

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

## **REQUEST FOR QUOTATION (RFQ) No. 2118 for DEWATERING POLYMERIC FLOCCULANTS**

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For complete information regarding this project, see RFQ posted at <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFQ process, for any published addenda regarding this RFQ.

**RESPONSE DUE**  
by  
**1:30 p.m.**  
on  
**October 6, 2021**  
at  
**EBMUD, Purchasing Division  
375 Eleventh St., First Floor  
Oakland, CA 94607**

**EAST BAY MUNICIPAL UTILITY DISTRICT****RFQ No. 2118****for****DEWATERING POLYMERIC FLOCCULANTS****TABLE OF CONTENTS**

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EXHIBIT A – RFQ RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT D – PRE-TRIAL AND TRIAL TESTING AND SPECIFICATIONS

EXHIBIT E – DEWATERING POLYMER EVALUATION FORMULA

## I. STATEMENT OF WORK

### A. SCOPE

It is the intent of these specifications, terms, and conditions to describe requirement to furnish and deliver polymeric flocculants on an as-required basis to the East Bay Municipal Utility District (District) Main Wastewater Treatment Plant. Polymeric flocculants will be used to dewater digested sludge from an anaerobic digestion process.

The District intends to award a two (2) year contract, with three (3) options to renew for one-year periods, to the lowest, responsive bidder conforming to the RFQ and meeting District requirements.

### B. BIDDER QUALIFICATIONS

Qualified bidders shall have a minimum of 5 years' experience regularly engaged in the business of manufacturing of polymeric flocculants for sludge dewatering for municipal wastewater treatment facilities. **BIDDERS SHALL SUBMIT THE FOLLOWING PROOF OF THEIR QUALIFICATIONS WITH THE BID. Failure to do so may render the bid nonresponsive.**

1. Location of the polymer manufacturing facility and statement attesting to capacities to manufacture, furnish and deliver the product specified.
2. List of major chemical constituents used in production process and statement attesting to your ability to procure these process components.
3. Statement that /Contractor has and will maintain competent field service personnel available on a 24 hour/day 7 day/week basis for the entire contract period.
4. The names and phone numbers of at least 3 references who can report about the successful use of polymers under similar quantities, applications and conditions within the last five year

### C. SPECIFIC REQUIREMENTS

1. Under this proposal, it is required that polymeric flocculants be furnished and delivered f.o.b. destination to the District's Main Wastewater Treatment Plant (MWWTP) located at 2020 Wake Avenue, Oakland, California, as ordered.
2. The polymeric flocculant shall be delivered in liquid emulsion form readily soluble in water. It shall not adversely impact the plant's effluent bioassay monitoring. It

shall be in compliance with all applicable laws and regulations, including but not limited to relevant Air Quality Monitoring Board regulations and have no objectionable odor in the work environment. The liquid form and solution of the material shall be nonflammable and noncorrosive. The District reserves the right to disqualify any product which in the opinion of the District that poses a safety hazard, health hazard, or odor problem to treatment plant personnel. ANY EQUIPMENT BEYOND THE EXISTING DISTRICT EQUIPMENT, NEEDED TO STORE, MIX AND DISTRIBUTE THE POLYMER SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR ON A "NO CHARGE" BASIS TO THE DISTRICT. ANY CONTRACTOR SUPPLIED EQUIPMENT WILL REQUIRE DISTRICT REVIEW AND APPROVAL PRIOR TO INSTALLATION.

3. The District currently has three (3) 6,500-gallon tanks to support centrifuge dewatering. If necessary, additional tanks and associated piping shall be furnished and installed by the Contractor at no cost to the District.

The dewatering polymer Contractor shall be responsible for supplying any additional equipment, beyond the existing District equipment, needed for the make-down and mixing of the polymer, including all installation labor and materials. Contractor must have backup equipment of equal or better capacity. The Contractor will be solely responsible for the maintenance of the equipment and be able to respond to equipment malfunctions within a 24-hour period of notification.

#### D. QUANTITY

Approximately 24,000 tons per year of digested sludge (dry solids) will be processed through dewatering centrifuges during the annual life of this contract. The quantity of digested sludge specified on the Bidding Sheet (Exhibit A) is to be used for bid evaluation only. The actual amount to be thickened or dewatered during the life of this contract could increase or decrease in any amount.

It is estimated that the total amount of sludge to be dewatered will be between 20 to 30 tons of feed solids (dry solids) per 8-hour shift with the average being approximately 22 tons feed solids (dry solids). The District plans to run 24 hours per day with the possibility of a maximum feed of 90 tons per day.

In the event any shipment or shipments of a Contractor's product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor.

In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

E. DELIVERY

Deliveries shall be during the two (2)-year period beginning approximately November 22, 2021, and ending November 21, 2023, with an option for three (3) one (1)-year extensions. **It is the Contractor's responsibility to maintain production and delivery facilities necessary to supply polymer to meet the District's needs considering the bid dose rate, on-site storage capacity, and production/transit time. The Contractor must deliver product within two weeks upon receipt of order.** In the event the contractor fails to make deliveries on schedule, the District reserves the right to purchase material on the open market and charge the Contractor for any costs incurred above the contract price. Time is of the essence in this contract.

The bidder to whom a contract is awarded will be required to furnish and update, as necessary, a list of telephone numbers and names of the responsible parties to be called on a 24-hour, 7-days-per-week basis in the event of an emergency or unusual operational condition.

F. DELIVERABLES / REPORTS

A Safety Data Sheet must be submitted prior to any polymer deliveries.

