



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 7/12/2011

Report Type: Consent

Title: Contracts: Purchase of Liquid Aluminum Sulfate & Quicklime for Drinking Water Treatment Plants

Report ID: 2011-00519

Location: Citywide

Recommendation: Adopt a Resolution: 1) awarding a one-year contract with four one-year renewal options, for the purchase of liquid aluminum sulfate (alum), to Thatcher Company of California, in a total amount not to exceed \$12,099,299 for the maximum five-year contract term; 2) awarding a one-year contract with four one-year renewal options, for the purchase of quicklime, to Graymont Western US, Inc., in a total amount not to exceed \$1,921,630 for the maximum five-year contract term; and 3) authorizing the City Manager or the City Manager's designee to execute the renewal options specified above, provided sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Contact: Dave Phillips, Water & Sewer Superintendent, (916) 808-5652; Mary Krizanosky, Supervising Plant Operator, (916) 808-1311, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Plant Svcs Administration

Dept ID: 14001211

Attachments:

- 1-Description/Analysis
- 2 - Background
- 3 - Location Map
- 4 - Resolution
- 5 - Unexecuted Contract Cover
- 6 - Bid Packet
- 7 - Graymont Contract
- 8 - Thatcher Contract
- 9 - Attachment 1 - Bid Results

City Attorney Review

Approved as to Form
Joe Robinson
7/5/2011 4:17:57 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
6/28/2011 1:21:50 PM

Approvals/Acknowledgements

Department Director or Designee: Marty Hanneman - 6/30/2011 1:51:25 PM

Assistant City Manager: John Dangberg - 7/5/2011 8:58:58 AM



Description/Analysis

Issue:The Department of Utilities has an ongoing need for the purchase of liquid aluminum sulfate (alum) and quicklime for the treatment process and production of drinking water. The Department recommends that contracts be awarded to two suppliers based on the results of Invitation for Bid (IFB) No. B113351024.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 governing the purchase of supplies.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves the purchasing of chemicals for the production of drinking water. The proposal is not a “project” subject to CEQA review, in accordance with Section 15378(b)(2) of the CEQA guidelines (continuing purchases of supplies).

Sustainability: The chemicals used to treat surface water such as Alum and Quicklime are in abundant supply but should not be considered a sustainable resource.

Commission/Committee Action: NA

Rationale for Recommendation: In mid-May the Department issued Invitation for Bid (IFB) No. B113351024 for the purchase of alum and quicklime. Three responses were received. Thatcher Company of California was the lowest responsive and responsible bidder for alum. Graymont Western US, Inc. was the lowest responsive and responsible bidder for quick lime. The bid results are provided in Attachment 1.

Financial Considerations:

This report recommends awarding a one-year contract with four, one-year renewal options to Thatcher Company of California for the purchase of alum, and to Graymont Western US, Inc. for the purchase of quicklime. The estimated annual amounts for Years 2 through 5 and the estimated total Contract amounts are indicated as follows:

	<i>Vendor</i>	Year 1 2011/2012 (Actual)	Year 2 2012/2013 (Estimated)	Year 3 2013/2014 (Estimated)	Year 4 2014/2015 (Estimated)	Year 5 2015/2016 (Estimated)	Total Contract Amounts (Estimated)
Alum	Thatcher Company of California	\$1,794,500	\$2,063,675	\$2,373,322	\$2,729,210	\$3,138,592	\$12,099,299
Quicklime	Graymont Western US, Inc.	\$285,000	\$327,750	\$376,913	\$433,500	\$498,467	\$1,921,630
	Yearly Totals	\$2,079,500	\$2,391,425	\$2,750,235	\$3,162,710	\$3,637,059	\$14,020,929

The potential maximum five-year term of these contracts will begin in FY2011/2012 and conclude in FY2015/2016.

Pricing is fixed for the first year of the contracts. Pricing in years 2 through 5 will be at the original bid price plus any price adjustment that may be agreed to between the City and the vendor to account for changes in costs that affect the vendor's price, such as costs for fuel, raw materials, and additional plant needs. The above cost estimates for years 2 through 5 assume an annual price increase of 15%, although this could vary depending on market conditions in future years. Sufficient funds are available in the Department of Utilities, Plant Services, FY2011/2012 operating budget (Water Fund 6005) to purchase these chemicals for the first year.

This report requests authorization for the City Manager or the City Manager's designee to approve annual renewals of the contracts within the estimated contract amounts set forth for years 2 through 5 in the table above, subject to funding availability in the adopted budgets of the applicable fiscal year. Any renewal exceeding these estimated amounts would require City Council approval.

Emerging Small Business Development (ESBD): Neither Thatcher Company of California nor Graymont Western US, Inc. is certified as an emerging/small business firm.

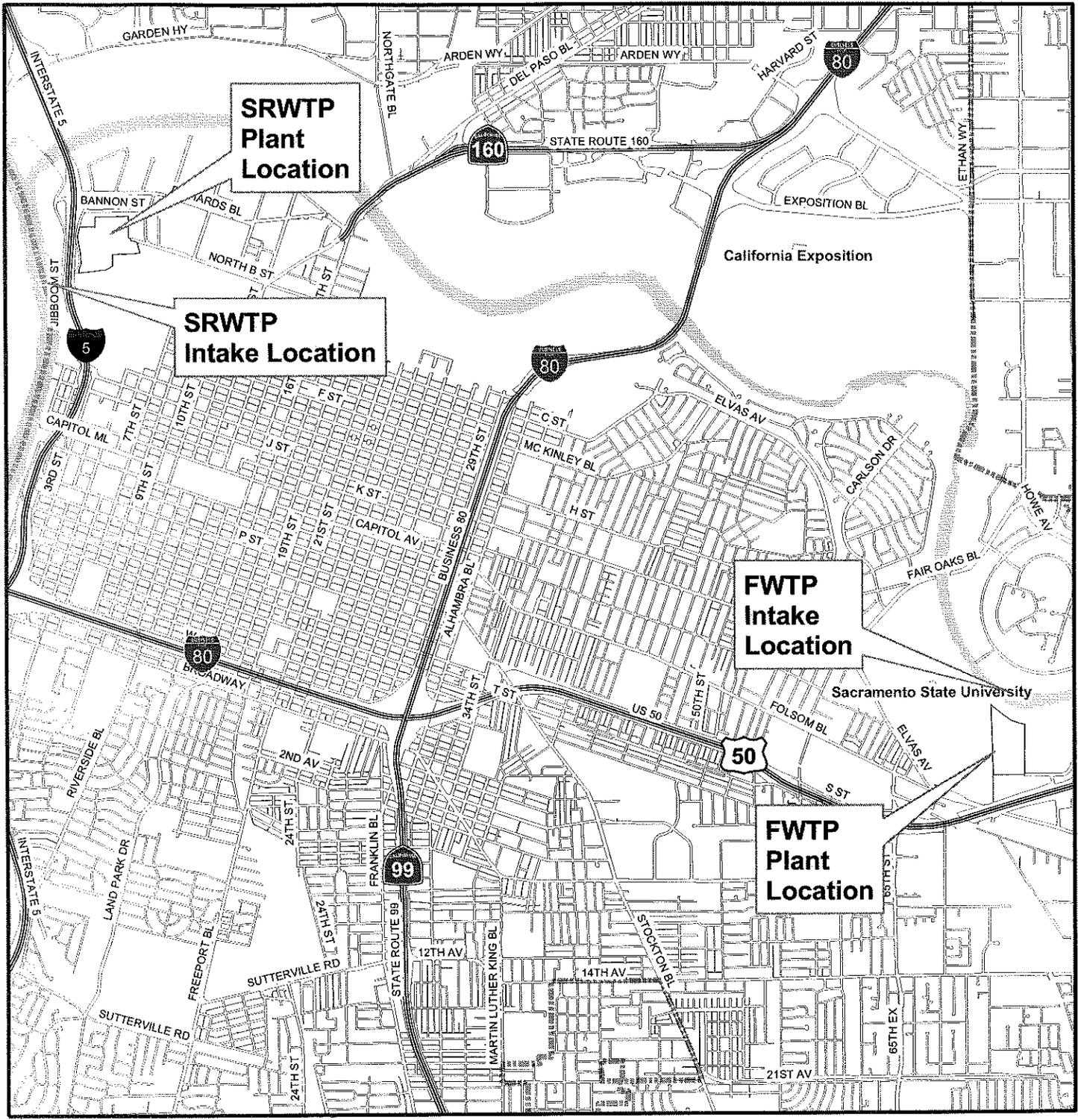


Background

The Department of Utilities, Plant Services Division, operates two Drinking Water Treatment Plants, the Sacramento River Water Treatment Plant (SRWTP) and EA Fairbairn Water Treatment Plant (FWTP). The Water Treatment Plants produce over 30 trillion gallons of treated water annually from the Sacramento and American Rivers. The treated water is utilized by the City of Sacramento and other local water agencies for industrial, commercial, residential, and fire protection uses. Liquid aluminum sulfate (alum) and quicklime are essential chemicals utilized in the water treatment process. This report recommends awarding contracts for the ongoing purchase of alum and quicklime needed for the water treatment process.



