LIQUID SODIUM HYPOCHLORITE FOR WATER TREATMENT
SPECIFICATIONS

EAST BAY MUNICIPAL UTILITY DISTRICT

OAKLAND, CALIFORNIA

LIQUID SODIUM HYPOCHLORITE FOR WATER TREATMENT

Bids will be opened at 1:30 p.m., Wednesday, October 8, 2003, at 375 Eleventh Street, Oakland, California
PROPOSAL NO. 0409
LIQUID SODIUM HYPOCHLORITE FOR WATER TREATMENT

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SCOPE OF PROJECT

The scope of this project is to furnish and deliver liquid sodium hypochlorite in bulk, to specified sites throughout the District, as described in the proposal.
NOTICE TO CONTRACTORS

Sealed proposals for furnishing liquid sodium hypochlorite will be received at the Purchasing Division Office of the East Bay Municipal Utility District, 375 Eleventh Street, Oakland, California, until 1:30 p.m., Wednesday, October 8, 2003, and will at that hour be publicly opened and read in the Board Room, 2nd floor, of the District's Administration Center.

Proposal No. 0409 covering this material may be obtained by prospective bidders upon application at the Purchasing Division Office, 375 Eleventh Street, Oakland, California.

This proposal is available online at www.ebmud.com/business_opportunities/purchasing/bids/current.

LYNELLE M. LEWIS
Secretary of the District

Oakland, California
INSTRUCTIONS TO BIDDERS

Proposals shall be made in accordance with the provisions of Paragraphs 1, 2, and 3 of the General Requirements.

All forms requiring specific information should be removed and stapled together. Special attention should be given to completing Form P-25, "Employment Data and Certification"; and Form P-46, "Designation of Subcontractors." Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting a bid.

The supplement "Various Statistical Areas (Permanent, Full-Time Work Force)" is provided for the use of the bidder.

SMALL BUSINESS DISCOUNT: As permitted by California Public Contract Code Section 2002, the District has established a Small Business Discount Program which grants qualified small business enterprises (SBEs) a 5% bid discount when competing against non-small businesses for contracts $55,000 or less (excluding professional service and Purchase Card-paid contracts.) The District's new SBE Program also sets aside 25% of all contract award dollars $55,000 or less for competition among qualified small businesses only (excluding Purchase Card-paid contracts.)

No contract security is required under this proposal. However, each bidder agrees that the District reserves the legal right against the bidder for damages actually sustained by it for failure to execute the contract in accordance with this proposal, any reference to a bid bond in this proposal notwithstanding.

ALL MAILED PROPOSALS SHALL BE ADDRESSED AS FOLLOWS: "Proposal for Liquid Sodium Hypochlorite for Water Treatment, Proposal No. 0409, Paul R. Ghere, Manager of Purchasing, East Bay Municipal Utility District, P.O. Box 24055, Oakland, California 94623." It shall also have stated thereon the bidder's name and address.

HAND DELIVERED, COURIER OR PACKAGED DELIVERY SERVICE SHALL BE ADDRESSED AS ABOVE AND PRESENTED TO: Purchasing Division, 375 Eleventh Street, First Floor, Oakland, California 94607.

Bids submitted via electronic transmissions will not be accepted. Electronic transmissions includes faxed bids and bids sent by electronic mail ("e-mail"). Watermarked proposal copies obtained via the Internet will not be accepted.

After the opening, bids will be available for inspection at the Purchasing Division Office, 375 Eleventh Street, First Floor, Oakland, California, until 4:00 p.m. on the day of bid opening.

BID PROTESTS: Bid protests must be in writing and must be received no later than 7 working days after the bid opening or proposal due date. The District may dismiss the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only, and must be filed in accordance with District Procedure 8.03 on Bid Protests. Procedure 8.03 may be obtained by contacting the District representative listed in this proposal section under the title, “Bidder/Contractor Communications with the District – Commercial Terms and Conditions of Bid Process.”

All bid protests must contain a detailed and complete written statement describing the reason(s) for protest and include the name, telephone number, and address of a protestor or the person representing the protestor. Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, CA 94623. E-mailed or faxed protests will not be accepted. The District may transmit copies of the protest and any attached documentation to all other interested parties who may be affected by the outcome of the protest. Further information concerning bid protests is contained in District Procedure 8.03.
1.1 THE REQUIREMENT

Under this proposal, the Contractor must furnish liquid sodium hypochlorite f.o.b. destination in accordance with the most recent revision of the American Water Works Association’s Standard B300 for hypochlorite, except as modified or supplemented herein.