B. **Product specifications and QA/QC procedures shall be submitted by bidders prior to the final trial test or the bidder may be rendered nonresponsive:**

1. Product specifications at a minimum shall include the following data:

- Polymer type
- Polymer trade name
- Percent of total solids
- Minimum percent of active solids
- Maximum percent of inert solids
- Molecular weight
- Bulk density range
- Viscosity range

2. Analytical procedures describing the methods and procedures for determining and verifying the percent total solids, percent active solids, molecular weight, bulk density, charge density, and viscosity. QA/QC analytical procedures are to be within the capability of the District's laboratory.

3. The bidder's Specification Sheet provided in Attachment 1 of this document shall be submitted as part of the Proposal. The submitted specifications will become part of the subsequent contract for the successful product.
4. A \$1000.00 deposit will be required for each bulk container. The deposit shall be a cashier's check payable to **East Bay Municipal Utility District**. This deposit will be refunded within fourteen days of the container being removed from the plant site by the Bidder. If the Bidder has not removed the container(s) within fourteen days following completion of his/her firm's testing, this deposit will be used by the District to remove the container(s). CONTACT BONNIE YEE, ADMINISTRATIVE ASSISTANT, AT (510) 287-1409, OR ADAM ENGELL, AT (510) 287-2152 TO SUBMIT DEPOSIT CHECKS PRIOR TO DELIVERY OF ANY MATERIALS.

Within five (5) days of request from the District, Contractor shall submit a list and drawings for any additional proposed equipment to be supplied during the length of the contract to store, mix, and distribute the polymer beyond the existing District equipment. Any Contractor supplied equipment will require District review and approval prior to installation.

G. FAILURE TO MEET SPECIFICATIONS

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

H. INSPECTION

The District may inspect and sample the material for each delivery. If the percent activity or performance of a polymeric flocculant sample is outside the performance range and original bid specifications, the shipment will be rejected. The Contractor is solely responsible for ensuring the material arrives at the District's ship-to location free of defects and is manufactured in strict conformance with the specifications.

## II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFQ Issued	July 7, 2021	
Deadline For Submission of Questions	July 20, 2021	
Bench Testing	July 12 – July 23, 2021 7:30 a.m. – 3:00 p.m.	at: East Bay Municipal Utility District MWWTP Dewatering Facility 2020 Wake Avenue Oakland, CA 94607
MANDATORY Pre-Trial Field Testing	August 2 – August 13, 2021 7:00 a.m. – 3:00 p.m.	at: East Bay Municipal Utility District MWWTP Dewatering Facility 2020 Wake Avenue Oakland, CA 94607
MANDATORY FINAL TRIAL TESTING	September 7 – September 17, 2021 6:30 a.m. – 4:00 p.m.	at: East Bay Municipal Utility District MWWTP Dewatering Facility 2020 Wake Avenue Oakland, CA 94607
Bid Response Due	October 6, 2021 by 1:30 p.m. At this time all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St., Oakland, CA 94607*	
Anticipated Contract Start Date	November 22, 2021	

**Note:** All dates are subject to change by District.

\*Due to COVID-19, in-person bid inspection will be suspended. Following the opening a list of submitted pricing will be posted to:

<https://www.ebmud.com/business-center/materials-and-supplies-bids/>

Bidders are responsible for reviewing <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> for any published addenda. Hard copies of addenda will not be mailed out.

### A. MANDATORY PRE-TRIAL AND MANDATORY FINAL TRIAL FIELD TESTING

PLEASE REFER TO EXHIBIT D FOR COMPLETE INFORMATION, INSTRUCTIONS AND REQUIREMENTS FOR THE PRE-TRIAL AND FINAL TRIAL TESTING AND SPECIFICATIONS.

Mandatory Pre-Trial and Final Trial field testing will be held to:

1. Allow the Contractor to perform Pre-Trial field testing of up to three (3) polymer products on existing dewatering equipment and digested sludge flows to qualify acceptable performance parameters.
2. Allow the District to verify the Contractor selected polymer product will achieve specified performance standards for existing equipment and sludge conditions

3. **Allow the District to verify the Contractor bid price is representative and reflective of polymer performance and real costs to the District.**

**\*\*\*In order to be eligible to bid on this RFQ, a representative from the bidder's company MUST provide product for Pre-Trial field testing and Final Trial field testing, and sign in to confirm attendance. Submissions from non-qualified vendors will be rejected.**

**PRE-TRIAL FIELD TESTING**

**August 2 – August 13, 2021**

**7:00 a.m. – 3:00 p.m.**

**FINAL TRIAL TESTING**

**September 7– September 17, 2021**

**6:30 a.m. – 4:00 p.m.**

**TO PARTICIPATE IN THE PRE-BID PROCESS, PLEASE CONTACT WILLIAM LOCONTE, ASSISTANT WASTEWATER SHIFT SUPERVISOR, AT OFC.(510) 287-1522, CELL (510) 912-0215 OR JUAN HERRERA, ASSISTANT WASTEWATER SHIFT SUPERVISOR, AT (510) 287-1522, CELL ( 510)-912-0158 BY JULY 16, 2021 TO SET UP AN APPOINTMENT FOR TESTING.**

**CONTACT BONNIE YEE, ADMINISTRATIVE ASSISTANT, AT (510) 287-1409, OR ADAM ENGELL, AT (510) 287-2152 TO SUBMIT DEPOSIT CHECKS PRIOR TO DELIVERY OF ANY MATERIALS.**

### **III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

#### **A. RFQ ACCEPTANCE AND AWARD**

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District reserves the right to award to a single or to multiple Contractors, dependent upon what provides the lowest overall cost to the District.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms or conditions, issued by the District, or those included in the bidder's submission, in relation to this RFQ, may be incorporated into any purchase order or contract that may be awarded as a result of this RFQ.



5. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

**B. LOW BID DETERMINATION**

The District will use the Dewatering Polymer Evaluation Formula in Exhibit E to evaluate bids and Final Trial test performance by determining a bidder's 'Total Net Polymer Cost' to the District. Low bid will be determined by the District calculating the bidder's "Total Net Cost from Incumbent" price based on the results of individual Final Trials and calculating the difference from the Total Net Polymer Cost from Incumbent trials. Incumbent polymer will be tested for each Final Trial test week to compare bidder products against the same condition of sludge in the wastewater plant. The Total Net Polymer Cost will be based on the sum of the Polymer Bid Dosage Cost (submitted by bidders in this Proposal), the Dewatering Solids Recovery Cost, and the Sludge Hauling Cost Factor shown in Exhibit E.

In the event of a discrepancy between the "Neat" price and the polymer bid unit price (M, \$/active-lb), the "Neat" price will prevail and the District may insert that price into the Dewatering Polymer Evaluation Formula for final bid evaluation.

**C. BRAND NAMES, APPROVED EQUIVALENTS, DEVIATIONS, AND EXCEPTIONS**

Any references to manufacturers, trade names, brand names, and/or catalog numbers are intended to be descriptive, but not restrictive, unless otherwise stated, and are intended to indicate the quality level desired. Bidders may offer an equivalent product that meets or exceeds the specifications for qualification in the Pre-Trial and Final Trial Testing period. **Only products pre-approved during that time period will be considered eligible for bid submission/consideration.**

The District reserves the right to be the sole judge of what shall be considered equal and/or acceptable, and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the brand and/or product referenced in this RFQ will be supplied.

**Taking exception to the RFQ, or failure on the part of the bidder to comply with all requirements and conditions of this RFQ, may subject the RFQ response to rejection. If no deviations are shown, the bidder will be required to furnish the material exactly as specified. The burden of proof of compliance with the specifications will be the responsibility of the bidder.**

This RFQ is subject to acceptance only on the terms and conditions stated in this RFQ. Any additional or different terms and conditions proposed by the bidder are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by the District.

D. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

E. PRICE ADJUSTMENTS

Prices shall be firm for the initial one-year term of the contract. Thereafter, the District may consider price increase requests in determining compensation no more than once per every twelve months for the term of this Agreement and extension periods. Price increase requests may require additional documentation proof of the factors warranting the increase. Price decrease requests can be submitted at any time during the terms of this Agreement and extension periods. The seller is expected to manage costs associated with labor, overhead, and GS&A for the life of the original agreement and all related option-year extension periods.

F. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) work days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was

sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven work day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

#### G. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. POs and payments for products and/or services will be issued only in the name of Contractor.

3. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

#### H. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be two (2) years.
2. At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for three (3) additional one-year terms at agreed prices with all other terms and conditions remaining the same. In the event that a Contractor does not agree to an extension, the District shall be given a minimum of 90 days notice to locate a suitable replacement contractor.
3. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
4. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

#### I. INVOICING

1. Each delivery must be accompanied by shipping documents (certified weight slips) showing gross weight and tare weight of each load. Payment shall be based on the total pounds of delivered polymer per load and the unit price per pound.
2. The District has installed a scale at the Wastewater Treatment Plant. The District reserves the right to use that scale for weight verification or as a basis of billing for material purchased under the contract.
3. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
4. The District shall notify Contractor of any invoice adjustments required.
5. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized products and/or services description.
6. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

**J. PILOT PROGRAM TESTING**

The District reserves the right to utilize the existing District facilities for purposes of experimentation and testing of polymeric flocculants at times and under circumstances to be decided upon by the District. Experimentation and testing may be conducted using polymeric flocculants provided by the Contractor hereunder, and by other manufacturers, and will be purchased by purchase orders.

The District may be conducting pilot testing programs with various dewatering equipment during the term of the contract. The District reserves the right to use polymeric flocculants provided by Contractor hereunder, or other polymers furnished by Contractor or other manufacturers, during the pilot programs.

**K. QUALITY CONTROL**

The District will analyze samples from material shipped for quality consistency. In the event that any significant deviation in polymer performance or established feed rates occur, or if the analyses indicate a significant quality inconsistency, the District may require lab certification on further shipments and replacement of defective material. Continued quality deviations will be considered grounds for termination of the contract for default.

The Contractor shall provide training to District laboratory personnel on QA/QC laboratory procedures if the District so requests. The District reserves the right to use other procedures than those submitted by the Contractor in order to further assure quality control.

**IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION****A. DISTRICT CONTACTS**

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are to be contacted only for the purposes specified below.

**TECHNICAL SPECIFICATIONS:**

Attn: William Loconte, Assistant Wastewater Shift Supervisor  
EBMUD-Treatment Division/Wastewater Department  
E-Mail: [william.loconte@ebmud.com](mailto:william.loconte@ebmud.com)  
PHONE: (510) 287-1522

**CONTRACT EQUITY PROGRAM:**

Attn: Contract Equity Office  
PHONE: (510) 287-0114

AFTER AWARD:

Attn: Kevin Dickison, Wastewater Treatment Superintendent

EBMUD-Treatment Division/Wastewater Department

E-Mail: [kevin.dickison@ebmud.com](mailto:kevin.dickison@ebmud.com)

PHONE: (510) 287-1502

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.
3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail (“e-mail”).
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.

