under Special Technical Specifications found later in this document.

3.8 Force Majeure

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

3.9 Safety Data Sheet (SDS)

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

3.10 Payments

Payments for all chemicals will be made individually by each participating BACC Agency thirty (30) days after receipt of a complete and accurate invoice. BACC itself does not have any legal authority to conduct business and therefore cannot be held responsible for the financial arrangements made between each individual BACC Agency and the successful Bidder. Cash discounts for early remittance of payment must be stated on the invoice, if applicable.

3.11 Legislative Impacts

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

3.12 Subcontracting

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

3.13 Laws and Regulations

All applicable State of California and Federal laws, City, County, and Special District ordinances, licenses, and regulations of all participating BACC Agencies having jurisdiction must apply during the contract period.

3.14 Insurance

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

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Employer's Liability Insurance	\$2,000,000 per accident, and \$1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	\$2,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 policy aggregate.

Prior to commencement of any performance under this contract, the successful Bidder must furnish to each participating BACC Agency an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of all policies of insurance required as noted above. All policies of insurance must be endorsed to name the respective BACC Agency, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to this contract, Bidder's insurance coverage shall be primary insurance with respect to each participating BACC Agency, their officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by any BACC Agency party, their officials, officers, employees, agents and volunteers shall be excess of the Bidder's insurance and shall not contribute with it. The successful Bidder will be responsible

for contacting each participating BACC Agency to ascertain the proper name or names of the Agency specific entities to be included in the endorsements.

The successful Bidder must also provide each participating BACC Agency with a MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

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

The successful Bidder must maintain the required insurance at all times while this contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies of insurance must be endorsed to provide the required insurance and must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to each participating BACC Agency. The Certificate of Insurance must have a cancellation statement worded as follows: *"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company must mail thirty (30) days written notice to the Certificate holder named to the left."*

4. TERMS AND CONDITIONS

4.1 Indemnification

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

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

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

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

4.2 Bid Protests

Any Bid protest must be submitted in writing to the BACC coordinating agency before 3:30 p.m. on the seventh (7th) calendar day following Bid opening.

- The protest document must contain a complete statement of the basis for the protest and all supporting documentation.
- The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. All protests and responses received after the time set forth herein will be rejected. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
- If a protest is mailed, the protesting party bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means which objectively establishes the date of receipt by BACC.
- If BACC determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.

4.3 Disputes

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

4.4 Attorney's Fees

In the event an action is commenced by a party to this contract against the other to enforce its rights and/or obligations arising from this contract, the prevailing party in such action, in addition to any other

relief and recovery ordered by the court or arbitration, must be entitled to recover all statutory costs, plus reasonable attorney's fees.

4.5 Equal Opportunity

The successful Bidder must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the Americans with Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request, by any BACC Agency.

4.6 Modification of Contract

This contract may not be modified, altered, or amended except by the mutual written agreement of the respective BACC Agency and the successful Bidder.

4.7 Common Language

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

4.8 Proprietary Information

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

4.9 Patent Guarantee

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

4.10 Quality Control

The Bidder's chemical may be inspected and/or sampled before, during, or after any delivery and tested to confirm compliance with all of the specifications. Persistent clogging, deliveries containing significant amounts of debris, and/or chemical not meeting the technical specifications will be considered to be deficiencies. If deficiencies are detected, the chemical will be rejected and the Bidder will be required to remove and replace any and all of the chemical and clean the associated tanks and piping that are contaminated by a delivery that is determined to be deficient, at no cost to the participating Agency. If

the Bidder fails to remove and replace the deficient chemical in a timely manner after being notified of the problem by the participating Agency, the participating Agency may remove and dispose of the contaminated chemical and clean the chemical storage tank or tanks and the associated piping all at the Bidder's expense. Payment for the delivered chemical will not be made until the defects are corrected and the chemical is properly replaced and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

4.11 Term of Contract

The term of the contract will be twelve (12) months commencing July 1, 2016, and expiring June 30, 2017, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC Agency and the successful Bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC Agency and the successful Bidder.

4.12 Good Faith Bidding and Contracting

The participating BACC Agencies listed on this bid solicitation are bidding in good faith and have agreed not to extend an existing bid in lieu of contracting with the lowest responsive Bidder. However, nothing in this bid solicitation shall prevent a BACC Agency from rejecting all bids and separately procuring the services they require, if deemed in the best interest of their respective Agency.

4.13 Termination of Contract

Any BACC Agency may terminate their contract with the successful Bidder for any reason by providing the Bidder written notice of termination, and specifying the effective date thereof, at least thirty (30) days before the effective date. Termination of the contract by one BACC Agency does not affect the contractual relationship between the successful Bidder and any other BACC Agency.