SRWTP, 1 Water Street
FWTP, 7501 College Town Drive





RESOLUTION NO. 2011-XXXX

Adopted by the Sacramento City Council

July 12, 2011

AWARD CONTRACTS FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE (ALUM) AND QUICKLIME

BACKGROUND

- A. The Department of Utilities has an ongoing need to purchase liquid aluminum sulfate (alum) and quicklime for the production of drinking water.
- B. The Department issued Invitation for Bid (IFB) No. B113351024 for the purchase of alum and quicklime in May 2011. Three responses were received. Thatcher Company of California was the lowest responsive and responsible bidder for alum. Graymont Western US, Inc. was the lowest responsive and responsible bidder for quick lime.
- C. Sufficient Water funds (Fund 6005) are available in the Department of Utilities FY2011/2012 operating budget for the initial contract period, through June 30, 2012, for the purchase of alum and quicklime, in the amount not to exceed \$2,079,500.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. A one-year contract with four, one-year renewal options, for the purchase of liquid aluminum sulfate (alum), is awarded to Thatcher Company of California, in a total amount not to exceed \$12,099,299 for the maximum five-year contract term.
- Section 2. A one-year contract with four, one-year renewal options, for the purchase of quicklime, is awarded to Graymont Western US, Inc., in a total amount not to exceed \$1,921,630 for the maximum five-year contract term.
- Section 3. The City Manager or the City Manager's designee is authorized to approve and execute annual renewal options specified above, provided sufficient funds are available in the budget adopted for the applicable fiscal year(s). Any renewal exceeding the estimated total not to exceed amounts will require City Council approval.



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication



CITY OF SACRAMENTO

WATER PRODUCTION DIVISION

Bid Number: B113351024

INVITATION FOR BID And Contract Specifications

FOR: Liquid Aluminum Sulfate (Alum) and Quicklime

Bids Must Be Received Prior To 2:00 P.M. on May 27, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference: N/A
Mandatory: Yes
 No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

**Bid No.B113351024
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "NO BID" RESPONSE FORM

**NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to the Procurement Services office at (916) 808-5747**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.

We are not interested in doing business with the City of Sacramento, because _____

 Other reasons/comments: _____

 Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): ***(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).***

(Business Name)

Date: _____

(Street Address/P.O. Box)

Phone: _____

(City, State, Zip)

Contact: _____

(E-mail address)

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, May 27, 2011. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ____ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: [] Required [X] Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

Technical Questions
Utilities Department
Attention: Mary Krizanosky
Email: mkrizanosky@cityofsacramento.org
Phone: (916) 808-1311

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

- 15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
 - a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the

contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

- 16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
- 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
- 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
- 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
- 20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
- 21. **Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. Submission of Bids. The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

23. Bid Protest. Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at <http://www.qcode.us/codes/sacramento/>

24. City of Sacramento Boycott of Arizona-Headquartered-Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify:

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages- Reasonable attorney's fees and costs

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th St., Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of

CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an

authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
- A. Post-Award Amendments.
 - B. Pricing Schedule(s), as corrected by City, if applicable.
 - C. Pre-Award Addenda
 - D. Special Provisions.
 - E. Bid Instructions and Requirements
 - F. General Conditions
 - G. Technical Specifications and/or Plans
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act

and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
 - A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.
26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's

personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

CONTRACT PERIOD

Any contract(s) resulting from this bid shall be effective from July 1, 2011 or date of award, whichever is later, through June 30, 2012.

CONTRACT EXTENSION

Any resultant contract may be extended on a year to year basis under the same terms and conditions. However, in no case shall the renewal extend beyond 5 years from the date of award of the original contract.

QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment.

F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

PRICING

The prices quoted to the City shall be as low or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

CONTRACT REPRESENTATIVE

During performance of the contract, the City will be represented by Mary Krizanoskly, Plant Supervisor, Telephone (916) 808-1311.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
3. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the proposal.

SECURITY

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license whenever challenged by City of Sacramento during the delivery. In addition, Contractor shall supply the City of Sacramento a CD-ROM (CD) with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. The City of Sacramento shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to

show proper license or failure of driver to be listed on the CD provided to the City of Sacramento may result in rejection of delivery and could result in termination of the Contractor's supply agreement.

COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid. The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SP P.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SP_P.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS (ALUM)

REQUIREMENT

The liquid aluminum sulfate (alum) to be furnished shall be in accordance with these specifications.

DELIVERY

Deliveries shall be made within three (3) working days after receipt of order at any time during the contract period. Delivery shall be made in 3,000 gallon or larger tank trucks or trailers. Deliveries shall be made between 8:00 a.m. and 2:00 p.m., Monday through Friday; during which time the City will provide personnel to unload the alum from the tank truck to receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. The contractor shall observe the transfer filling operation at each filter plant and shall be responsible for minimizing any spillage due to such operation. It may be required that the alum be delivered to either or both of the following destinations:

City of Sacramento
 E.A. Fairbairn Water Treatment Plant
 7501 College Town Drive
 Sacramento, CA 95826

OR

City of Sacramento
 Sacramento River Water Treatment Plant
 1 Water Street
 Sacramento, CA 95814

PAYMENT

Payment will be made on the liquid basis of 8% Al₂O₃. The contractor shall forward with each shipment a certification of the total Alumina contained in each shipment.

QUALITY

The liquid aluminum sulfate shall be in accordance with AWWA Standard B403 latest revision. The liquid alum shall contain water-soluble aluminum of not less than 4.23% as Al or 8.0% as Al₂O₃, or greater than 4.40% as Al or 8.33% as Al₂O₃. Also, this material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Chemicals - Health Effects.

The alum supplied under this bid shall be alum with no (zero percent) free acid and with free Alumina not to exceed 1.0% and shall contain no soluble mineral or organic substances capable of producing deleterious or injurious effects upon water quality or public health. Suspended matter in the liquid alum shall be less than 0.2%. The alum supplied must be clear and shall be free from contaminating substances which could interfere with normal operation of City facilities by causing clogging or blockage of feed lines, valves, strainers, pumps, etc.

MSDS, ANALYSIS DATA AND CERTIFICATION

Bidders shall supply the Material Safety Data Sheet, an analysis of the aluminum sulfate, and the manufacturer's specification sheet at the time of the bid together with the location of the manufacturer's plant site. Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals - Health Effects.

D. TECHNICAL SPECIFICATIONS (QUICKLIME)

REQUIREMENT

It is required that quicklime (CaO) be furnished in accordance with these specifications.

DELIVERY

Deliveries shall be made within three (3) working days after receipt of the order at any time during the contract period. Deliveries shall be made between 8:00 a.m. and 2:00 p.m., during which time the City will provide personnel to monitor the unloading of the quicklime from the delivery truck to the receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. Quicklime shall be delivered to the following addresses:

City of Sacramento
 Sacramento River Water Treatment Plant
 1 Water Street
 Sacramento, CA 95814

City of Sacramento
 E. A. Fairbairn Water Treatment Plant
 7501 College Town Drive
 Sacramento, CA 95826

Quicklime shall be delivered in covered, tight, hopper type trucks equipped to blow quicklime into above grade bins.

Each order of quicklime will be placed for a quantity of 25 tons or more. The quantity specified on the bid sheet is for the purpose of comparing bids, and may be increased or decreased by the City as its water treatment needs require.