5. RFQ responses are to be addressed/delivered as follows:

Mailed:

East Bay Municipal Utility District  
DEWATERING POLYMERIC FLOCCULANTS  
RFQ No. 2118  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

East Bay Municipal Utility District  
DEWATERING POLYMERIC FLOCCULANTS  
RFQ No. 2118  
EBMUD–Purchasing Division

375 Eleventh Street, First Floor  
Oakland, CA 94607

**Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.**

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the bidder offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFQ documents.
10. It is understood that the District reserves the right to reject any or all RFQ responses.
11. RFQ responses will only be accepted from bidders who have completed the Pre-Trial and Final Trial Process. RFQs from non-qualified companies will be returned unopened.



**EXHIBIT A**  
**RFQ RESPONSE PACKET**  
**RFQ No. 2118 – DEWATERING POLYMERIC FLOCCULANTS**

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: \_\_\_\_\_

(Official Name of Bidder)

**RFQ RESPONSE PACKET GUIDELINES**

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES AND ONE (1) COPY CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFQ RESPONSE PACKET**
    - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”**





## **BIDDER INFORMATION AND ACCEPTANCE**

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned acknowledges that RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.

11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:

- ☐ Bidder is not an SBE and is ineligible for any bid preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

\*If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## BID FORM

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Item	Estimated Annual Quantity	Description	Polymer Bid Dosage Rate (X) active-lbs./dry ton	Polymer Bid Unit Price (M) \$/active-lb.	Total Price (X*M*24000)
1	24,000 dry tons/year	Dewatering polymeric flocculant in sufficient quantity to dewater digested sludge (wet weight), as specified.	_____	\$ _____	\$ _____



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFQ response shall include a description of the bidder’s capabilities and approach in providing its goods and/or services to the District, and provide a brief synopsis of the highlights of the RFQ response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Location of the polymer manufacturing facility:** To also include a statement attesting to capacities to manufacture, furnish and deliver the product specified.benchmark.
3. **List of major chemical constituents:** To be used in the production process and a statement attesting to your ability to procure these process components.
4. **A Statement:** That the Contractor has and will maintain competent field service personnel available on a 24 hour/day 7 day/week basis for the entire contract period.
5. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm.

If applicable, please also provide any information you have available on the below:

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>
6. **References:**
  - (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.

- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - Bidders must verify the contact information for all references provided is current and valid.
  - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

7. **QUESTIONNAIRE FORM**

8. **SPECIFICATION FOR EACH CHEMICAL FORM**

9. **Exceptions, Clarifications, Amendments:**

- (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder's RFQ response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFQ Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

10. **Contract Equity Program:**

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Contractor Employment Data and Certification". Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFQ response.



## REFERENCES

### RFQ No. 2118 – DEWATERING POLYMERIC FLOCCULANTS

**Bidder Name:** \_\_\_\_\_

**Bidder must provide a minimum of three (3) references who have used your polymer under similar quantities, applications, and conditions within the last five years**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



## **REFERENCES**

RFQ No. 2118

DEWATERING POLYMERIC FLOCCULANT

QUESTIONNAIRE

1. Location of polymer manufacturing facility and production capacity.
  
  
  
  
  
  
  
  
  
  
2. Location of shipping point and shipping capacity.
  
  
  
  
  
  
  
  
  
  
3. Special mixing, feeding, and/or liquid storage equipment required in addition to existing District equipment to be furnished by the Contractor.
  
  
  
  
  
  
  
  
  
  
4. Name and location of field service personnel and hours of available service.





# REFERENCES

## RFQ No. 2118

### DEWATERING POLYMERIC FLOCCULANT

#### SPECIFICATION FOR EACH CHEMICAL

#### SPECIFICATION SHEET

- These specifications constitute the Specification of the product being bid.
- All test methods and procedures used to determine Specifications shall be furnished with bid. \*\*

Polymer Supplier	
Polymer Type	
Polymer Trade Name	
Polymer % Active	%
Price per Pound Active	\$
Price per Pound Neat	\$

	Report Units in	Specification
<b>Minimum Active Solids**</b>	<b>Wt %</b>	
Residual Acrylamide**	%	
<b>Maximum Inert Solids**</b>	<b>Wt %</b>	
Viscosity Range**	cPs	
UL Viscosity**	cPs	
0.5 % Solution pH**	None	
0.25% sol. at 25 degrees centigrade		
<b>Cationicity**</b>	<b>%</b>	
Molecular Weight**		
Bulk Density Range**	lbs/gal	

For Neat Liquid Polymers		
Specific Gravity	none	
Percent Active Solids**	%	
Freezing Point**	Fahrenheit	
Flash Point**	Fahrenheit	

#### Life in days:

<b>Neat Liquid</b>	



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFQ No. 2118 – DEWATERING POLYMERIC FLOCCULANTS

Bidder Name: \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder's RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Print additional pages as necessary



## **CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY**

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all contractors regardless of their race, gender or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your bid.