4.14 Termination for Cause

In the event of a breach of any term or provision of this contract by the Bidder, a BACC Agency may terminate this contract with respect to supply of chemicals for that Agency by providing the Bidder with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date. Termination of the contract by one BACC Agency does not affect the contractual relationship between the successful Bidder and any other BACC Agency.

4.15 Effect of Termination

Any termination by a BACC Agency, with or without cause, must not affect the validity of the contract between the Bidder and any other BACC Agency, nor must such action affect any rights, remedies, or obligations of the Bidder or any other BACC Agency.

4.16 Assignment

Bidder must under no circumstances assign the contract without the prior written consent of each participating BACC Agency. Any assignment, or attempt at assignment, made without such consent of each participating BACC Agency may be considered a breach of contract.

4.17 Competitiveness and Integrity

The participating BACC Agencies have assigned control of the acquisition process to the BACC coordinating Agency identified in the *Notice Inviting Sealed Bids* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this bid to the designated BACC coordinating agency, unless otherwise specifically noted, or unless approved in writing by the BACC coordinating Agency. Attempts by Bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending Bidder's offer. The BACC coordinating Agency may refer communications to other participating BACC agencies for clarification.

PRODUCT TECHNICAL SPECIFICATIONS
CALCIUM NITRATE

The product shall be calcium based and have a nitrate concentration that is specified on the required certificate of analysis of the material, defined as the percent by weight of nitrate $\text{Ca}(\text{NO}_3)_2$. Nitrate products that contain sodium instead of calcium will not be accepted. All of the following criteria, at a minimum, must be measured and reported on the certificate of analysis that is submitted with the bid:

Chemical:	$\text{Ca}(\text{NO}_3)_2$
Nitrogen (lb/gal):	Per certificate of analysis
Nitrate Oxygen (lb/gal):	Per certificate of analysis
NO_3 (%)	Maximum of 65%
pH:	Per certificate of analysis
Specific Gravity:	Per certificate of analysis
Freezing point (degrees F)	Per certificate of analysis
Insoluble Matter (%):	<0.5 %

The product shall contain no impurities deemed hazardous by EPA or the State of California.

The product shall be a liquid phase product, and delivered in bulk. It is intended that the product will be stored in a tank as a liquid, and then fed into the wastewater via standard liquid-phase chemical handling procedures.

The product shall be free of any objectionable odor-producing compounds.

CALCIUM NITRATE

BID NO. 04-2016

**SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
CENTRAL MARIN SANITATION AGENCY
CALCIUM NITRATE**

Split Loads:

Central Marin Sanitation Agency may require split loads between any two out of four Calcium Nitrate Stations during delivery. A split load shall be defined as a full truckload that is divided in any combination of pounds/gallons between two nitrate stations. Any additional costs incurred for these loads must be noted under Specific Deviations on the Standard Agreement.

Delivery Locations:

Storage Tank Location	Storage Tank Size	Address (GPS Coordinates):
North Francisco Pump Station (San Rafael)	6,500 Gallons	201 East Francisco Blvd., San Rafael, CA
West Railroad Pump Station (San Rafael)	4,000 Gallons	47 Castro Ave., San Rafael, CA
Greenbrae Pump Station (Greenbrae)	6,500 Gallons	Property adjacent West of 50 Bon Air Center, Larkspur, CA
Paradise Pump Station (Corte Madera)	6,500 Gallons	5702 Paradise Dr., Corte Madera, CA

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
SAUSALITO MARIN CITY SANITARY DISTRICT
CALCIUM NITRATE

Split Loads:

Sausalito Marin City Sanitary District may require split loads between two Calcium Nitrate Stations during delivery. A split load shall be defined as a delivery that is divided in any combination of pounds/gallons between two nitrate stations. Any additional costs incurred for these loads must be noted under Specific Deviations on the Standard Agreement.

SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
SILICON VALLEY CLEAN WATER
CALCIUM NITRATE

Delivery Requirements:

Silicon Valley Clean Water (SVCW) will require monthly deliveries of 1,000 gallons to be made to the Redwood City Sewer Pump Station #12 located at 790 Marine Parkway, Redwood City, CA 94065. SVCW will attempt to coordinate orders so that deliveries to the pump station can be made at the same time as deliveries to the San Carlos Pump Station located at 150 Monte Vista Dr., San Carlos, CA 94070, although SVCW will not guarantee that every order for the pump station can be coordinated in this manner. The San Carlos Pump Station will require weekly deliveries of 4,000 gallons. Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries (including holidays, weekends, and night hours) within twenty-four (24) hours after notification. In order to assure a SVCW Operator will be available to oversee the delivery, all deliveries must be made between 6:00 a.m. and 3:00 p.m.