QUALITY

The quicklime supplied shall be in accordance with AWWA Standard B202-93 and Addendum B202a-97 with exceptions as noted below. The quicklime shall contain a minimum of 90% available calcium oxide. The manufacturer or supplier shall provide an affidavit that the quicklime furnished under this specification complies with all applicable requirements of AWWA Standard B202-93 and Addendum B202a-97 at the time of delivery. Also, the material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Chemicals - Health Effects. The quicklime supplied under this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the quicklime.

The quicklime supplied under this specification shall meet the following requirements:

1. The test for available calcium oxide shall be made in accordance with ASTM C25, Standard Methods of Chemical Analysis of Limestone, Quicklime and Hydrated Lime available from ASTM International, 100 Barr Harbor Dr., P.O. Box C700, West Conshohocken, PA 19428.
2. The size as determined by physical analysis shall be 1/8" by 3/8". On average, 100% shall pass through a 1/2" mesh sieve; 65%, plus or minus 10% shall pass through a 1/4" mesh sieve; 25%, plus or

minus 5% shall pass through a 1/8" mesh sieve; 7%, plus or minus 3%, shall pass through a #12 mesh sieve; and less than 7% shall pass through a #20 mesh sieve.

3. Quicklime shall contain not less than 90% available calcium oxide (CaO). Minimum temperature rise slaking shall be not less than 40°C in 3 minutes. The quantity of insoluble material in quicklime shall not exceed 2.5%.
4. The quicklime shall be of the quality known as "quick slaking" and shall slake satisfactorily, readily disintegrating into a suspension of finely divided material without the production of objectionable amounts of undissolved or unslaked material in the slaker. The quicklime will slake without objectionable amounts of insoluble material.

Failure to meet these requirements shall constitute a basis for rejection, at the option of the City, if confirmed by retest by the consignor or an acceptable recognized expert. If so rejected, consignor shall remove the material from the premises of the City without charge. The City may, in lieu of rejection and at its option, agree to a price adjustment for the material.

TEST FOR INSOLUBLE MATERIAL

Transfer 100g of the gross sample to a porcelain casserole of 600-800 ml capacity (measuring 5.5" in diameter and 3" in depth), which contains 400 ml of tapwater. Add the lime gradually, with continual stirring, and avoiding spattering. Stirring should not be vigorous enough to pulverize brittle material. The relatively gentle action of a magnetic stirrer operated at low speed has been found to produce excessive fines. Stirring throughout the procedure should be manual and minimal. Stir until there are no lumps and a smooth paste is formed. Add tap water to the casserole to within a 1/2" of the top. Stir, allow to settle for 10 seconds, and carefully decant about half of the suspension. Repeat this operation of washing and decanting until the residue can be seen in the bottom of the casserole. When the last water has been decanted, add 250 ml of 10% muriatic acid, loosening any deposits on the walls of the casserole with the aid of a stirring rod. Carefully decant most of the acid solution, being certain not to loose any of the residue. Add sufficient muriatic acid to insure a minimum of 10% excess, and allow to stand for 30 minutes. Material which has not dissolved may be regarded as insoluble. Decant the acid solution, wash twice with tap water, and once with distilled water. Dry the residue and, making necessary transfers with the aid of a camel's hair brush, weigh to the nearest milligram.

The test for available calcium oxide shall be in accordance with Section 5.3 of AWWA B202-93 and Addendum B202a-97.

The precision of the determination will depend in part on the state of subdivision of the insoluble material. The precision of the determination is about 10%.

This determination is most conveniently performed on the part resulting from the slaking test.

MSDS AND SPECIFICATION SHEET

Bidders shall supply the Material Safety Data Sheet and the manufacturer's specification sheet at the time of the bid. Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals - Health Effects.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: *Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.*

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

_____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or ___ No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____

Address: _____

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Liquid Aluminum Sulfate (Alum) and Quicklime, as required during the contract period, in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are annual estimates only of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Dual awards may result from this bid (one for alum and one for quicklime).

Prices shall be all inclusive, i.e., freight, delivery, etc. Additional charges are not allowed. Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California State Resale Permit No. SYKH98-021076.

Category I-Alum

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	5,000 tons	Liquid Aluminum Sulfate (Alum) per attached specifications, on a dry basis of 17% Al ₂ O ₃	\$ _____	\$ _____

Category II-Quicklime

Bid price shall be stated in short tons (2000 pounds).

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
2	1,500 tons	Quicklime, per attached specifications, on the minimum basis of 90% calcium oxide.	\$ _____	\$ _____

NAME OF SUPPLIER/CONTRACTOR: _____

ADDRESS: _____

PHONE : _____ E-MAIL: _____

BY: (signature of authorized person) _____

PRINT NAME: _____ TITLE: _____

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

Craig Chalmers

From: dmadmin@elccmcs01.cityofsacramento.org
Sent: Tuesday, May 24, 2011 9:58 AM
To: Craig Chalmers
Subject: !! CCM Task "Report-2011-00519 - ADRS New" started by "cchalmers@cityofsacramento.org": Dept-Author Submit Report

In docbase "cosprd01":

You have been assigned an CCM task with the following message: "Please submit your report for Department Review/ ReportUpdates"
Please follow the link below to complete the task that has been assigned to you.

<https://ccm.cityofsacramento.org/adrs>

ROUTING DETAILS

Task Name.....Dept-Author Submit Report Due Date.....none Planned Start Date...none Priority.....0

Router Name.....Report-2011-00519 - ADRS New Router
[Supervisor.....cchalmers@cityofsacramento.org](mailto:cchalmers@cityofsacramento.org)
[Sender.....cchalmers@cityofsacramento.org](mailto:cchalmers@cityofsacramento.org)
[Recipient.....cchalmers@cityofsacramento.org](mailto:cchalmers@cityofsacramento.org)



CITY OF SACRAMENTO

WATER PRODUCTION DIVISION

Bid Number: B113351024

INVITATION FOR BID And Contract Specifications

FOR: Liquid Aluminum Sulfate (Alum) and Quicklime

Bids Must Be Received Prior To 2:00 P.M. on May 27, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: [] Yes
 [] No

N/A

BID BOND Security	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input checked="" type="checkbox"/> Not Required
Type of Deposit	
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other	Initial: <u>VE</u>

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: GRAYMONT WESTERN US INC.

Address: 3950 SOUTH 700 EAST- SUITE 301

City, State, Zip Code: SALT LAKE CITY, UTAH 84107

Phone Number: 801-716-2640

Email Address: dtaylor@graymont.com

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B113351024

FOR SERVICES/SUPPLIES: Alum and Quicklime

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: GRAYMONT WESTERN US INC

ADDRESS: 3930 SOUTH 700 EAST - SUITE 301, SALT LAKE CITY, UTAH 84107

PHONE #: 801-716-2640 FAX #: 801-264-8039 E-MAIL: dtaylor@graymont.com

STATE TAX I.D. #: 1825630 FED. TAX I.D. #: 87-0735998

City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 

PRINT NAME: DOUG TAYLOR

TITLE: SENIOR REGIONAL SALES

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form: _____

Approved: _____

Attest: _____

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

UTAH
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: GRAYMONT WESTERN US INC.

Address: 3950 SOUTH 100 EAST - SUITE 301, SALT LAKE CITY, UTAH 84107

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

[Signature]
Signature of Authorized Representative

5/26/2011
Date

DOUG TAYLOR
Print Name

SENIOR REGIONAL SALES
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Liquid Aluminum Sulfate (Alum) and Quicklime, as required during the contract period, in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are annual estimates only of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Dual awards may result from this bid (one for alum and one for quicklime).

Prices shall be all inclusive, i.e., freight, delivery, etc. Additional charges are not allowed. Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California State Resale Permit No. SYKH98-021076.

Category I-Alum

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	5,000 tons	Liquid Aluminum Sulfate (Alum) per attached specifications, on a dry basis of 17% Al ₂ O ₃	\$ _____	\$ _____

Category II-Quicklime

Bid price shall be stated in short tons (2000 pounds).

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
2	1,500 tons	Quicklime, per attached specifications, on the minimum basis of 90% calcium oxide.	\$ <u>190.00/TON</u>	\$ <u>285,000.00</u>

NAME OF SUPPLIER/CONTRACTOR: GRAYMONT WESTERN US INC

ADDRESS: 3950 SOUTH 700 EAST - SUITE 301, SALT LAKE CITY, UTAH 84107

PHONE: 801-716-2640 E-MAIL: dtaylor@graymont.com

BY: (signature of authorized person) 

PRINT NAME: DOUG TAYLOR TITLE: SENIOR REGIONAL SALES

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.