Non-compliance with the Guidelines may deem a bid non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

**[Contract Equity Guidelines and Forms](#)**

The CEP guidelines and forms can also be downloaded from the District website at the following link:

**<http://ebmud.com/business-center/contract-equity-program/>**

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



## **EXHIBIT B**

# **INSURANCE REQUIREMENTS**

BIDDER shall take out and maintain during the life of the Agreement all insurance required and BIDDER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

BIDDERS are not required to submit completed insurance verification documents with their bid, but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

## **Workers' Compensation and Employer's Liability Insurance Coverage**

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
  - Coverage B. Employer's Liability of not less than:
    - Bodily Injury by accident: \$1,000,000 each accident
    - Bodily Injury by disease: \$1,000,000 each employee
    - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

## **INSURANCE VERIFICATION DOCUMENTS**

### **Verification of Workers' Compensation and Employer's Liability Insurance Coverage**

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

**Self-Insured Retention:Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

### **III. Commercial General Liability Insurance ("CGL") Coverage**

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.

F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

G. There will be no exclusion for explosions, collapse, or underground liability (XCU).

H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR's behalf.

I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR's failure to provide the waiver of subrogation from its insurance carrier(s).

K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

#### **Verification of Commercial General Liability (CGL) Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Limit: Per Occurrence: \$** \_\_\_\_\_ **Aggregate: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_



**Insurance Carrier Name:**\_\_\_\_\_

**Insurance Broker or Agent: Print Name:**\_\_\_\_\_

**Insurance Broker or Agent's Signature:**\_\_\_\_\_

#### **IV. Business Auto Liability Insurance Coverage**

CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000

Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing

Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

#### **Verification of Business Auto Liability Insurance Coverage**

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Accident/Occurrence \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

#### **V. Pollution Liability Insurance Coverage**

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

Each Claim or Occurrence Limit: \$2,000,000;

Aggregate Limit: \$2,000,000.

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

E. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

#### **Verification of Pollution Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Limit: Per Claim \$** \_\_\_\_\_ **Aggregate: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

## **VII. Excess and/or Umbrella Liability Insurance Coverage**

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
2. Coverage shall be included for all premises and operations in any way related to this Agreement.
3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.

9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

# EXHIBIT C

## GENERAL REQUIREMENTS

Effective: June 9, 2021  
Supersedes: September 1, 2021

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#### 1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved

Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

## 2. BOND

- a. When required in the District's bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

### **3. CONTRACTOR'S FINANCIAL OBLIGATION**

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

### **4. SAMPLES OR SPECIMENS**

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

### **5. MATERIAL AND WORKMANSHIP**

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.



**6. DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

**7. WARRANTY**

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

**8. NOT USED**

**9. SAFETY AND ACCIDENT PREVENTION**

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

**10. CHARACTER OF WORKFORCE**

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

## **11. PREVAILING WAGES & DIR REGISTRATION**

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required to post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to

each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## **12. PAYROLL RECORDS & ELECTRONIC SUBMISSION**

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.

- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

### **13. HOURS OF LABOR**

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

### **14. EMPLOYMENT OF APPRENTICES**

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

## **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.
- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in

accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **16. EFFECT OF EXTENSIONS OF TIME**

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of

the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather as defined in Article 8.5, and Acts of God.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the

Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **18. TERMINATION**

### **a. Termination by the District for Cause:**

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  3. A receiver is appointed to take charge of the Contractor's property.
  4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.



8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.

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9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
10. The Contractor is in default of any other material obligation under the Contract Documents.

- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims

for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.

ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
3. Any proven losses with respect to materials and equipment directly resulting from the termination.
4. Reasonable demobilization costs.

iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or

project. The Contractor agrees to sign a general release incorporating this waiver.

- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **19. DAMAGES**

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## **20. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet.
- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.

- v. Notes apply only to the drawing where the notes appear, unless classified as “typical” or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
- vi. Typical details apply to all drawings unless a specific different detail is shown.

## **21. INDEMNIFICATION**

Contractor expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys’ fees, arising out of or resulting from Contractor's, its associates’, employees’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

## **22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

## **23. NEWS RELEASES**

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

## **24. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

## **25. COVENANT AGAINST GRATUITIES**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**26. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**27. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

**28. CONFIDENTIALITY**

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

# EXHIBIT D

## TRIAL TESTING AND SPECIFICATIONS

### A. Trial Testing

Bid Trials will consist of three phases:

Bench-scale Tests: At their option, Bidders will be allowed to perform bench-scale tests prior to the Pre-Trial.

Pre-Trial Tests: Each bidder will be allowed up to three (3) products during two (2) days of Pre-Trial testing to determine a suitable polymer type and bid dose for the Final Trial test.

Final Trial Test: One (1) product will be tested for each bidder during the one (1) day Final Trial on a (1) high-speed dewatering centrifuge.

NOTE: Bidders are required to participate in Pre-Trial and Final Trial field testing to qualify to submit a bid.

The bidder's Final Trial polymer tests will be scheduled on Tuesdays, Wednesdays, or Thursdays and a control polymer (Incumbent) will be trialed one (1) day each final trial test week.

**Contact William Loconte at ofc. (510) 287-1522, cell (510) 912-0215 or Juan Herrera at (510) 287- 1522, cell (510)-912-0158 as soon as possible to reserve times and dates for Pre-Trial and Final Trial testing.**

### PROPOSED POLYMER TRIAL SCHEDULE

The following is an estimated timeframe for testing, trials and evaluation. The District will establish appointments for testing based on the number of participants and equipment availability.