CALCIUM NITRATE

BID NO. 04-2016

**BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES FOR BID NO. 04-2016
CALCIUM NITRATE**

Geographic Area	Calcium Nitrate for Wastewater Treatment Applications Estimated Annual Quantity
Peninsula Agencies:	
Silicon Valley Clean Water	162,000 gallons (approximately 686,600 pounds of nitrate oxygen)
Marin-Sonoma-Napa Agencies:	
Central Marin Sanitation Agency	162,000 gallons (approximately 700,040 pounds of nitrate oxygen)
Sausalito Marin City Sanitary District	12,000 gallons (approximately 51,000 pounds of nitrate oxygen)
TOTALS	336,000 gallons (1,437,640 pounds of nitrate oxygen)

GRAND TOTAL ESTIMATED ANNUAL QUANTITY: ± 336,000 Gallons

CALCIUM NITRATE

BID NO. 04-2016

**BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS FOR BID NO. 04-2016
CALCIUM NITRATE**

Geographic Area	Delivery Location	Frequency of Deliveries	Typical Delivery Size
Peninsula Agencies:			
Silicon Valley Clean Water	San Carlos Pump Station 150 Monte Vista Drive, San Carlos	Weekly	4,500 gallons
	Redwood City Sewer Pump Station #12, 790 Marin Parkway, Redwood City	Monthly	1,000 gallons – split with San Carlos Pump Station
Marin-Sonoma-Napa Agencies:			
Central Marin Sanitation Agency	North San Francisco Pump Station – 201 East Francisco Blvd, San Rafael And West Railroad Pump Station – 47 Castro Ave, San Rafael And Greenbrae Pump Station – property adjacent west of 50 Bon Air Center, Larkspur And Paradise Pump Station – 5702 Paradise Drive, Corte Madera	Once every 2 weeks	4,000 - 5,000 gallons – split load between any 2 out of 4 locations
Sausalito Marin City Sanitary District	Marin City Pump Station – 180 Donahue Street, Sausalito	3 – 4 times per year	4,000 – 5,000 gallons – split between 2 locations
	Gate 5 Pump Station – Gate 5 Road @ Coloma Street, Sausalito	3 – 4 times per year	

**BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
CALCIUM NITRATE**

Central Marin Sanitation Agency

Attention: Jacky Wong, Assistant Engineer
1301 Andersen Drive
San Rafael, CA 94901
Phone: (415) 459-1455 x 130

Sausalito Marin City Sanitary District

Attention: Kevin Beneda, Lead Operator
1 East Road
Sausalito, CA 94965
Phone: (415) 332-0244

Silicon Valley Clean Water

Attention: Monte Hamamoto, Wastewater Superintendent
1400 Radio Road
Redwood City, CA 94065-1220
Phone: (650) 591-7121

**All of the following pages must be properly completed and submitted
for the bid to be considered complete.**

CALCIUM NITRATE

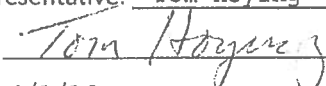
BID NO. 04-2016

STANDARD AGREEMENT, PAGE 1 OF 2
BAY AREA CHEMICAL CONSORTIUM
BID NO. 04-2016
SUPPLY AND DELIVERY OF CALCIUM NITRATE

Bay Area Chemical Consortium (BACC)
c/o Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

Dear Sirs:

I hereby agree to furnish calcium nitrate identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Evoqua Water Technologies LLC
Address: 2650 Tallevast Road
City, State, ZIP: Sarasota, FL 34243
Phone: 941-359-7935
Email: thomas.hoying@evoqua.com
Authorized Representative: *Tom Hoying
Signature: 
Date: 4/1/16

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER -- THROUGH --.

SPECIFIC DEVIATIONS (if applicable, attach additional sheets if necessary):

*See attached Delegation of Authority from Jennifer Miller

DELEGATION OF APPROVAL AUTHORITY
EVOQUA WATER TECHNOLOGIES, LLC

I, Jennifer R. Miller, V.P & General Manager Municipal Services, **Evoqua Water Technologies LLC**, (the "Corporation"), by virtue of the authority vested in me per the EWT Approval Authorization and Signature Policy, to approve in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

For the period March 28th through April 1st 2016.