Lime and Limestone products
GRAYMONT Western US INC., 3950 South 700 East, Suite 301, Salt Lake City, UT 84107 (801) 262-3942 Fax: (801) 264-8039

TYPICAL ANALYSIS SHEET

PRODUCT : **HIGH CALCIUM QUICKLIME**
Nominal sizes: 0 – 10, 0 – 20 & 5 – 50 mm

PRODUCTION FACILITY : Cricket Mountain Plant – Delta, Utah

PRODUCT DESCRIPTION :

A white porous solid obtained by the calcination of high-purity limestone (CaCO₃) and composed essentially of calcium oxide (CaO).

COMPOSITION AND TYPICAL CHEMICAL PROPERTIES (ASTM C 25, C 1271, C 1301)

Total calcium as calcium oxide (CaO), (%)	94.1
Available lime index as calcium oxide (CaO), (%)	92.4
Magnesium oxide (MgO), (%)	1.7
Silica (SiO ₂), (%)	1.6
Ferric oxide (Fe ₂ O ₃), (%)	0.2
Alumina (Al ₂ O ₃), (%)	0.4
Total sulfur (S), (%)	0.01
Loss on ignition, (%)	1.7
Carbonates, (CaCO ₃), (%)	2.6

TYPICAL PHYSICAL PROPERTIES :

	Fines	Crushed	Pebble
Bulk Density (ASTM C 110), (kg/m ³)	1135 – 1170	1090 – 1120	1055 – 1090
(lbs/ft ³)	71 – 73	68 – 70	66 – 68
Slaking Rate (ASTM C 110, AWWA B202) :			
1. Temperature Rise in 30 seconds, (°C).		42	
2. Temperature Rise in 3 minutes, (°C).		54	
3. Total Temperature Rise, (°C).		56	
4. Total Active Slaking Time, (minutes)		3	

CLASSICAL REFERENCE DATA : (CRC Handbook of Chemistry and Physics)

Specific Gravity	3.25 – 3.38
Solubility in Water (10 °C), (g/l)	1.31
pH (saturated solution) (25 °C)	12.454

SIZE DISTRIBUTION :

	0 – 10 mm	0 – 20 mm	5 – 50 mm
SIEVE (mm.)			
50			100
40			75 – 100
25			30 – 60
20			10 – 40
10	100	75 – 95	0 – 25
5	75 – 95	55 – 90	0 – 15
2.5	70 – 90	40 – 80	
SIEVE (U.S.A.)			
2"			
1 1/2"			
1"			
3/4"		100	
3/8"		75 – 95	
No. 4	75 – 95	55 – 90	
No. 8	70 – 90	40 – 80	
% PASSING			

NOTICE :

* The test data herein is based on average results on production samples. Product shipments are subject to normal variation. Accordingly, test data can not be taken as establishing maximum or minimum specifications.



ANSI / NSF 60
 DRINKING WATER TREATMENT ADDITIVES
 < 8 N 63 >
 MAXIMUM USE LEVEL: 500 mg/l.



GRAYMONT

MATERIAL SAFETY DATA SHEET

SECTION I - CHEMICAL PRODUCT AND COMPANY INFORMATION

Product Name: HIGH CALCIUM QUICKLIME	WHMIS – CLASSIFICATION: D2A / D2B: MATERIALS CAUSING OTHER TOXIC EFFECTS E: CORROSIVE MATERIAL
---	--

MANUFACTURER'S AND SUPPLIER'S NAME:	
GRAYMONT (NB) INC	4634, Route 880, Havelock, New Brunswick, E4Z 5K8.
GRAYMONT (QC) INC.	25 – 206, rue De Lauzon, Boucherville (Québec), J4B 1E7.
GRAYMONT (PA) INC.	965, East College Avenue, Pleasant Gap, PA 16823
GRAYMONT (WESTERN CANADA) INC.	190 – 3025, 12 th Street N.E., Calgary, Alberta, T2E 7J2
GRAYMONT (WESTERN US) INC.	3950 South, 700 East, Suite 301, Salt Lake City, Utah 84107
GRAYMONT (WI) INC.	Foot of Hill Avenue, Superior, Wisconsin 54880

EMERGENCY TEL. No.: (613) 996 – 6666 CANUTEC (Canada) (800) 424 – 9300 CHEMTREC (US)

Chemical Name Calcium oxide	Chemical Family Alkaline earth oxide	Chemical Formula Complex mixture - mostly CaO
Molecular Weight CaO = 56.08	Trade Name and Synonyms High Calcium Quicklime, Lime, Quicklime, Calcium Oxide, Burnt Lime, Unslaked Lime, Fluxing Lime.	Material Use Neutralization, Flocculation, Flux (met.), Caustic agent, absorption

SECTION II - COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients	Approximate Concentration	C.A.S. Number	Exposure limits (mg/m ³)					
			OSHA PEL	ACGIH TLV	RSST VEMP	MSHA PEL	NIOSH REL	NIOSH IDLH
(Complex Mixture)	(% by weight)		(TWA) 8/40h	(TWA) 8/40h	(TWA) 8/40h	(TWA) 8/40h	(TWA) 10/40h	
Calcium Oxide	90 to 100	1305-78-8	5	2	2	5	2	25
Crystalline Silica, Quartz	0.1 to 1	14808-60-7	10/(%SiO₂)+2 respirable silica dust	0.025 respirable silica dust	0.1 respirable silica dust	10/(%SiO₂)+2 respirable silica dust	0.05 respirable silica dust	50
Crystalline Silica, Quartz	0 to 0.1 (Note 1)	14808-60-7	10/(%SiO₂)+2 respirable silica dust	0.025 respirable silica dust	0.1 respirable silica dust	10/(%SiO₂)+2 respirable silica dust	0.05 respirable silica dust	50

(Note 1) : Concentration of crystalline silica in a series of lime products will vary from source to source. It was not detected on some samples (< 0.1% w/w). Therefore two ranges are being disclosed. (Note 2) : ACGIH TLV Version 1973 has been adopted by the Mine Safety Health Administration (MSHA) as the regulatory Exposure Standard.

SECTION III - PHYSICAL AND CHEMICAL DATA

Physical State Gas <input type="checkbox"/> Liquid <input type="checkbox"/> Solid <input checked="" type="checkbox"/>	Odor and Appearance Slight earthy odor - White crystalline substance		Odor Threshold (p.p.m.) Not applicable	Specific Gravity 3.25 - 3.38
Vapor Pressure (mm) Not applicable	Vapor Density (Air = 1) Not applicable	Evaporation Rate Not applicable	Boiling Point (°C) 2850	Melting Point (°C) 2570 - 2625
Solubility in Water (20°C) 0.125g/100g Solution	Volatiles (% by volume) Not applicable	pH (25 °C) Sat. soln CaO 12.45	Bulk Density (kg/m ³) 720 - 1200	Coefficient of water/oil distribution Not applicable

SECTION IV - FIRE OR EXPLOSION HAZARD DATA

Flammability

Yes No

If yes, under which conditions?

Extinguishing Media

Quicklime does not burn. Use extinguisher appropriate for material burning.

Special Fire Fighting Procedures

Avoid using water unless necessary for other materials, in which case, flood to absorb heat generated. (Contact with water will evolve heat and could cause ignition of paper, cardboard, etc.). Wear self-contained breathing equipment approved by NIOSH.

Flash point (°C) and Method

Not applicable

Upper flammable limit (% by volume)

Not applicable

Lower flammable limit (% by volume)

Not applicable

Auto Ignition Temperature (°C)

Not applicable

TDG Flammability Classification

Non-flammable

Hazardous Combustion Products

None

Dangerous Combustion Products

None

EXPLOSION DATA

Sensitivity to Chemical Impact

Not applicable

Rate of Burning

Not applicable

Explosive Power

Not applicable

Sensitivity to Static Discharge

Not applicable

SECTION V - REACTIVITY DATA

Chemical Stability

Yes No

If no, under which conditions?

Absorbs moisture and carbon dioxide in the air to form calcium hydroxide and calcium carbonate.