1.2 DELIVERY REQUIREMENTS

Contractor must be capable of making deliveries within three (3) working days after receipt of order. In an emergency, the Contractor may be required to deliver within 24 hours.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies which would most commonly be expected to occur. The District reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The tanks or trailers shall be clean and free of residue from previous loads which might contaminate the Contractor product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be clean and free from contaminating material. All material used in the manufacturing and delivery will be chemically compatible with sodium hypochlorite. The District may reject a load if the equipment is not properly clean. The Contractor shall furnish a District-approved, leak-free connection device between his pumper and the District’s intake receptacle. The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Plant Operator. The Contractor shall take immediate and appropriate actions to cleanup any spilled liquid sodium hypochlorite, and shall, at no charge to the District, haul away and lawfully dispose of spilled waste material. District property shall not be used for such disposal. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill, and the cost for such service will be charged to the Contractor and deducted from amounts due to the Contractor. Contractor shall supply a certificate of cleanliness with each delivery to document the tanker was properly cleaned before it was filled.

1.3 DELIVERY LOCATIONS

Delivery shall be made to:

A. Six (6) 6,000-gallon tanks, Orinda Water Treatment Plant, 190 Camino Pablo, Orinda, CA;

B. Two (2) 5,000-gallon tanks, San Pablo Water Treatment Plant, 300 Berkeley Park Blvd., Kensington, CA;

C. Two (2) 10,000-gallon tanks, Upper San Leandro Water Treatment Plant, 7700 Greenly Avenue, Oakland, CA;

D. Two (2) 10,000-gallon tanks, Sobrante Water Treatment Plant, 5500 Amend Road, El Sobrante, CA;
E. Two (2) 12,000-gallon tanks, Pardee Water Treatment, 3535 Pardee Dam Road, Valley Springs, CA;

F. Four (4) 5,000-gallon tanks, Bixler Water Treatment, Orwood Road at Bixler Road, Bixler, CA;

G. Two (2) 12,000-gallon tanks, Walnut Creek Treatment Plant, 2201 Larkey Lane, Walnut Creek, CA. New tanks available in mid-October;

H. Two (2) 4,000-gallon tanks, Lafayette Water Treatment Plant, 3848 Mt. Diablo Boulevard, Lafayette, CA.

1.4 SAMPLING AND TESTING

Sampling and testing shall be in accordance with EPA and AWWA B300-92 standards and in accordance with the document titled "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, Sodium Carbonate, and Sodium Chlorate in Liquid Bleach" distributed by Powell Fabrication and Manufacturing, Inc.

At the sole option of the District, the Contractor’s delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the District will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the District. The sample shall be considered representative of the lot.

The District reserved the right to subject samples of the hypochlorite to analysis to ensure that it meets these specifications. If the hypochlorite does not meet specifications, the District has the option of requiring the Contractor to remove and replace any and all rejected hypochlorite immediately upon notification. No payment shall be made for hypochlorite that is rejected.

Any lot tested by the District that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeated failures by Contractor to comply with the specifications shall constitute grounds for termination of the contract by the District for cause.

1.5 SPECIFICATION OF MATERIAL

Hypochlorite supplied under this contract shall be tested and certified as meeting these specification and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals – Health Effects. It is the responsibility of the Contractor to inform the District that NSF certification has been revoked or lapsed within 24 hours of the time the Contractor received verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract for cause.

Hypochlorite delivered under this contract shall have a minimum of 12.0 percent and a maximum of 16 weight percent NaOCl.

Hypochlorite delivered under this contract shall have a minimum of 1.19 and a maximum of 1.26 specific gravity at 20 degrees C.

Hypochlorite delivered under this contract shall have a maximum of 0.86 weight percent of NaOH.

Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

- Iron < 2.0 mg/L
- Copper < 0.2 mg/L
- Bromate < 24 mg/L
Mercury < 0.05 mg/L  
Nickel < 0.1 mg/L  
Cobalt < 0.1 mg/L  
Chlorate < 2,500 mg/L  

Hypochlorite supplied under this contract shall be free of visible sediment.

Hypochlorite delivered under this contract shall be no older than three (3) days at the time of delivery.