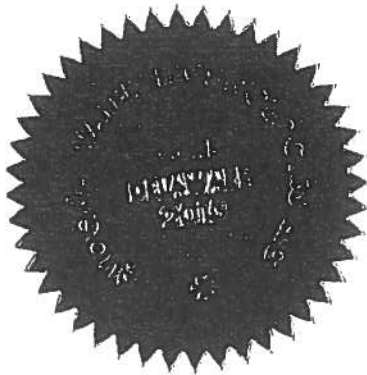
Name(s): Tom Hoying

Dated: 03/25/2016

Jennifer R. Miller

Signature

Jennifer R. Miller
V.P & General Manager Municipal Services



CALCIUM NITRATE

BID NO. 04-2016

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
Evoqua Water Technologies LLC
2. Bidder's Street Address:
2650 Tallevast Road, Sarasota, FL 34243
3. Mailing Address:
Same as above
4. Business Telephone: 941-359-7935 Fax Number: 941-359-7985
5. Type of Supplier:
☐ Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC
~~If Corporation~~, indicate State where incorporated: Delaware
6. Business License Number issued by the City where the Supplier's principal place of business is located.
Number: 017910 Issuing City: Temecula
7. Supplier Federal Tax Identification Number: 80-0909020
8. Emergency Contact: Name: Rhett Ussery
Phone Number: 916-390-8946
9. Order Contact: Name: Shareen Tinsman
Address: 42257 Avenida Alvarado, Temecula, CA 92590
Phone Number: 800-566-1568 Fax Number: 951-296-6093
Email: shareen.tinsman@evoqua.com
10. References:
- | <u>Company/Agency Name</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|---------------------------------------|-----------------------|------------------------------|
| 1) <u>City of Oceanside</u> | <u>Rudy Guzman</u> | <u>760-435-3622</u> |
| 2) <u>Central Marin Sanit. Agency</u> | <u>Jacky Wong</u> | <u>415-459-1455</u> ext. 130 |
| 3) <u>Sausalito Marin</u> | <u>Brian Zamacona</u> | <u>415-332-0244</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):
Yara North America, 100 N. Tampa Street, Suite 3200, Tampa, FL 33602

CALCIUM NITRATE

BID NO. 04-2016

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

State of ~~California~~ Florida)
) ss.
County of Manatee)

Tom Hoying, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative)

Business Process Specialist of Evoqua Water Technologies LLC the party making the
(Title of Representative) (Contractor's Name)

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

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

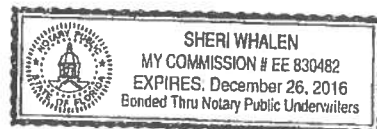
Tom Hoying
Signature of: President, Secretary,
Manager, Owner, or Representative
*see attached delegation of authority

Subscribed and sworn to before me this, 1 Day of April, 20 16

Sheri Whalen
Signature of Notary Public In and For

The County of Florida

State of Manatee



All Signatures Must Be Witnessed By Notary

DELEGATION OF APPROVAL AUTHORITY
EVOQUA WATER TECHNOLOGIES, LLC

I, Jennifer R. Miller, V.P & General Manager Municipal Services, **Evoqua Water Technologies LLC**, (the "Corporation"), by virtue of the authority vested in me per the EWT Approval Authorization and Signature Policy, to approve in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

For the period March 28th through April 1st 2016.

Name(s): Tom Hoying

Dated: 03/25/2016

Jennifer R. Miller

Signature

Jennifer R. Miller
V.P & General Manager Municipal Services



CALCIUM NITRATE

BID NO. 04-2016

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 04-2016, PAGE 1 OF 2

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR CALCIUM NITRATE
BACC BID NO. 04-2016"**

And delivered to:

Louanne Ivy
Administrative Analyst – Operations
Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

No later than 9:00 A.M. PDT
Tuesday, April 5, 2016

Business Name:

Evoqua Water Technologies LLC

Business Address

2650 Tallevast Road
Sarasota, FL 34243

Telephone Number: 941-359-7935

Facsimile Number: 941-359-7985

Email Address: thomas.hoying@evoqua.com

Authorized Representative (Please Print):

Tom Hoying

Date: 4/1/16

- I. All costs except California State sales tax for the purchase of calcium nitrate must be included in the amount shown below on this Bid Form, including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids in \$ per pound of nitrate oxygen and in \$ per gallon as indicated below.**

BACC Agencies: Peninsula Locations

Silicon Valley Clean Water

Unit Price per Pound of Nitrate-Oxygen: \$ 0.4884 /LB of nitrate oxygen

Unit Price Calcium Nitrate Solution: \$ 2.10 /gallon

BACC Agencies: Marin-Sonoma-Napa Locations

Central Marin Sanitation Agency and Sausalito Marin City Sanitary District

Unit Price per Pound of Nitrate-Oxygen: \$ 0.4884 /LB of nitrate oxygen

Unit Price Calcium Nitrate Solution: \$ 2.10 /gallon

Note: Bidders must submit bid prices for both of the above listed parameters, based on the same concentration of the chemical being proposed as documented by the certificate of analysis. The low bid will be determined using the cost per pound of available nitrate oxygen. The bid price in \$ per gallon will be used for invoicing by the successful bidder.

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 04-2016, PAGE 2 OF 2

II. **Bidders must submit all of the following, attached to this Bid Form:**

- a. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or Bidder's in-house laboratory if ISO certified.
- b. Product Bulletin and Typical Properties.
- c. Safety Data Sheet (SDS).
- d. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.
- e. A summary sheet showing how the Bidder calculated the pounds of available nitrate oxygen for the proposed concentration of the chemical.