Bench Testing:	July 12 – July 23, 2021
Pre-Trial Testing:	August 2 – August 13, 2021
Final Trial Testing:	September 7 – September 17, 2021
<b>Bid Opening:</b>	<b>October 6, 2021</b>

### B. Trial Products

The bidder will be required to furnish, free of charge, enough polymer in totes for the full-scale Final Trial test on one (1) high-speed centrifuge, at least two (2) full days before the final trial date. Any delays or revisions to the testing schedule due to late polymer deliveries will be at the discretion of the District and are not guaranteed. Existing District polymer storage tanks will not be utilized for test purposes. Bidders will be responsible for removal of all unused materials and

containers within fourteen (14) calendar days after the field test. Failure to do so will result in the loss of the deposit required in Section 4, Deliverables, item F.

### C. Shipments of Trial Products

Shipments of trial polymer products will be accepted Monday through Sunday 7:00 a.m. to 2:00 p.m. at the address below. Prior notification of shipment shall be given to William Loconte at ofc. (510) 287-1522, cell (510) 912-0215 or Juan Herrera at ofc. (510) 287-1522, cell (510)-912-0158.

**East Bay Municipal Utility District  
2020 Wake Ave.  
Oakland, CA 94607  
Attn: William Loconte**

Vendors are required to arrange for polymer totes to be off-loaded from the delivery vehicle and placed at ground level at the time of delivery. All delivered totes must be suitable for transport via forklift.

Product Specifications Sheets, QA/QC Documentation, Analytical Procedures AND Safety Data Sheets are required before the Final Trial commences. Vendors must ensure the District is in possession of this documentation at least **five (5) business days** before the start of the designated Final Trial date. At minimum, one copy of each form of documentation should be emailed to the **Operations Contact: William Loconte [William.loconte@ebmud.com](mailto:William.loconte@ebmud.com) and Juan Herrera [juan.herrera@ebmud.com](mailto:juan.herrera@ebmud.com)**, within this time period. This documentation shall additionally be **included as part of the final bid submittal**.

## PERFORMANCE OF DEWATERING POLYMERIC FLOCCULANT

### A. Conditions

1. Polymer will be diluted with treated plant effluent into stock solution and dosed at the centrifuge bowl directly from the age tanks (bowl feed). Centrifuge Operating Parameters, such as batch concentrations or machine settings, will be established during the Pre-Trial and will not be changed during the Final Trial.Pre-Trial
2. Upon request, available data concerning sludge characteristics over the last 3 months will be provided by the District, including: total solids, volatile solids, and other digester chemistry. Requests for data will be provided on a 72 hour turnaround. Contact William Loconte at cell (510) 912-0215 or Juan Herrera at cell ( 510)-912-0158 to request data.
3. Trials will be conducted on the high-speed Dewatering Centrifuge Model - Flottweg Decanter Z 73.

4. The bidders will bid based on their unit cost and qualifying bid dose determined through Final Trial testing, which provides the lowest net cost to the District. Bid price will be evaluated by the District with the Dewatering Polymer Evaluation Formula shown in Section 2.6 of this document.

<b>Polymer Bid Dosage Cost</b>	<b>=</b>	<b>Bid Dose</b> (active-pounds of polymer/dry ton of feed sludge)	<b>X</b>	<b>Polymer Bid Unit Cost</b> (\$/active-pound of polymer)	<b>=</b>	<b>\$/dry ton</b>
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5. Sludge characteristics are as follows:

	Digested Sludge
Feed Solids Concentrations % Total solids, TS	2.0-3.0 %
Approximate Dry Ton (DT) of Solids Treated Annually	24,000 DT
Dewatering High-speed Centrifuge	Flottweg Decanter Z 73 KHD

#### B. Performance Criteria

Effectiveness of the polymeric flocculant at meeting the minimum performance standards as specified shall be demonstrated and determined by final trial tests on District equipment. Required performance standards are as follows.

Centrifuge		Dewatering
Cake (%TS) Minimum	High-speed	<b>24 %</b>
Solids Recovery (%) Minimum		<b>95 %</b>
Feed rate (gpm)* Minimum	High-speed	<b>250</b>

\*Feed rate is exclusive of polymer dose



Solids recovery will be calculated using the following equation:

$$\text{Percent Solids Recovery} = \frac{s(f-e)}{f(s-e)} \times 100$$

Where: s = cake concentration, % total solids (TS)

f = feed concentration, % total solids (TS)

e = centrate concentration, % total suspended solids (TSS)

### C. Product Disqualification

The District reserves the right to disqualify any polymer prior to trials, or anytime thereafter, if it is determined that the product poses a safety or health hazard to plant personnel.

If Pre-Trial testing of a polymer results in unacceptable quality of the cake or centrate or poses an odor problem as solely determined by the District, that polymer will be disqualified from Final Trial testing. District personnel will determine the existence of unacceptable performance characteristics.

If a product is disqualified in Pre-Trials, a different product may be substituted in its place for Final Trials. The bidder will inform the District of the intent of trialing the alternative within five (5) days after the Pre-Trial testing.

### PRE-TRIAL TEST

#### Test Format:

1. Purpose of the Pre-Trial is for bidders to determine the appropriate chemical polymer, polymer batching concentration, machine settings and optimum polymer bid dosing rate for District equipment in the Final Trial test.
2. Each bidder will be given two (2) working days, 7:00am – 3:00pm, for Pre-Trial testing and will be allowed to test up to three (3) products.
3. Testing will be conducted on a District Flottweg high-speed centrifuge; if the high-speed dewatering centrifuges are non-operational at the time designated for testing, then a low-speed dewatering centrifuge will be used.
4. Bidders will be responsible for selecting machine settings for the high-speed centrifuge, where centrifuge torque is no greater than 35%, and polymer batching concentration is between 0.5 - 0.9,
5. Bidders will be responsible for sample collection and sample analysis during Pre-

Trials. District solids analysis equipment can be made available to bidders for use on test days if requested.