1000 ml of the hypochlorite supplied under this contract shall pass through a 0.8 micron filter (Millipore, type AA) under vacuum (25 inches Hg) within five minutes. Water Treatment operators will perform this test routinely prior to accepting any delivery.

Hypochlorite supplied under this contract shall not cause excessive scaling of feed lines when combined with carriage water. Excessive scaling is defined as “any plugging of, or precipitation in, the hypochlorite solution lines that causes disruption of flow or an increase in back pressure.”

1.6 ANALYSIS REPORT

An analysis report shall be submitted for each sodium hypochlorite delivery to the District. This analysis shall include the date of manufacture of the load delivered and shall contain the following data:

Percent by Weight and Pounds Per Gallon:

Active Chlorine  
Excess NaOH  
Excess NaCO3

No deliveries will be accepted by the District unless accompanied by said analysis report for the specific batch or lot of chemical delivered.

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

* * * * * *
2.1 THE REQUIREMENT

Under this proposal, it is required that liquid sodium hypochlorite be furnished and delivered as specified, f.o.b. the various sites throughout the District, all in accordance with these specifications.

2.2 COMPARISON OF BIDS

Bids will be compared and an award made to the responsive/responsible bidder offering the lowest total cost to the District including any payment discounts offered.

**NOTE:** BIDDING RESULTS ARE NOT FINAL UNTIL APPROVED BY THE DISTRICT BOARD OF DIRECTORS. BIDS SHALL BE FIRM FOR 90 DAYS. DO NOT RELEASE YOUR SUPPLIER FROM HIS COMMITMENT TO YOU UNTIL THE AWARDS HAVE BEEN OFFICIALLY MADE BY THE BOARD. THE APPARENT LOW BIDDER MAY NOT ALWAYS RECEIVE THE CONTRACT.

2.3 TERM OF CONTRACT AND PRICING

This contract for sodium hypochlorite shall be for a three-year period beginning November 1, 2003, and ending October 31, 2006, with the option to extend for two (2) additional one (1) year periods. Pricing shall be firm for the three-year term, except as provided in Section 2.18.

2.4 QUANTITIES

As this is a requirements contract, the quantities specified on the Bidding Sheets are approximate only and may be increased or decreased in any amount to conform to the District’s needs. The District reserves the right to weigh all chemicals received.

2.5 DEVIATIONS/EXCEPTIONS

TAKING EXCEPTION TO THE PROPOSAL OR FAILURE ON THE PART OF THE BIDDER TO COMPLY WITH ALL REQUIREMENTS AND CONDITIONS OF THIS PROPOSAL MAY SUBJECT THE BID TO REJECTION. IF NO DEVIATIONS ARE SHOWN, THE BIDDER WILL BE REQUIRED TO FURNISH THE MATERIAL EXACTLY AS SPECIFIED HEREIN. THE BURDEN OF PROOF OF COMPLIANCE WITH THE SPECIFICATIONS WILL BE THE RESPONSIBILITY OF THE BIDDER.

2.6 LITERATURE AND QUESTIONNAIRE

The bidder shall submit a "Material Safety Data Sheet" for each product WITH THE BID. It is further required that any changes, additions, or deletions to the Material Safety Data Sheet be transmitted to the District as soon as they are made available. Failure to comply with this requirement may result in the cancellation of the contract.

2.7 CERTIFICATION OF PURITY

The bidder shall submit WITH THE BID a complete chemical analysis of the material being offered under "Specifications" of this proposal. The analysis shall be performed by a laboratory certified to perform such analyses. The analysis shall include those specific contaminants listed in the specifications. Impurity limitations imposed by reference to AWWA Specifications apply unless specifically superseded under PURITY REQUIREMENTS of the specifications. **FAILURE TO SUBMIT CHEMICAL ANALYSES WITH THE BID MAY RESULT IN THE BID BEING DEEMED NONRESPONSIVE.**
2.8 HAZARDOUS MATERIALS REQUIREMENTS

Contractor shall be responsible for ensuring compliance with all Federal, State and local environmental health and safety regulations concerning the transport, delivery, transfer and cleanup of hazardous materials while performing under this contract.

Contractor shall provide a copy of Contractor's “Spill Response Plan” within 15 days after receipt of Notice of Award, including the name and phone number of the contact person. Failure to provide this plan may cause the award to be rescinded.