EVOQUA WATER TECHNOLOGIES LLC
SUMMARY OF TESTING AND CALCULATIONS SHOWING THE POUNDS OF AVAILABLE NITRATE OXYGEN PER GALLON

Evoqua is bidding Bioxide-SB, a concentrated form of nitrate salts. As with all of our Bioxide products we measure the amount of nitrate-oxygen by first determining in a laboratory the concentration of nitrate ion via Ion Chromatography (IC) analysis.

The results of the IC testing gives us mg/L of nitrate ions, which are then converted to #/NO₃-O per gallon via the following formula:

To convert from mg NO₃-N / L to lb NO₃-O / gal, fill in the yellow cell:

151400	mg NO ₃ -N / L				This would be the value reported from you contract lab.
151400	mg NO ₃ -N / L *	3.426804	=	518818	mg NO ₃ -O/L
518818	mg NO ₃ -O/L /	1000	=	519	g NO ₃ -O/L
519	g NO ₃ -O/L /	453.5924	=	1.143798241	lb NO ₃ -O/L
1.143798	lb NO ₃ -O/L *	3.785412	=		Finally we multiply by 3.785412 to convert liters to gallons



Municipal Services

Certificate of Analysis

PRODUCT: Bioxide-SB

TERMINAL Stockton, CA

SHIPPING DATE: 02/29/2016

BATCH# 389613

ANALYSIS:

NO3-O	4.43 lb/gal
Specific Gravity (at 68°F, 20°C)	1.492
pH	5.59

Results may be based on batch analysis.



Bioxide® SB Product Specifications

	SPECIFICATIONS
Description	Aqueous solution of stable, inorganic salts for biological enhancement, calcium ammonium nitrate salt
H ₂ S Dosage Requirement	0.6 gallon/lb. dissolved H ₂ S
Weight/Gallon	12.2 - 12.5 lbs./gallon
Pounds of Nitrate Oxygen	4.3 pounds of nitrate-oxygen (NO ₃ -O) per gallon minimum
pH	5 – 8
Crystallization Point	25° F
Color	Clear to slightly turbid tan
CERCLA Listing	Contains no CERCLA listed hazardous substances. BIOXIDE® is exempt from Federal DOT placard requirements.
Equipment Requirements	Compatible with storage tanks, piping and pumping equipment made of polyethylene, PVC, FRP or stainless steel.

BIOXIDE®THE NATURAL SOLUTION

BIOXIDE® is a biochemical process solution which controls odors and corrosion caused by hydrogen sulfide and other compounds in wastewater systems. It is safe to handle, and effective dosage will prevent atmospheric hydrogen sulfide from reaching toxic levels. Proper dosage of BIOXIDE treatment solution to a sludge or a wastewater stream, as determined by Evoqua Water Technologies LLC, provides for a population of beneficial bacteria which oxidize dissolved hydrogen sulfide and other reduced sulfur compounds as part of their metabolism.

By treating the hydrogen sulfide in the

wastewater stream, the process prevents release of hydrogen sulfide into the air, reducing odors and corrosion.

The BIOXIDE process has proven effective in many types of wastewater facilities, in widely varying flows, and in any kind of weather. Treatment is typically dosed into a collection system upstream from the problem facility. From a few selected points, the benefits will spread throughout the collection system. The process has been documented to reduce dissolved hydrogen sulfide from over 50 ppm to < 0.1 ppm in numerous wastewater collection force mains, wet wells and gravity interceptors. Similar results have been achieved with BIOXIDE treatment in sludge lagoons and storage tanks. Due to the

biochemical nature of this process, complete sulfide removal is extremely cost effective in applications where extended detention times produce septic conditions. Regional distribution and service locations are in Temecula, CA; Wilmington, DE; Sarasota, FL; Canton, GA; Granite City, IL and Cedar Park, TX.

BIOXIDE® as used throughout this document is a registered name owned by Evoqua Water Technologies LLC. When used in an AE process U.S. Patents #7,087,172 and 7,186,341 may apply.



SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY INFORMATION			
PRODUCT TYPE:	Inorganic Salt Solution		
PRODUCT NAME:	Bioxide® SB Solution		
COMPANY ID:	Evoqua Water Technologies LLC 181 Thorne Hill Drive, Warrendale, PA 15086		
TELEPHONE NUMBER:	INFORMATION:	CORPORATE	866.926.8420
	MEDICAL EMERGENCY:	CHEMTREC	800.424.9300
	TRANSPORTATION EMERGENCY:	CHEMTREC	800.424.9300
DATE PREPARED:	9 June 2015	REVISION:	1