Incompatibility to other substances

Yes No

If so, which ones?

Boron tri-fluoride, chlorine tri-fluoride, ethanol, fluorine, hydrogen fluoride, phosphorus pentoxide; water and acids (violent reaction with generating heat and possible explosion in confined area).

Reactivity

Yes No

If so, under which conditions?

Reacts violently with strong acids. Reacts with water to form calcium hydroxide. The heat generated when mixed with water or moist air is sufficient enough to ignite surrounding materials such as paper, wood or cloth.

Hazardous Decomposition Products

None.

Hazardous Polymerization Products

Will not occur.**SECTION VI - TOXICOLOGICAL PROPERTIES**

Route of Entry

 Skin Contact Skin Absorption Eye Contact Acute Inhalation Chronic Inhalation Ingestion

Effects of Acute Exposure to Product

Skin

Severe irritation or burning of mucous and skin. Dehydration of tissues.

Eyes

Severe eye irritation and burning, intense watering of the eyes, possible lesions, possible blindness when exposed for prolonged period. (Draize >80).

Inhalation

If inhaled in form of dust: nose, oral cavity and throat irritation, cough, sneezing, inflammation of breathing passages, ulceration and perforation of nasal septum, bronchitis, possible pneumonia.

Ingestion

If ingested, burning and edema of digestive tracts, abundant salivation, difficulties in swallowing and breathing, vomiting blood, drop in blood pressure (indicates perforation of esophagus or stomach).

Effects of Chronic Exposure to Product:

Contact dermatitis. Following repeated or prolonged contact, this product can cause redness, desquamation and fissures. This product may contain trace amounts of crystalline silica. Excessive inhalation of respirable crystalline silica dust may result in respiratory disease, including silicosis, pneumoconiosis and pulmonary fibrosis.LD₅₀ of Product (Specify Species and Route)**3059 mg/kg (Mouse/Intraperitoneal)**

Irritancy of Product

Severe to moist tissues

Exposure limits of Product

UnavailableLC₅₀ of Product (Specify Species)**Unavailable**

Sensitization to Product

None

Synergistic materials

None reported

SECTION VI - TOXICOLOGICAL PROPERTIES (Cont'd)

Carcinogenicity Reproductive effects Tératogenicity Mutagenicity

Quicklime is not listed as a carcinogen by ACGIH, MSHA, OSHA, NTP, DFG, RSST or IARC. It may, however, contain trace amounts of Crystalline Silica listed carcinogens by these organizations.

Crystalline Silica, which inhaled in the form of quartz or crystobalite from occupational sources, is classified by **IARC** as carcinogenic to humans. (Group 1)

Silica, crystalline (Airborne particles of respirable size) is regulated under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (**Proposition 65**). Crystalline silica is listed as a chemical known to the State to cause cancer.

NIOSH considers crystalline silica to be potential occupational carcinogen as defined by the OSHA carcinogen policy [29 CFR 1990]. (Ca).

NTP lists respirable Crystalline Silica as known to be human carcinogens based on sufficient evidence of carcinogenicity in humans. (K).

ACGIH lists respirable Crystalline Silica (quartz) as suspected human carcinogen. (A2).

DFG lists respirable Crystalline Silica as a substance that causes cancer in man (1)

RSST lists respirable Crystalline Silica (quartz) as suspected human carcinogen.

SECTION VII - PREVENTIVE MEASURES

Personal Protective Equipment (PPE)	Wear clean, dry gloves, full length pants over boots, long sleeved shirt buttoned at the neck, head protection and approved eye protection selected for the working conditions.
Gloves (Specify)	Gauntlets Cuff style.
Respiratory (Specify)	<p>NIOSH approved respirator.</p> <p><u>Up to 10 mg/m³</u>: (APF = 5) Any quarter-mask respirator.</p> <p><u>Up to 20 mg/m³</u>: (APF = 10) Any particulate respirator equipped with an N95, R95 or P95 filter except quarter-mask respirator. Any supplied-air respirator.</p> <p><u>Up to 25 mg/m³</u>: (APF = 25) Any supplied-air respirator operated in a continuous-flow mode. Any powered, air purifying respirator with a high-efficiency particulate filter.</p> <p>For <u>respirable quartz levels</u> that exceed or are likely to exceed an 8-hr TWA of <u>0.1 mg/m³</u>, a NIOSH approved (N/R/P95) dust respirator is recommended.</p> <p>For respirable quartz levels that exceed or are likely to exceed an 8-hr TWA of <u>0.5 mg/m³</u>, a NIOSH approved HEPA (N/R/P100) filter respirator is recommended.</p> <p>For respirable quartz levels that exceed or are likely to exceed an 8-hr TWA of <u>5.0 mg/m³</u>, a NIOSH approved positive pressure (SAR), full face respirator or equivalent is recommended.</p>
Eyes (Specify)	ANSI, CSA or ASTM approved safety glasses with side shields. Tight fitting dust goggles should be worn when excessive (visible) dust conditions are present. Do not wear contact lenses without tight fitting goggles when handling this chemical.
Footwear (Specify)	Resistant to caustics.
Clothing (Specify)	Fully covering skin. Remove when wet or contaminated. Change daily.
Other (Specify)	Evaluate degree of exposure and use PPE if necessary. After handling lime, employees must shower. If exposed daily, use oil, Vaseline, silicone base crème etc. to protect exposed skin, particularly neck, face and wrists.

SECTION VII - PREVENTIVE MEASURES (Cont'd)

Engineering Controls (e.g. ventilation, enclosed process, specify)

Enclose dust sources; use exhaust ventilation (dust collector) at handling points, keep levels below Max. Concentration Permitted.

Leak and Spill Procedure

Limit access to trained personnel. Use industrial vacuums for large spills. Ventilate area.

Waste Disposal

Transport to disposal area or bury. Review Federal, Provincial and local Environmental regulations.

Handling Procedures and Equipment

Avoid skin and eye contact. Minimize dust generation. Wear protective goggles and in cases of insufficient ventilation, use NIOSH approved dust respirator. An eye wash station and safety shower should be readily available where this material or its water dispersions are used. Contact lenses should not be worn when working with this chemical.

Storage Requirements

Keep tightly closed containers in a cool, dry and well ventilated area, away from acids. Keep out of reach of children.

Special Shipment Information

Quicklime is neither regulated by the Transportation of Dangerous Goods (TDG) Regulations (Canada) nor by the Hazardous Materials Regulations (USA) unless this material is offered or intended for transportation by aircraft.

SECTION VIII - FIRST AID MEASURES

Skin

Carefully and gently brush the contaminated body surfaces in order to remove all traces of lime. Use a brush, cloth or gloves. Remove all lime-contaminated clothing. Rinse contaminated area with lukewarm water for 15 to 20 minutes. Consult a physician if exposed area is large or if irritation persists.

Eyes

Immediately rinse contaminated eye(s) with gently running lukewarm water (saline solution is preferred) for 15 to 20 minutes. In the case of an embedded particle in the eye, or chemical burn, as assessed by first aid trained personnel, contact a physician.

Inhalation

Move source of dust or move victim to fresh air. Obtain medical attention immediately. If victim does not breathe, give artificial respiration.

Ingestion

If victim is conscious, give 300 ml (10 oz) of water, followed by diluted vinegar (1 part vinegar, 2 parts water) or fruit juice to neutralize the alkali. Do not induce vomiting. Contact a physician immediately.

General Advise

Consult a physician for all exposures except minor instances of inhalation.

SECTION IX - REGULATORY INFORMATION

Superfund Amendments and Reauthorization Act of 1986 (SARA Title III). / The Emergency Planning and "Community Right-to-Know" Act (EPCRA). / Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). / Resource Conservation and Recovery Act (RCRA).

Component Calcium Oxide has been reviewed against the following regulatory listings:

- SARA Section 302 – Emergency Planning Notification. Extremely Hazardous Substances (EHS) List and Threshold Planning Quantity (TPQ). (40 CFR, Part 355, Section 30): Not listed.
- SARA Section 304 – Emergency Release Notification. Extremely Hazardous Substances (EHS) and Reportable Quantity (RQ) List. (40 CFR, Part 355, Section 40): Not listed.
- SARA Section 311/312 – Hazard Categories (40 CFR, Part 370): This product is regulated under CFR 1910.1200 (OSHA Hazard Communication) as Immediate (Acute) Health Hazards – Irritant.
- SARA Section 313 – Toxics Release Inventory (TRI). Toxic Chemical List (40 CFR, Part 372). Not listed.
- CERCLA – Hazardous Substance (40 CFR, Part 302): Not listed in Table 302.4.
- RCRA – Hazardous Waste Number (40 CFR, Part 261, Subpart D): Not listed.
- RCRA – Hazardous Waste Classification (40 CFR, Part 261, Subpart C): Not classified.