2.9 DELIVERY BY TANK TRUCK OR TRAILER

The Contractor shall observe the entire filling operation at each delivery site and shall be responsible for minimizing and cleaning up any spillage due to such operation. Any spillage shall be reported immediately to the on-duty Shift Supervisor. If the District has to hire a Contractor to cleanup the spill, all costs for clean-up will be the Contractor’s responsibility. No leakage to atmosphere or environment will be permitted. No waste material shall be disposed of in District receptacles.

In case of an emergency situation, the Contractor may be required to split deliveries or deliver part of the load to one plant and the remainder to another plant.

2.10 PAYMENT AND INVOICING

One hundred percent (100%) of the contract price for the material in each shipment will be paid to the Contractor within thirty (30) days following delivery to the specified point and after proper invoicing and acceptance by the District, unless specific payment discount terms are offered on the Bidding Sheet. The Bill of Lading or delivery receipt shall record the number of gallons of solution delivered. This same quantity shall appear on the invoice therefor.

2.11 DELIVERY DESTINATIONS

All items shall be delivered f.o.b. destination to locations specified in Section 1.3. Deliveries shall be made as required herein or as indicated at the time of order. Normal delivery hours are between 8:00 a.m. and 4:00 p.m., unless otherwise indicated.

2.12 SPECIFICATION CHANGE DURING THE TERM OF THIS AGREEMENT

Not later than twelve months following the effective date of this Agreement and at no additional cost to the District, Contractor shall furnish sodium hypocholorite hereunder according to the specification in Section 2 of this Agreement. Contractor acknowledges that as a condition of award of this Agreement that Contractor has committed to furnishing sodium hypocholorite during years 2 through 5 of this Agreement term in accordance with the specification in Section 1 of this Agreement.

2.13 FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor's product does not meet the specification requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.
2.14 PLANT SECURITY PROCEDURES

These instructions cover Bulk Chemical Truck Drivers entering or leaving all EBMUD Water Treatment Plants on working days Monday through Friday during normal work hours 7:00 a.m. to 4:00 p.m. All entries shall be via the plants’ guarded entry gates.

Also covered are after-hour deliveries for all Water Treatment Plants.

A. Authorization for Clearance of Delivery Vehicles

The Division or Department Manager, a Section Superintendent, Supervisor, or a Water Treatment Plant Operator responsible for the shift duties shall authorize clearance of delivery vehicles. The chemical supplier is responsible for sending pertinent information so that drivers will have prior authorization and clearance for security officers to allow entry into Water Treatment Plants.

B. Prior to Chemical Delivery

Prior to chemical delivery, chemical suppliers will provide identification to each treatment plant containing a picture, name and drivers’ license number of each driver delivering to the District. If there is a new driver, the identification will be faxed to the plant prior to the chemical truck leaving the chemical plant.

This following information will be given to security officers at each plant where applicable; this information will then be relayed to the plant operations staff:

- A Bill of Lading
- A Certificate of Analysis
- A Truck Scale Weight

The chemical vendor will call the treatment plant prior to the delivery truck leaving the chemical plant. The driver’s name, license plate number and expected time of arrival will be communicated to the plant staff at least four (4) hours before arrival.

Following delivery instructions will be an integral part of the vendor’s performance prior to any deliveries at EBMUD.

C. Site Access

1. Security Officer will:
   • Permit only authorized vehicles and persons to enter.
   • Demand identification and cross check with the supplied list of authorized drivers.
   • Check the trailer license plant against information provided by the vendor.
   • Maintain a log listing vehicle driver identification, purpose and times of entry and exit.

   If all the paperwork matches, the security officer will give the delivery driver access to the plant for offloading.

2. Water Treatment Operator will:

   Take a grab sample of the chemical from the lowest point available on the trailer and have it analyzed for:
   • PH
   • Specific gravity
   • Appearance
The operator will then check this information against the company's certificate of analysis. If everything matches, the load can be accepted. A second sample will be taken half way through the offloading process and analyzed. If everything matches, the offloading can continue.

D. After-Hours Chemical Deliveries

Entry to the Water Treatment Plants for chemical deliveries before or after normal business hours (7:00 a.m. – 4:00 p.m.) is prohibited.

Operators receiving calls from drivers on route after normal business hours are authorized to refuse deliveries until normal business hours.