SECTION 2: HAZARD(S) IDENTIFICATION			
HMIS RATINGS		NFPA RATINGS	GUIDE
HEALTH	2		4 – EXTREME/SEVERE 3 – HIGH/SERIOUS 2 – MODERATE 1 – SLIGHT 0 – MINIMUM W – WATER REACTIVE OX – OXIDIZER
FLAMMABILITY	0		
PHYSICAL HAZARD	0		
PERSONAL PROTECTION	D		
PICTOGRAM		SIGNAL WORD	HAZARD STATEMENT
		WARNING	H302: Harmful if swallowed. H315: Causes skin irritation. H320: Causes eye irritation. H335: May cause respiratory irritation.
PRECAUTIONARY STATEMENT(S)			
PREVENTION		P264: Wash.....thoroughly after handling. P270: Do not eat, drink or smoke when using this product. P280: Wear protective gloves/protective clothing. P261: Avoid breathing dust/fume/gas/mist/vapors/spray.	

SAFETY DATA SHEET

RESPONSE	P271: Use only outdoors or in a well-ventilated area.
	<p>P301+P312: IF SWALLOWED: Call a POISON CENTER/doctor/....if you feel unwell.</p> <p>P330: Rinse Mouth.</p> <p>P302+P352: IF ON SKIN: Wash with plenty of water.</p> <p>P332+P313: If skin irritation occurs: Get medical advice/attention.</p> <p>P362+P364: Take off contaminated clothing and wash it before reuse.</p> <p>P305+P351+P338: IF IN EYES: Rinse cautiously with water for 15 - 20 minutes. Remove contact lenses, if present and easy to do. Continue rinsing.</p> <p>P337+P313: If eye irritation persists: Get medical advice/attention.</p> <p>P304+P340: Remove person to fresh air and keep comfortable for breathing.</p> <p>P312: Call a POISON CENTER/doctor/....if you feel unwell.</p>
STORAGE	<p>P402: Store in a dry place.</p> <p>P403+P233: Store in a well-ventilated place. Keep container tightly closed.</p> <p>P404: Store in a closed container.</p> <p>P405: Store locked up.</p>
OTHER HAZARDS	
NONE	

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS			
PERCENT BY WEIGHT	COMMON NAME (Ingredient / Component)	CAS NO.	IMPURITIES
43 - 47	Ammonium Calcium Nitrate Double Salt	15245-12-2	none
17 - 18	Ammonium Nitrate	6484-52-2	none
Balance	Water	7732-18-5	none

SECTION 4: FIRST AID MEASURES	
NECESSARY FIRST AID INSTRUCTIONS	
INHALATION FIRST AID	Remove affected person from area to fresh air. Give artificial respiration ONLY if breathing has stopped. Obtain medical attention if individual shows symptoms of exposure.
SKIN CONTACT FIRST AID	Immediately remove clothing from affected area and wash skin with flowing water and soap. Clothing must be washed before reuse. DO NOT instruct person to neutralize affected skin area. Obtain medical attention if irritation occurs.
EYE CONTACT FIRST AID	Immediately irrigate eyes with flowing water 15-20 minutes while holding eyes open. Contacts should be removed before or during flushing. DO NOT instruct person to neutralize. Obtain medical attention if irritation occurs.
INGESTION FIRST AID:	If victim is alert and not convulsing rinse mouth with water and give water to drink. Do not induce vomiting. If spontaneous vomiting occurs, have affected person lean forward with head down to maintain breathing passage. Obtain medical attention.
DESCRIPTION OF MOST IMPORTANT SYMPTOMS	
No Additional Information Available	
RECOMMENDATIONS FOR IMMEDIATE MEDICAL CARE	
Treat Symptomatically.	

SECTION 5: FIRE-FIGHTING MEASURES

SAFETY DATA SHEET

SUITABLE EXTINGUISHING MEDIA	Use an extinguishing media suitable for the surrounding fire.
UNSUITABLE EXTINGUISHING MEDIA	None
SPECIFIC HAZARDS	May support combustion at high temperature.
PERSONAL PROTECTIVE EQUIPMENT	In the event of fire, wear full protective clothing and NIOSH approved self-contained breathing apparatus with full face piece, operated in positive pressure mode.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES

PERSONAL PRECAUTIONS	Handle in accordance with good industrial hygiene and safety practices. These practices include avoiding unnecessary exposure and removal of material from eyes, skin, and clothing.
ENVIRONMENTAL PRECAUTIONS	DO NOT DUMP ON THE GROUND OR INTO ANY BODY OF WATER.
CONTAINMENT AND CLEAN-UP	Mop up and containerize for subsequent recycling or disposal. Triple rinse empty containers with water prior to reconditioning.
OTHER INFORMATION	All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