CWA 311. - Clean Water Act List of Hazardous Substances.

Calcium Oxide has been withdrawn from the Clean Water Act (CWA) list of hazardous substances. (11/13/79) (44FR65400)

California Proposition 65.

Component Calcium Oxide does not appear on the above regulatory listing. This product may contain small amounts of crystalline silica. Silica, crystalline (Airborne particles of respirable size) is regulated under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Crystalline silica is listed as a chemical known to the State to cause cancer.

Transportation - Hazardous Materials Regulations (USA) & Transportation of Dangerous Goods (TDG) Regulations (Can).

Calcium Oxide is listed in both table 172.101 of Title 49 CFR 172 and in schedule 18 D.G. List (Chapter 34 TDG ACT, SOR/DORS 93-525). Application of requirements is restricted to material offered or intended for transportation by aircraft. - Calcium oxide. By aircraft only. Class 8 - Corrosives. PIN UN1910. Packing group III. Maximum net quantity per package - passenger vehicles, 25kg.

Toxic Substances Control Act (TSCA).

All naturally occurring components of this product are automatically included in the USEPA TSCA Inventory List per 40 CFR 710.4 (b). All other components are listed on the USEPA TSCA Chemical Substances Inventory. Calcium Oxide is subject to inventory update reporting (IUR).

Canadian Environmental Protection Act 1999 (CEPA) – Substances Lists (DSL/NDSL).

Calcium Oxide is specified on the public Portion of the Domestic Substances List (DSL).

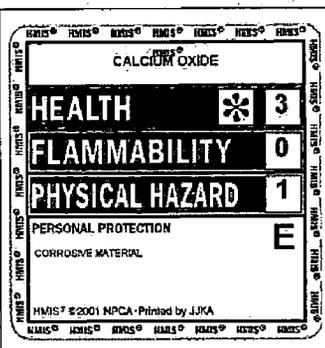
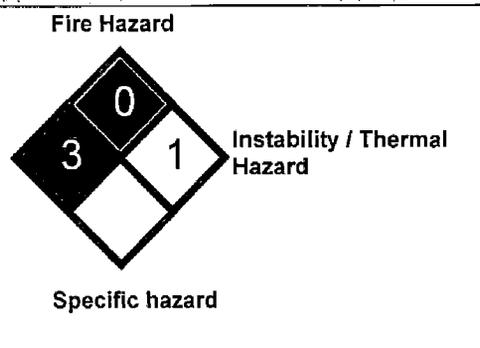
ANSI/NSF 60 - Drinking Water Treatment Additives.

Quicklime has been investigated with respect to elements identified by EPA as toxic and it has been classified for use in direct contact with drinking water. (In accordance with Standard ANSI/NSF 60). For a list of classified products, refer to Underwriters Laboratories Inc.'s Online Certifications Directory.

FDA - U.S. Food and Drug Administration, Department of Health and Human Services.

Calcium Oxide has been determined as "Generally Recognized As Safe" (GRAS) by FDA. See 21CFR184.1210. (CFR Title 21 Part 184 - - Direct food substances affirmed as generally recognized as safe).

SECTION X - OTHER INFORMATION

<p>Hazardous Materials Identification System (U.S.)</p>		<p>National Fire Protection Association (U.S.) NFPA 704</p> <p>Health Hazard</p>	<p>Fire Hazard</p>  <p>Instability / Thermal Hazard</p> <p>Specific hazard</p>
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<p>WHMIS – Classification: “E” Corrosive Material.</p>	<p>WHMIS – Classification: “D2A and D2B”: Materials causing other toxic effects.</p>
--	--

<p>Symbol:</p> 	<p>Symbol:</p> 
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Additional Information/Comments:

The technical data contained herein is given as information only and is believed to be reliable.
GRAYMONT makes no guarantee of results and assumes no obligation or liability in connection therewith.

Sources Used:

NFPA, NLA, TDG, CSST, RSST, (LSRO-FASEB), Hazardous Products Act, Environment Canada, Enviroguide, OSHA, ACGIH, IARC, NIOSH, CFR, NTP, HSDB, EPA SRS, RTECS, DFG, Chemistry and Technology of Lime and Limestone (John Wiley and Sons, Inc.), Lime and Limestone (WILEY-VCH).

SECTION XI - PREPARATION INFORMATION

<p>Prepared by: GRAYMONT (QC) INC. Quality Assurance & Technical Services</p>	<p>Telephone number: (450) 449-2262</p>	<p>Date : September 2009</p>
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An electronic version of this MSDS is available at: www.graymont.com under the PRODUCTS section.

Addendum #1

May 18, 2011

Bid Number: B113351024

INVITATION FOR BID

AND CONTRACT SPECIFICATIONS

FOR: Liquid Aluminum Sulfate (Alum) and Quicklime

Bids Must Be Received Prior to 2:00 P.M. on June 1, 2011



CITY OF SACRAMENTO

WATER PRODUCTION DIVISION



Bid Number: B113351024

INVITATION FOR BID And Contract Specifications

FOR: Liquid Aluminum Sulfate (Alum) and Quicklime

Bids Must Be Received Prior To 2:00 P.M. on May 27, 2011

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: [] Yes
 [] No

N/A

Bid Bond Security

Properly Signed Improperly Signed
 Not Included Not Required

Type of Deposit

Bid Bond Cashier/Certified Check
 Other _____ Initial: VE

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Thatcher Company of California

Address: P. O. Box 27407

City, State, Zip Code: Salt Lake City, UT 84127-0407

Phone Number: (562) 803-0563 Office; (562) 587-7364 Cellular

Email Address: philip.fetto@tchem.com; bill.prisbrey@tchem.com; wendy.richmond@tchem.com

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B113351024

FOR SERVICES/SUPPLIES: Alum and Quicklime

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Thatcher Company of California

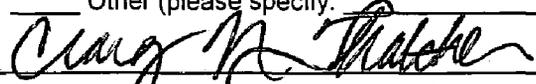
ADDRESS: P. O. Box 27407, Salt Lake City, UT 84127-0407

PHONE #: (562) 803-0563 Office FAX #: (562) 803-8697 E-MAIL: philip.fetto@tchem.com; bill.prisbrey@tchem.com

STATE TAX I.D. #: C0733344 FED. TAX I.D. #: 95-2944197

City of Sacramento Business Operation Tax Certificate #: None
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) 

PRINT NAME: Craig N. Thatcher

TITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

SECTION II – CONTRACT DOCUMENTS**A. GENERAL CONDITIONS****1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of

CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an

authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
 - A. Post-Award Amendments.
 - B. Pricing Schedule(s), as corrected by City, if applicable.
 - C. Pre-Award Addenda
 - D. Special Provisions.
 - E. Bid Instructions and Requirements
 - F. General Conditions
 - G. Technical Specifications and/or Plans
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act

and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

- 20. Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
- 21. Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
- 22. Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
- 23. Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
- 24. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
- 25. Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.
- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's

personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? Yes; or No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [X] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

5. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

California
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Thatcher Company of California

Address: P. O. Box 27407, Salt Lake City, UT 84127-0407

The above-named Contractor (“Contractor”) hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the “Requirements”) attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento’s Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the “Ordinance”).
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee’s spouses nor to employee’s domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento (“City”). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



 Signature of Authorized Representative

May 26, 2011

 Date

Craig N. Thatcher

 Print Name

President

 Title

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Liquid Aluminum Sulfate (Alum) and Quicklime, as required during the contract period, in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are annual estimates only of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. Dual awards may result from this bid (one for alum and one for quicklime).

Prices shall be all inclusive, i.e., freight, delivery, etc. Additional charges are not allowed. Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California State Resale Permit No. SYKH98-021076.