E. Rejection of Material

Delivery is to be rejected if any of the documents described above in this article are not available.

F. East Bay Municipal Utility District Contacts:

<table>
<thead>
<tr>
<th>Water Treatment Plant (WTP)</th>
<th>Telephone Numbers</th>
<th>FAX Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orinda WTP</td>
<td>(510) 287-1963</td>
<td>(925) 254-8357</td>
</tr>
<tr>
<td>Sobrante WTP</td>
<td>(510) 287-0377</td>
<td>(510) 287-0378</td>
</tr>
<tr>
<td>Upper San Leandro (USL) WTP</td>
<td>(510) 569-0616</td>
<td>(510) 287-1813</td>
</tr>
<tr>
<td>Walnut Creek WTP</td>
<td>(510) 287-1033</td>
<td>(510) 287-1816</td>
</tr>
<tr>
<td>Lafayette WTP</td>
<td>(925) 284-1649</td>
<td>(510) 287-1814</td>
</tr>
<tr>
<td>San Pablo WTP</td>
<td>(510) 287-1819</td>
<td>(510) 287-1756</td>
</tr>
</tbody>
</table>

2.15 COMPLIANCE WITH LAWS AND LABELING

The Contractor shall supply appropriate container labels as required by CAL-OSHA Regulations including Section 5194 when requested by the District.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations, and shall possess all valid state licenses for the work under this Proposal. By submitting a bid pursuant to this Proposal, Contractor represents and warrants that Contractor complies with all applicable laws and possesses all valid licenses for the work under this Proposal.

2.16 INDEMNIFICATION AND INSURANCE

The Contractor expressly agrees to indemnify, defend and hold the District, its Directors, officers, and employees free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages including attorneys' fees, arising out of Contractor's operation or performance under this agreement.

a. Insurance Requirements

The Contractor shall take out and maintain during the life of the agreement all the insurance required in this section and shall submit certificates to the District. The notice to proceed shall not be issued, and the Contractor shall not commence work until such insurance has been approved by the District. The certificates shall be on forms provided by the District. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The District reserves the right to require the Contractor to provide insurance policies for review by the District.
b. Workers’ Compensation Insurance

Contractor shall take out and maintain during the life of the agreement Workers’ Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers’ Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. The Contractor shall require any subcontractor to provide evidence of Workers’ Compensation Insurance.

c. Public Liability Insurance

The Contractor shall take out and maintain during the life of the agreement automobile and general liability insurance that provides protection from claims which may arise from operations or performance under this agreement. A self-insured retention may be acceptable upon review and approval of the Contractor’s financial status, by the District. The Contractor shall require any subcontractor to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

$1,000,000/Occurrence, Bodily Injury, Property Damage – Automobile
$1,000,000/Occurrence, Bodily Injury, Property Damage – General Liability

The following coverages or endorsements are included in the policy:

(1) The District, its Directors, offices, and employees are additional insureds in the policy as to the work being performed under the agreement.

(2) The coverage is primary to any other insurance carried by the District.

(3) The policy covers contractual liability for the assumption of liability of others.

(4) The policy is written on an occurrence basis.

(5) The policy covers broad form property damage liability.

(6) The policy covers explosion, collapse, and underground hazards.

(7) The policy covers use of non-owned automobiles.

(8) The policy shall not be canceled nor materially altered unless 30 days’ written notice is given to the District.

2.17 TAXABILITY

Sales or use taxes are not applicable to this material.

2.18 PRICE ADJUSTMENT FOR SODIUM HYPOCHLORITE

On or about the fifteenth calendar day of the fifth month following this Agreement’s effective date, and every six months thereafter (“Calibration Date”) for the term of this Agreement. The parties will establish new pricing for the sodium hypochlorite provided under this proposal based on the percent change in the United States Bureau of Labor Statistics Producer Price Index for Caustic Soda and Chlorine (Preliminary Data). The parties shall use the following formula in determining any change in pricing under the contract.
A. Determine Point Change in Raw Material (Chlorine and Caustic Soda) Indices

(BLS Series ID PCU2812#1)
(BLS Series ID PCU2812#3)
Example:
1. Chlorine index for the first Calibration Date 146.3 (April 2003)
2. Less Index on Effective Date of Contract 70.2 (June 2002)
3. Equals point change 76.1
4. Caustic Soda index for the first Calibration Date 123.7 (April 2003)
5. Less Caustic Soda index on Effective Date of Contract 108.6 (June 2002)
6. Equals point change Caustic Soda 15.1