SECTION 7: HANDLING AND STORAGE

PRECAUTIONS FOR SAFE HANDLING	Wash thoroughly after handling, immediately remove and dispose of any spillage. Immediately rinse contaminated clothing thoroughly with water. Rinse containers with water only.
CONDITIONS FOR SAFE STORAGE	Store in dry place at ambient temperatures apart from combustible and other readily oxidizable materials, food, beverage, and excessive heat. Rinse empty containers with water only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS	Adequate general and mechanical exhaust ventilation.		
RESPIRATORY PROTECTION	None required under normal use conditions. If use conditions generate mists, wear a respirator with acid gas cartridges.		
SKIN PROTECTION	Wear protective gloves and other protective clothing as appropriate to prevent skin contact.		
EYE/FACE PROTECTION	Wear safety glasses with side shields. Wear chemical goggles if splashing is likely.		
EXPOSURE LIMITS/GUIDELINES	No occupational exposure limits have been established for this material.		
	RESULT	OSHA 8 HR mg/m ³	ACGIH TLV 8 HR mg/m ³
PARTICULATES NOT OTHERWISE REGULATED (PNOR)			
PARTICULATES NOT OTHERWISE CLASSIFIED (PNOC)			

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

COLOR	Clear, colorless to slightly turbid tan	MOLECULAR WEIGHT	NA
ODOR	None	ODOR THERSHOLD	None
pH VALUE	4 - 8	VAPOR PRESSURE	NA
MELTING POINT	NA	VAPOR DENSITY	Liquid
FREEZING POINT	≤ -10 F (-23 C)	RELATIVE DENSITY	1.48 – 1.52 @ 20 C
INITIAL BOILING POINT	220 F	SOLUBILITY	Complete

SAFETY DATA SHEET

FLASHPOINT	NA	PARTITION COEFFICIENT	NA
EVAPORATION RATE	NA	AUTO IGNITION TEMP.	None
FLAMMABILITY	NA	DECOMP. TEMP.	NA
UEL	NA	VISCOSITY	NA
LEL	NA		

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY	NA
CHEMICAL STABILITY	Stable
POSSIBILITY OF HAZARDOUS REACTIONS	This product is incompatible with organic materials, reducing agents, chlorine or hypochlorite products, and caustic products.
CONDITIONS TO AVOID	Avoid evaporation to dryness. If allowed to dry, product residue is incompatible with flammable organic materials, reducing agents, and chlorine or hypochlorite products. This product is incompatible with caustic materials.
HAZAROUS DECOMPOSITION PRODUCTS	Nitrogen oxides, ammonia

SECTION 11: TOXICOLOGICAL INFORMATION

INHALATION	ACUTE	Spray or mist may irritate respiratory tract.
	CHRONIC	There are no known chronic inhalation effects.
SKIN	ACUTE	May irritate the skin.
	CHRONIC	There are no known chronic dermal effects.
EYE	ACUTE	May irritate the eyes.
INGESTION	ACUTE	Ingestion of large amounts may cause violent gastroenteritis.
	CHRONIC	There are no known chronic ingestion effects.
LD50	>2000 mg/kg, oral (rat)	
LC50	Not applicable	
Acute Toxicity Estimate	>3900 mg/kg	
CARCINOGENICITY/MUTAGENICITY	There are no known carcinogenic or mutagenic properties	
REPRODUCTIVE EFFECTS	There are no known reproductive effects	
NEUROTOXICITY	There are no known neurotoxic effects	
OTHER EFFECTS	No other effects are known	
TARGET ORGANS	Target organs include skin and eyes	

SECTION 12: ECOLOGICAL INFORMATION

California Title 22 Acute Toxicity Screening Protocol:

Fish bioassay (96 hr):

Test concentration, ppm	Survival, %
0	100
250	95
750	100

The products of biodegradation are non-toxic. This product does not show any bioaccumulation phenomena.

SECTION 13: DISPOSAL CONSIDERATIONS

SPILL/LEAK PROCEDURES	Only properly protected personnel should remain in the spill area; dike and contain spill; absorb or scrape up excess into suitable container for disposal; wash area with water. Stop or reduce discharge if it can be done safely.
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SAFETY DATA SHEET

CLEANUP	Mop up and containerize for subsequent recycling or disposal. Triple rinse empty containers with water prior to reconditioning.
REGULATORY REQUIREMENTS	Generators of waste material are required to evaluate all waste for compliance with RCRA and any local disposal procedures and regulations. NOTE: State and local regulations may be more stringent than federal regulations.
DISPOSAL	Contains no hazardous substances as listed in 40 CFR 302. Material that cannot be used, or reprocessed for use, and empty containers should be disposed of in accordance with all applicable regulations. Product containers should be thoroughly emptied before disposal.