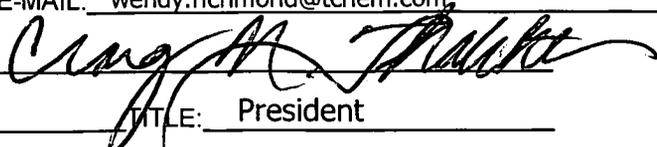
Category I-Alum

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1	5,000 tons	Liquid Aluminum Sulfate (Alum) per attached specifications, on a dry basis of 17% Al ₂ O ₃	\$ <u>358.90</u>	\$ <u>1,794,500</u>

Category II-Quicklime

Bid price shall be stated in short tons (2000 pounds).

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
2	1,500 tons	Quicklime, per attached specifications, on the minimum basis of 90% calcium oxide.	\$ _____	\$ <u>NO BID</u>

NAME OF SUPPLIER/CONTRACTOR: Thatcher Company of California
 ADDRESS: P. O. Box 27407, Salt Lake City, UT 84127-0407
 PHONE : (562) 803-0563 Office philip.fetto@tchem.com; bill.prisbrey@tchem.com;
(562) 587-7364 Cellular E-MAIL: wendy.richmond@tchem.com
 BY: (signature of authorized person) 
 PRINT NAME: Craig N. Thatcher TITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

Appendices A and B form part of our proposal.



THATCHER COMPANY P.O. BOX 27407 SALT LAKE CITY, UTAH 84127
(801) 972-4587 PHONE
(801) 972-8693 FAX

PRODUCT SPECIFICATION

Alum (Aluminum Sulfate Solution)

CAS NUMBER: 10043-01-3
CHEMICAL FORMULA: $Al_2(SO_4)_3$
MOLECULAR WEIGHT: 342.14

PRODUCT DESCRIPTION: Colorless solution free of suspended solids

CERTIFICATIONS: Certified by UL to meet ANSI 60 Standard for Drinking Water Additives (UL ref.: MH 17003)
Product meets AWWA B-403 Specifications

SPECIFICATIONS:

Clarity:	Clear with no visible matter present
Color:	APHA 20 (max)
Assay:	27.9% as $Al_2(SO_4)_3$ (8.3% as Al_2O_3)
Free Acidity (as H_2SO_4):	0.0% (max)
Free Alkalinity (as Al_2O_3):	0.20%
Specific Gravity (20C):	1.329-1.337
Iron (as Fe):	50 ppm (max)
Total Heavy Metals (as Pb):	100 ppm (max)
Total Halides (as Cl):	500 ppm (max)

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

2/24/2010



FDPH.MH17003 Drinking Water Treatment Chemicals

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Drinking Water Treatment Chemicals

[See General Information for Drinking Water Treatment Chemicals](#)

THATCHER CO

1905 FORTUNE RD
PO BOX 27407
SALT LAKE CITY, UT 84127 USA

MH17003

ANSI/NSF STANDARD 60

Plant at: Buckeye, AZ

Trade Dsg	Category	Max Use Level (mg/L)
T-Floc 1410	Coagulation and Flocculation	50
T-Floc 1417	Coagulation and Flocculation	100
T-Floc 1419	Coagulation and Flocculation	50
T-Floc 1420	Coagulation and Flocculation	25
TI-2903	Corrosion and Scale Control	27.5
TI-2904	Corrosion and Scale Control	33
TI-2906	Corrosion and Scale Control	29
TI-2907	Corrosion and Scale Control	15.5
TI-2908	Corrosion and Scale Control	27.5
TI-3021	Corrosion and Scale Control	28
Sodium Hydroxide 18%	pH Adjustment	278
Sodium Hydroxide 20%	pH Adjustment	250
Sodium Hydroxide 25%	pH Adjustment	200
Sodium Hydroxide 30%	pH Adjustment	167
Sodium Hydroxide 33%	pH Adjustment	152
Sodium Hydroxide 50%	pH Adjustment	100
Sulfuric Acid 20 - 39%	pH Adjustment	120
Sulfuric Acid 40 - 59%	pH Adjustment	84
Sulfuric Acid 60 - 79%	pH Adjustment	63
Sulfuric Acid 80 - 93%	pH Adjustment	50
Sulfuric Acid, 98%	pH Adjustment	50
Sodium Chlorite, 18.75%	Disinfection and Oxidation	37.3
Sodium Chlorite, 25%	Disinfection and Oxidation	28
Sodium Chlorite, 30%	Disinfection and Oxidation	23.3
Sodium Chlorite, 31%	Disinfection and Oxidation	22.6

Sodium Chlorite, 31.25%	Disinfection and Oxidation	22.4
Sodium Chlorite, 37%	Disinfection and Oxidation	18.9
Sodium Chlorite, 7.5%	Disinfection and Oxidation	93.3

Plant at: DeLand, Florida

Trade Dsg	Category	Max Use Level (mg/L)
TI-3031		
TI-3031	Corrosion and Scale Control	27.8
Ferric Sulfate, 10 - 13% Iron	Coagulation and Flocculation	500
Aluminum Sulfate	Flocculation	150
Ammonium Sulfate, 40%	Disinfection and Oxidation	62.5

Plant at: Henderson, NV

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate	Flocculation	150
Zinc Orthophosphate	Corrosion and Scale Control	20
Sodium Hypochlorite	Disinfection and Oxidation	80
Hydrofluosilic Acid	Fluoridation	6.0

Plant at: Missoula, MT

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate	Flocculation	150
TI-3021	Corrosion and Scale Control	28

Plant at: Salt Lake City, UT

Trade Dsg	Category	Max Use Level (mg/L)
T-Floc 1410	Coagulation and Flocculation	50
T-Floc 1417	Coagulation and Flocculation	100
T-Floc 1419	Coagulation and Flocculation	50
T-Floc 1420	Coagulation and Flocculation	25
T-FLOC 2202	Coagulation and Flocculation	650
T-Floc B-41	Coagulation and Flocculation	156
Aluminum Sulfate	Flocculation	150
Ferric Chloride	Flocculation	100
Sodium Aluminate	Flocculation	40
T-Floc 1306	Flocculation	1
T-Floc 1307	Flocculation	1
T-Floc 1310	Flocculation	1
T-Floc 1361	Flocculation	1
T-Floc 1362	Flocculation	1

T-Floc 1367	Flocculation	1
T-Floc 1368	Flocculation	3
T-Floc 1434	Flocculation	20
T-Floc 1436	Flocculation	20
T-Floc 1465	Flocculation	3
T-Floc 1474	Flocculation	3
T-Floc 1526	Flocculation	1
T-Floc 1527	Flocculation	1
T-Floc 1539	Flocculation	1
T-Floc 1551	Flocculation	1
T-Floc 2100	Flocculation	100
T-Floc 2540	Flocculation	1
T-Floc 2552	Flocculation	1
T-Floc 2645	Flocculation	1
T-Floc 2653	Flocculation	1
T-Floc 2656	Flocculation	1
T-Floc 2662	Flocculation	1
T-Floc IFD-151	Flocculation	183
Ferric Sulfate	Coagulation and Flocculation Products	500
T-Floc B-12-L	Coagulation and Flocculation Products	75
T-Floc B-21-L	Coagulation and Flocculation Products	150
T-Floc B135	Coagulation and Flocculation Products	150
T-Floc C-148	Coagulation and Flocculation Products	6.0
T-Floc IFD-201	Coagulation and Flocculation Products	194
T-Floc IFD-4211	Coagulation and Flocculation Products	139
TI-2903	Corrosion and Scale Control	27.5
TI-2904	Corrosion and Scale Control	33
TI-2906	Corrosion and Scale Control	29
TI-2907	Corrosion and Scale Control	15.5
TI-2908	Corrosion and Scale Control	27.5
TI-3019	Corrosion and Scale Control	15.5
TI-3020	Corrosion and Scale Control	16
TI-3021	Corrosion and Scale Control	28
Zinc Orthophosphate	Corrosion and Scale Control	20
Soda ash	pH Adjustment	100
Sodium Hydroxide 18%	pH Adjustment	278
Sodium Hydroxide 20%	pH Adjustment	250
Sodium Hydroxide 25%	pH Adjustment	200
Sodium Hydroxide 30%	pH Adjustment	167
Sodium Hydroxide 33%	pH Adjustment	152
Sodium Hydroxide 50%	pH Adjustment	100
Anhydrous Ammonia		

	Disinfection and Oxidation	5
Aqua Ammonia 25%	Disinfection and Oxidation	40
Aqua Ammonia 28%	Disinfection and Oxidation	35
Chlorine	Disinfection and Oxidation	30
Sodium Hypochlorite	Disinfection and Oxidation	80
Sodium Bisulfite	Chlorine Removal, Misc.	18
Hydrofluosilic Acid	Fluoridation	6.0

Plant at: Williamson, NY

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate	Flocculation	150
Zinc Orthophosphate	Corrosion and Scale Control	16.5
Hydrofluosilic Acid	Fluoridation	6.0

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An Independent organization working for a safer world with integrity, precision and knowledge.