6. One (1) District Operations staff person will be available to assist with machine operation and mechanical adjustments as needed. District personnel will not assist in unofficial sample collection or analysis during Pre-Trials.
7. One sample set consisting of: feed sludge, cake, centrate, and polymer will be collected and analyzed by the District Laboratory for each polymer tested during Pre-Trials.
8. District Operations personnel will determine the existence of unacceptable performance characteristics and disqualify a polymer if it poses a hazard to District personnel or Plant operations.

## FINAL TRIAL TEST

### A. Final Trial Test Format

1. Prior to final bid submission and award of contract, Final Trial tests will be conducted on the bidder's polymer using District equipment to demonstrate that proposed polymer will meet the required performance standards at the bid dosage rate.
2. At least one (1) day before the Final Trial test date, bidders will be required to indicate their starting polymer dose rate (active-pounds per dry tons solids) and preferred machine settings for centrifuge torque, no greater than 35%, and polymer batching concentration, between 0.5 - 0.9, to be used on the day of Final Trial testing.
3. Product will be tested on one (1) of the District's high-speed dewatering centrifuges. If the high-speed dewatering centrifuges are non-operational at the time designated for Final Trial testing, then the low-speed dewatering centrifuges may be used for Final Trial testing.
4. Each bidder will have a maximum of nine (9) hours operating time to test the proposed polymer for the dewatering operation.
5. Each bidder is allowed to test one (1) product in the Final Trial. Each polymer will be evaluated based on solids recovery performance and dewatering cake dryness with the Dewatering Polymer Evaluation Formula.
6. One preliminary sample of the sludge feed will be collected the week of the polymer Final Trial test. This sample will be analyzed by the District Laboratory and the results provided to the bidder before the Final Trial test starts. The results for sludge feed solids (TS) will be used for setting polymer dose points. If

the Final Trial test laboratory results for sludge feed solids (TS) are greater than +/- 0.2% of the preliminary Final Trial sample, the Final Trial test may be retried at the discretion of the District, where:

- a. There is a direct impact on the four (4) lowest qualifying dose points

OR

- b. Greater than 25% of feed solids samples collected during the Final Trial are outside the +/- 0.2% range

7. Incumbent polymer will be tested each Final Trial test week to compare bidder products against the same condition of sludge in the wastewater plant.
8. District personnel will perform all Final Trial tests, including machine operation settings, sampling, analyses, data recording, and calculations. Information obtained from the Final Trial tests will be used as a basis for determining the responsiveness of the bid.
9. Final bid determination will be evaluated by the District for each bidder's "Total Net Cost from Incumbent" price based on the high-speed centrifuge results of the individual Final Trial test used in the Dewatering Polymer Evaluation Formula.
10. A bid which proposes a product not meeting the required criteria will be considered non-responsive and will be rejected. The next apparent low bidder will be chosen from the results of the Final Trial testing as described in this specification.
11. In case of conflict, interpretations and calculations made by the District will govern.
12. The bidder will be required to furnish, free of charge, enough polymer in totes for the full-scale Final Trial testing to test on one (1) high-speed centrifuge at least two (2) full days before the Trial date. Any delays or revisions to the Trial schedule due to late polymer deliveries will be at the discretion of the District and are not guaranteed. Existing District polymer storage tanks will not be utilized for test purposes. Bidders will also be responsible for removal of all unused materials and containers within fourteen (14) calendar days after the Final Trial test. Failure to do so will result in the loss of the deposit required in Section 1, Deliverables, item F.
13. Bidders will be limited to a maximum of **two (2) representatives** present during the Final Trial.

## B. Test Procedure

1. The Final Trial tests will be conducted on a (1) high-speed dewatering centrifuge to be chosen by the District.
2. The District will clean and prepare the designated centrifuge and calibrate designated instrumentation prior to testing.
3. The Final Trial test will be conducted in two (2) phases.
4. The first 2-hour phase will be used to establish and stabilize polymer and sludge feed rates. The bidder shall be available to assist in all aspects of handling and feeding the polymer, setting and maintaining the sludge feed rate and conducting any informal sample analysis during this period.
5. The second phase will consist of a 7-hour Final Trial test. This second phase will begin when the District is satisfied that machine and sludge conditions are within normal ranges and the polymer feed rate is established or at a maximum of 2 hours from the beginning of the first phase.
6. The centrifuges will be run at the specified sludge rate throughout the 7-hour test period. No dewatering centrifuge or backdrive adjustments will be made during the 7-hour test period.
7. Eight (8) discrete polymer dose rates will be established for the test sludge feed rate with a minimum of 45 minutes between each dose rate on the high-speed centrifuge. Each consecutive dose will be at least 1.0 active-lb/Dry Ton solids (act-lb/DT) apart in terms of polymer dosage.
8. Only District staff will adjust the polymer dose during the 7-hour final test phase. The bidder will indicate the desired starting polymer dose rate, polymer concentration, and centrifuge settings as determined from the Pre-Trial testing of that specific product and will not be altered during the Final Trial test.
9. Flow data will be collected on sludge feed and polymer dose at each of the eight discrete dose rates. Sludge Feed, Centrate, and Cake samples will be collected for each dose rate. Polymer samples will be collected at least once per polymer tote trialed.