SECTION 14: TRANSPORT INFORMATION		
LAND – DOT	UN/NA IDENTIFICATION NUMBER:	Not Applicable to unused finished product
	UN-PROPER SHIPPING NAME:	Not Applicable to unused finished product
	TRANSPORT HAZARD CLASS:	Not Applicable to unused finished product
	PACKING GROUP:	Not Applicable to unused finished product
	MARINE POLLUTANT:	Not Applicable to unused finished product
	HAZARD CLASS:	Not Applicable to unused finished product
WATER – IMO/IMDG	UN/NA IDENTIFICATION NUMBER:	Not Applicable to unused finished product
	UN-PROPER SHIPPING NAME:	Not Applicable to unused finished product
	TRANSPORT HAZARD CLASS:	Not Applicable to unused finished product
	PACKING GROUP:	Not Applicable to unused finished product
	MARINE POLLUTANT:	Not Applicable to unused finished product
AIR – ICAO/IATA <i>For product quantities less than 0.5 Kg</i>	UN/NA IDENTIFICATION NUMBER:	Not Applicable to unused finished product
	UN-PROPER SHIPPING NAME:	Not Applicable to unused finished product
	TRANSPORT HAZARD CLASS:	Not Applicable to unused finished product
	PACKING GROUP:	Not Applicable to unused finished product
	MARINE POLLUTANT:	Not Applicable to unused finished product

SECTION 15: REGULATORY INFORMATION	
OSHA	Hazard Communication Standard: Not regulated.
OSHA	Process Safety Standard: No
CAA	Section 112r: No
CERCLA	Section 103: No RQ: None
SARA	Section 302: No; SARA Section 304: No; SARA Section 313: No
SARA HAZARD CATEGORIES 311/312	Not listed.
TSCA	The ingredients of this product are on the TSCA Inventory List.

SECTION 16: OTHER INFORMATION	
DISCLAIMER:	The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the user thereof. It is the buyer's responsibility to ensure that its activities comply with federal, state, provincial and local laws.
REVISION INDICATOR:	Revision 0: (This SDS replaces the former MSDS for this product pursuant to OSHA 1910.1200(g) Appendix D. The MSDS for this product should be considered obsolete).



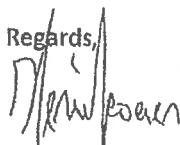
June 10, 2014

Ms. Jennifer R. Miller
Vice President & General Manager
Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

Dear Jennifer:

Yara North America, INC manufactures Bloxide products to Evoqua Water Technologies LLC specifications. These products are produced at facilities that comply with the ISO 9001, ISO 14001, and OHSAS 18001 guidelines.

Regards,



Henri Groenen
Vice President
Industrial Chemicals
Yara North America, Inc.



April 1, 2016

Louanne Ivy
Administrative Analyst
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
Ph: 925 875-2398
E-mail: ivy@dsrdsd.com

**RE: BID NO. 04-2016 FOR SUPPLY AND DELIVERY OF CALCIUM NITRATE
BAY AREA CHEMICAL CONSORTIUM (BACC)**

Dear Ms. Ivy:

Evoqua Water Technologies LLC hereby affirms that our third party haulers can and will deliver our supplied calcium nitrate to each and every participating BACC Agency.

Evoqua uses several qualified and trained third party haulers, but the hauler that is used primarily and most frequently to deliver to the BACC is:

John Perez and Sons Inc.
PO Box 1340
Walnut Grove, CA 95690

J. Perez has been satisfactorily delivering to the BACC agencies for many years now and Evoqua has no plans to change haulers for this contract.

Should you have any questions or require additional information, please feel free to contact me at (941) 359-7935 or via email thomas.hoying@evoqua.com

Sincerely,

Evoqua Water Technologies LLC

Tom Hoying
Business Process Specialist. – Municipal Services



THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

26-Jun-2014
Page 1 of 1

Report For: Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243
Attn: James Harshman

Sample Identification:

Bioxide SB TEM

Date Received: 19-Feb-2014
Laboratory Number: 365943, Revised

CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Units
SM 4500-NO ₃ B	Nitrogen, Nitrates (N)	10.74	%
	Nitrogen, Nitrates (N)	1.33	lbs/gal.
Calc	Nitrate (NO ₃)	47.5	%
	Nitrate Oxygen (NO ₃ -O)	4.57	lbs/gal.
EPA 6010	Iron (Fe)	144	ppm
NFSA 1980	pH Value	5.50	
AOAC 945.06	Specific Gravity @ 20 °C (68 °F)	1.4899	
	Turbidity	22	NTU

THORNTON LABORATORIES
Steve Fickett, III

Exhibit B:
Insurance Requirements
(Purchase of Bioxide)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than **\$1,000,000** per accident for bodily injury and property damage, including **MCS90** endorsement form.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Environmental Impairment/Contractors' Pollution Legal Liability** with limits no less than **\$1,000,000** per occurrence or claim, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed

by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as **primary** insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

- **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton 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 the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- **Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- **Special Risks or Circumstances**

The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- **Certificate holder address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- **Subcontractors**

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance

Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.