THATCHER COMPANY MATERIAL SAFETY DATA SHEET
PRODUCT: ALUMINUM SULFATE SOLUTION
Page 1 of 3

MSDS Date: January 11, 2010
Emergency Contact: 1-800-424-9300

SECTION I

PRODUCT NAME: Aluminum Sulfate Solution

SYNONYMS: Alum

CHEMICAL NAME: Aluminum Sulfate Solution

CHEMICAL FAMILY: Metal salts

FORMULA: $Al_2(SO_4)_3$

MOLECULAR WEIGHT: 342.14

DOT SHIPPING INFORMATION*: Other regulated substance, Liquid, n.o.s.
(Aluminum sulfate), 9, NA 3082, PG III
RQ = 5000 lbs
* (Not regulated if less than 5000 lbs)

SECTION II - HAZARDOUS INGREDIENTS

This material contains no ingredients which are known by Thatcher Company to be hazardous unless listed below.

HAZARDOUS MATERIAL	CAS NUMBER	w/w %	EXPOSURE LIMITS IN AIR
Aluminum sulfate	10043-01-3		None determined

The specific identity of some ingredients may be withheld for confidential business purposes. However, all known potential health effects from exposure to these ingredients are being addressed.

SECTION III - PHYSICAL DATA

BOILING POINT (F): > 212

SPECIFIC GRAVITY: 1.34

VAPOR PRESSURE (mm Hg): Essentially water

% VOLATILE, BY VOLUME: Abt 70%

VAPOR DENSITY (air = 1): Essentially water

EVAPORATION RATE: Unknown

SOLUBILITY IN WATER: Complete

APPEARANCE AND ODOR: Colorless to light yellow liquid.

SECTION IV - FIRE AND EXPLOSION DATA

FLASH POINT: Nonflammable

FLAMMABLE LIMITS:

LEL: N/A

UEL: N/A

EXTINGUISHING MEDIA:

Use any.

SPECIAL FIRE-FIGHTING PROCEDURES:

None.



THATCHER COMPANY MATERIAL SAFETY DATA SHEET
PRODUCT: ALUMINUM SULFATE SOLUTION
Page 2 of 3

UNUSUAL FIRE AND EXPLOSION HAZARDS:

None.

SECTION V - REACTIVITY DATA

STABILITY: Stable

HAZARDOUS POLYMERIZATION:

Will not occur.

CONDITIONS OR MATERIALS TO AVOID:

None.

HAZARDOUS DECOMPOSITION PRODUCTS:

None.

SECTION VI - HEALTH HAZARD DATA

NFPA HAZARDOUS RATING:

Health = 1

Flammability = 0

Reactivity = 0

CARCINOGENIC LISTING:

NTP: No ingredients listed in this section.

IARC MONOGRAPHS: No ingredients listed in this section.

OSHA 29 CFR 1910: No ingredients listed in this section.

ENTRY ROUTES & EFFECTS OF OVEREXPOSURE:

Contact: Can be irritating to skin, respiratory system and severely irritating to eyes.

Ingestion: Excessive amounts can produce general symptoms of nausea, including dizziness, abdominal cramps and vomiting.

STATEMENT OF PRACTICAL TREATMENT:

Contact: Flush exposed area thoroughly with water. For eyes, flush with cool water for at least 15 minutes and seek medical attention.

Ingestion: If conscious, give several glasses of water or milk. **Do not** induce vomiting. Call a physician at once!

SECTION VII - SPECIAL PRECAUTIONS

HANDLING AND STORAGE PRECAUTIONS:

Avoid contact with skin and eyes. Do not take internally. Wash thoroughly after handling. Store in a cool, dry area away from direct contact with other chemicals.



THATCHER COMPANY MATERIAL SAFETY DATA SHEET
PRODUCT: ALUMINUM SULFATE SOLUTION
Page 3 of 3

STEPS TO BE TAKEN IF MATERIAL SPILLS OR LEAKS:

Wear proper safety equipment. Dike the spill and recover as much as possible into drums. Flush residue to sewer with large amounts of water (ONLY if permitted by all applicable regulations).

WASTE DISPOSAL METHOD:

Not an EPA hazardous waste. Dispose of in landfill or other appropriate disposal facility. Comply with all local, state and federal regulations.

SECTION VIII - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION:

None normally required.

VENTILATION:

Maintain adequate ventilation.

EYE PROTECTION:

Chemical goggles.

SKIN PROTECTION:

Rubber gloves, long-sleeved shirt.

OTHER PROTECTIVE EQUIPMENT:

As needed to prevent contact with eyes and skin.

ACGIH = American Conference of Governmental Industrial Hygienists

CL = Ceiling Level

IARC = International Agency for Research on Cancer: Monographs

OSHA = Occupational Safety and Health Administration

N/A = Not Applicable

NTP = National Toxicology Program: Annual Report on Carcinogens

PEL = Permissible Exposure Level (OSHA)

TLV = Threshold Limit Value (ACGIH)

TWA = Time Weighted Average over 8 Hours

STEL = Short Term Exposure Limit (ACGIH)

ND = Not Determined

This information is, to the best of our knowledge, accurate but may not be complete. THATCHER COMPANY furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness, or reliability.

THATCHER COMPANY OF CALIFORNIA

12020 Woodruff Avenue, Unit C, Downey, CA 90241



CHEM

Phone (562) 803-0563

Fax (562) 803-8697

*MAILING ADDRESS NOTICE
FOR
BIDS, REQUEST FOR QUOTATIONS,
CONTRACTS/AGREEMENTS*

Effective immediately, please mail all requests for quotations, bids, contracts/agreements, and insurance requests to:

Wendy Richmond
Thatcher Company of California
P. O. Box 27407
Salt Lake City, UT 84127-0407
E-mail: wendy.richmond@tchem.com

Payments should be mailed to:

Thatcher Company of California
P.O. Box 27407
Salt Lake City, UT 84127-0407

Purchase orders and orders should be mailed or e-mailed to:

Pam Thederan
Thatcher Company of California
12020 Woodruff Avenue, Unit C
Downey CA 90241
E-mail: pam.thederan@tchem.com

(Please find enclosed a stamped, self-addressed envelope for a copy of the bid tabulation.)



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Attachment 1

BID RESULTS – BID NO. B113351024

Bidders:	Thatcher Company of California	Graymont Western US, Inc.	General Chemical	Sierra Chemical	Kemira Water Solutions
Category 1 – Liquid Aluminum Sulfate (Alum)	\$1,794,500	NO BID	\$2,450,000	NO BID	NO BID
Category 2 – Quicklime	NO BID	\$285,000	NO BID	NO BID	NO BID
Sub-Total	\$1,794,500	\$285,000	\$2,450,000		
5% E/SBE Preference	No	No	No		
1% City Limit Preference	No	No	No		
Prompt Payment Discount	No	No	No		
Total Bid Evaluation	\$1,794,500	\$285,000	\$2,450,000	NO BID	NO BID

Award of Contracts to: Alum: Thatcher Company of California
P.O. Box 27407
Salt Lake City, UT 84127
Total Contract Amount: \$ 12,099,299*

Quicklime: Graymont Western US, Inc.
3950 South 700 East, Suit 301
Salt Lake City, UT 84107
Total Contract Amount: \$ 1,921,630*

*The lowest responsible bid amounts of \$1,704,500 and \$285,000 represents the total for the quantities selected for evaluation purposes only, which was calculated on annual historical usage. Authorization is requested to enter into contracts in an amount not to exceed \$ 14,020,929, which anticipates annual cost increases and more closely reflects the actual amount anticipated to be expended overall for these potential five-year contracts.