B. Determine Percent Change in Indices

1. Index point change chlorine 76.1
2. Divided by Index on Effective Date of Contract 70.2
3. Equals 1.084
4. Result multiplied by 100 1.084 x 100
5. Equals percent change chlorine 108.4
6. Index point change Caustic Soda 15.1
7. Divided by Caustic Index on Effective Date of Contract 108.6
8. Equals .139
9. Result multiplied by 100 .139 x 100
10. Equals percent change Caustic Soda 13.9

C. Apply PPI percent change to “Raw Material” component (72%) of contract price (29.76% chlorine, 70.24% caustic)

2. Raw material component of current contract price .417/gal.
3. Chlorine component of current contract price .172/gal.
5. Fixed component of current contract price .162

D. Determine price change in “Raw Materials” components

1. Current chlorine component of current contract price multiplied by percent index change in chlorine (.172 x 108.4%) .1864
2. Current caustic component of current contract price multiplied by percent index change in caustic (.407 x 13.9%) .057
3. Current chlorine component of current contract price plus change in chlorine component based on Index (.172 + .1864) = Proposed chlorine component of contract price .3584
4. Current caustic component of current contract price plus change in caustic component based on Index (.407+.057) = Proposed chlorine component of contract price .464

E. Determine Proposed Contract Price

1. Fixed component of contract price .162
2. Proposed raw material component (.464 + .3584) .8224
3. Proposed contract price (.8224 + .162) .9844/gal.

F. Change in Contract Price (.9844 - .579) + .4054/gal.
The proposed contract price as determined above shall become effective for all shipments made on and after the first calendar day of the month following the previous Calibration Date until the last calendar day of the month of the succeeding Calibration Date.

2.19 BIDDER/CONTRACTOR COMMUNICATIONS WITH THE DISTRICT

All communications regarding this proposal should be directed to the individual named herein for the specific topics:

East Bay Municipal Utility District  
P. O. BOX 24055  
Oakland, California 94623

TECHNICAL SPECIFICATIONS  
Attn: James F. Smith, Superintendent of Water Treatment  
(510) 287-1967

CONTRACT EQUITY PROGRAM:  
Attn: Contract Equity Office  
(510) 287-0114

COMMERCIAL TERMS AND CONDITIONS OF BID PROCESS:  
Attn: Kathy Morris, Purchasing Contract Supervisor  
(510) 287-0355 FAX (510) 287-0688

AFTER AWARD OF CONTRACT:  
Attn: James F. Smith, Superintendent of Water Treatment  
(510) 287-1967

* * * * *
PROPOSAL NO. 0409

LIQUID SODIUM HYPOCHLORITE FOR WATER TREATMENT

BIDDING SHEET

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Annual Quantity</th>
<th>Description</th>
<th>Unit Price Per Gallon Solution</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2 million gal.</td>
<td>Liquid sodium hypochlorite delivered f.o.b. water treatment plants as described herein</td>
<td>$___</td>
<td>$__________</td>
</tr>
</tbody>
</table>

All bids must remain firm for 90 days after bid due date.

Enter any premium charge on a per-gallon-solution basis for delivery after normal delivery hours and/or weekends and holidays: $______________________________.

Payment Term Discount ____________________________________________________________

Any discount or discounts offered by the bidder must allow for payment after receipt and acceptance of the material or correct invoice, whichever is the later. Payment terms less than 20 days will not be accepted.

The price quoted shall include all taxes (except sales and use taxes), licenses, fees or any other costs associated with delivering the product to the District sites.

The prices quoted shall not include the California State Sales or Use Tax; said tax, whenever applicable, will be paid by the District to the Contractor, if licensed to collect same, or otherwise directly to the State.

Bidder’s Federal E. I. Number ________________________________

(Employer’s Identification)

Contact person for contract execution:

Name of Company: ____________________________________________

Name: __________________________________ Title: ___________________

Mailing Address: _____________________________________________

City, State, Zip Code: _______________________________________

Phone No.: __________________ Fax No.: _______________________

E-mail Address: _____________________________________________

May we contact you through E-mail? ☐ Yes ☐ No

This proposal is available online at www.ebmud.com/business_opportunities/purchasing/bids/current.