## C. Sampling, Analysis, and Data Collection

1. The District will collect and analyze all samples. Contractors will have no access to official trial samples; split samples will be provided to the Contractor if requested in advance.
2. After each polymer dosage change, no samples will be collected for the first 45

minutes. Samples of sludge feed, cake and centrate will be collected after the minimum 45-minute interval. A total of eight (8) samples for sludge, cake, and centrate will be collected for each of the eight (8) discrete polymer dose rates. The samples for feed sludge and cake will be analyzed for total solids (TS) and the centrate for total suspended solids (TSS) by the District Laboratory.

3. Instantaneous readings of sludge feed rate and polymer solution feed rates will be recorded each half-hour. In addition, totalizer readings will be taken at the beginning and end of the 7-hour test period for sludge feed. Total neat polymer feed will also be measured.
4. A 250mL sample of neat polymer will be collected and analyzed by the District Laboratory for each tote used in the Final Trial test.

#### D. Data Evaluation

1. The District will calculate actual percent recovery for each interval of the 7-hour test.
2. The District will calculate percent total solids for each dosing point sample in the 7-hour test interval.
3. The District will calculate the actual average neat polymer feed rate, in active pounds of delivered liquid polymer per dry ton of sludge based on the District laboratory analytical percent TS results, totalized sludge flow, and the pounds of liquid polymer used during the test period.
4. Any polymer dosing rate in the Final Trial sample set, which meets or exceeds recovery and remains within the target dewatering sludge dryness range (greater than or equal to 95% for total solids recovery and 24% cake TS on the high-speed centrifuge) will be considered a qualifying dose rate.
5. A product will qualify for bidding if at least four (4) consecutive qualifying dose rates are obtained during the trial on the high-speed centrifuge. Each dose will be at least 1.0 act-lb/DT apart from the previous dosing rate.
6. Averages of cake TS, solids recovery and dosage data for the four (4) lowest qualifying dose rates on the high-speed centrifuge will be used in Dewatering Polymer Formula, see Section B Performance Criteria, to be used in the District's final bid evaluation.
7. The Final Trial test shall be considered valid if the Final Trial laboratory results for sludge feed solids (TS) are within +/- 0.2% of the preliminary Final Trial sample. If the Final Trial laboratory results for sludge feed solids (TS) are greater than +/- 0.2% TS of the preliminary Final Trial sample, the Final Trial test may be retried at the discretion of the District, where:

- a. There is a direct impact on the four (4) lowest qualifying dose points

OR

- b. Greater than 25% of feed solids samples collected during the Final Trial are outside the  $\pm 0.2\%$  range

# EXHIBIT E

## DEWATERING POLYMER EVALUATION FORMULA

The District will use the Dewatering Polymer Evaluation Formula to evaluate bids and Final Trial test performance by determining a bidder's 'Total Net Polymer Cost' to the District and calculating the difference from the Total Net Polymer Cost from Incumbent trials. The Total Net Polymer Cost will be based on the sum of the Polymer Bid Dosage Cost (submitted by bidders in this Proposal), the Dewatering Solids Recovery Cost, and the Sludge Hauling Cost Factor shown in Formulas 1 - 3 below.

Laboratory results from each bidder's qualifying Final Trial will be inserted into the formula detailed below and calculated by the District for Proposal evaluation purposes. The average polymer dosage, from the lowest four (4) qualifying dose rates, which produces the lowest overall cost will be utilized in the Dewatering Polymer Evaluation Formula.

### FORMULA:

1. Polymer Bid Dosage Cost Factor:  
$$[(24,000 \text{ DT/YR}) * (\mathbf{X} \text{ act-lbs polymer/DT}) * (\mathbf{M} \text{ \$/act-lb polymer})]$$
2. Dewatering Solids Recovery Cost Factor:  
$$[\{(24,000 \text{ DT/YR}) / (\mathbf{Y}/100)\} - (24,000 \text{ DT/YR})] * (\mathbf{X} \text{ act-lbs/ polymer/DT}) * (\mathbf{M} \text{ \$/act-lb polymer})$$
3. Sludge Hauling Cost Factor:  
$$[\{(24,000 \text{ DT/YR}) / (\mathbf{Zt}/100)\} - \{(24,000 \text{ DT/YR}) / (\mathbf{Zc}/100)\}] * (\mathbf{H} \text{ \$/WT})$$

Where:

- |           |  |
|-----------|--|
| <b>X</b>  | Polymer Bid Dosage in active pounds per dry ton (act-lbs/DT) |
| <b>M</b>  | Polymer Bid Unit Price (\$/active lb)                        |
| <b>Y</b>  | Solids Recovery in percent (%)                               |
| <b>Zt</b> | Cake Solids for Trial Polymer in percent (%)                 |
| <b>Zc</b> | Cake Solids for Incumbent control Polymer in percent (%)     |
| <b>H</b>  | Sludge Haul Cost \$56.00/Wet Ton (\$/WT)                     |

### **TOTAL NET POLYMER COST = 1+2+3**

Low bid will be determined by the District calculating the bidder's "Total Net Cost from Incumbent" price based on the results of their individual Final Trial test. Incumbent polymer will be tested for each Final Trial test week to compare bidder products against the same condition of sludge in the wastewater plant.

In the event of a discrepancy between the "Neat" price and the polymer bid unit price (M, \$/active-lb.), the "Neat" price will prevail, and the District may insert that price into the Dewatering Polymer Evaluation Formula for final bid evaluation.