

1 [Contract Approval - Univar USA, Inc. - Purchase of Sodium Hypochlorite - Estimated Not to
2 Exceed \$24,000,000]

3 **Resolution approving the contract between the City and County of San Francisco and**
4 **Univar USA, Inc., pursuant to Charter, Section 9.118(b), for purchase of sodium**
5 **hypochlorite with an initial amount not to exceed \$14,500,000 for a term of June 1,**
6 **2016, through May 31, 2019; with two options to extend the agreement for up to one**
7 **year each with a total amount not to exceed \$24,000,000 for the term ending May 31,**
8 **2021.**

9
10 WHEREAS, The Office of Contract Administration issued a competitive solicitation
11 through Contract Proposal 66325 for purchase of sodium hypochlorite in December 2015; and

12 WHEREAS, The Office of Contract Administration intends to award the contract for
13 sodium hypochlorite for all City departments to Univar USA, Inc., and the contract will have an
14 initial term of three years, from June 1, 2016, through May 31, 2019, with two possible one
15 year extensions for a total of five years; and

16 WHEREAS, The Office of Contracts Administration estimates that the contract amount
17 will be approximately \$14,500,000 for the initial three-year period, and will be approximately
18 \$24,000,000 for five years; and

19 WHEREAS, Charter, Section 9.118(b), requires Board approval by resolution of
20 contracts estimated to exceed \$10,000,000; now, therefore, be it

21 **RESOLVED, That the Board of Supervisors authorizes the Purchaser and Director of**
22 **the Office of Contract Administration to execute the contract with Univar USA, Inc. in the**
23 **amount described above for the term ending May 31, 2019, to commence following Board**
24 **approval, with two options to extend the contract for up to one year each at the sole and**
25

1 absolute discretion of the City, provided that the total contract amount for five years shall not
2 exceed \$24,000,000; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the contract being fully
4 executed by all parties, the Purchaser and Director of the Office of Contract Administration
5 shall provide the final contracts to the Clerk of the Board for inclusion into the official file.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<p>Item 3 File 16-0302</p>	<p>Department: General Services Agency - City Administrator's Office (CAO)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve a new contract between the City of San Francisco and Univar USA, Inc. (Univar) to purchase sodium hypochlorite for an amount not-to-exceed \$14,500,000 for a three-year term from June 1, 2016, through May 31, 2019. The contract allows two one-year options to extend the contract through May 31, 2021 for a not-to-exceed amount of \$24,000,000 and total term of five years. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Sodium hypochlorite is a chemical compound which is used for water treatment. It is used by the San Francisco Public Utilities Commission (SFPUC) to disinfect the potable water supply used for drinking water, and to treat wastewater to destroy disease-causing pathogens. The San Francisco International Airport (Airport) also uses sodium hypochlorite for its wastewater treatment. • In December 2015, the City issued a request for qualifications to select a new contractor to procure sodium hypochlorite. Univar was the lowest cost bidder, with a proposed average price of \$0.41 per pound of sodium hypochlorite. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The estimated annual cost for sodium hypochlorite is \$4,833,333. The budget includes contingency of approximately 19.7 percent should the SFPUC or the Airport require additional quantities of sodium hypochlorite based on changing conditions. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Sodium hypochlorite is a chemical compound which is used for water treatment. It is used by the San Francisco Public Utilities Commission (SFPUC) to disinfect the potable water supply used for drinking water, and to treat wastewater to destroy disease-causing pathogens. The San Francisco International Airport (Airport) also uses sodium hypochlorite for its wastewater treatment.

The City has purchased sodium hypochlorite for the past 30 years, and has been using the same active ingredient for over 100 years. The current contract between the City and Olin Corporation (Olin) to purchase sodium hypochlorite was approved by the Board of Supervisors in 2011 for an initial three-year term from March 1, 2011 through February 28, 2014 with two one-year extensions through February 28, 2016 for a total not-to-exceed amount of \$23,500,000 (File 10-1578). Actual contract expenditures through March 2016 were \$18,682,515, as shown in Table 1 below.

Table 1: Sodium Hypochlorite Expenditures for Last Five Years

	SFPUC Water	SFPUC Wastewater	Airport	Total
Mar 2011 to Feb 2012	\$355,097	\$378,180	\$33,500	\$766,777
Mar 2012 to Feb 2013	1,669,232	1,709,537	0	3,378,769
Mar 2013 to Feb 2014	1,738,964	2,086,723	76,000	3,901,687
Mar 2014 to Feb 2015	1,873,394	1,992,946	45,000	3,911,340
Mar 2015 to Mar 2016 ¹	2,345,794	4,347,597	30,550	6,723,941
Total	\$7,982,482	\$10,514,983	\$185,050	\$18,682,515

In December 2015, the City issued a request for qualifications to select a new contractor to procure sodium hypochlorite. The City received responses from Olin and Univar USA, Inc. (Univar). Univar was the lowest cost bidder, with a proposed average price of \$0.41 per pound of sodium hypochlorite, compared to Olin's proposed price of \$0.421 per pound. In February 2016, Olin challenged the award of the contract to Univar, which prevented the City from purchasing sodium hypochlorite from Univar. As a result, the Office of Contract Administration extended the contract with Olin to May 31, 2016 to ensure sufficient product is delivered and available to meet demand during this period. The SFPUC reports that Olin's challenge was subsequently denied.

¹ According to the SFPUC, spending on sodium hypochlorite increased during March 2015 through February 2016 because weather conditions, including earlier than anticipated heat conditions and heavy rains, required the department to use additional quantities of sodium hypochlorite to treat water and wastewater.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new contract between the City and Univar to purchase sodium hypochlorite for an amount not-to-exceed \$14,500,000 for a three-year term from June 1, 2016, through May 31, 2019. The contract allows two one-year options to extend the contract through May 31, 2021 for a not-to-exceed amount of \$24,000,000 and total term of five years.

FISCAL IMPACT

Under the proposed contract, Univar will provide sodium hypochlorite to the City at an average price of \$0.41 per pound, as shown in Table 2 below. The contract price is fixed over the first 12 months of the contract. After the first 12 months, the contractor may request annual price increases based on prices documented by: IHS Chemical Market Advisory Chemical Service, Global Chlor-Alkali Report, data reported on Caustic Soda Contract U.S. West Coast Average Contract Price, and the Contract Average Price, U.S. Gulf Coast for Chlorine.

As shown in Table 2 below, excluding the requested contingency amount, the total annual cost of the contract for the initial three-year term is \$4,036,401.

Table 2: Price per Pound of Sodium Hypochlorite for the Initial Three-Year Contract Term

	Number of Pounds	Price per Pound	Total
SFPUC Wastewater Enterprise	4,450,000	\$0.38	\$1,682,100
SFPUC Water Enterprise	5,019,000	\$0.38	1,897,371
SFPUC Water Enterprise (Small Delivery)	303,400	\$1.44	436,896
Airport	53,000	\$0.38	20,034
Total	9,825,900	\$0.41	\$4,036,401

The estimated annual cost for sodium hypochlorite for the initial three-year contract term is \$4,833,333, as shown in Table 3 below. The budget includes a contingency of approximately 19.7 percent should the SFPUC or the Airport require additional quantities of sodium hypochlorite based on changing conditions. As shown in Table 3 below, the total estimated cost of the initial three-year contract term is \$14,500,000.

Table 3: Estimated Cost of Sodium Hypochlorite through May 2019 for the Initial Three-Year Contract Term

	June 2016 to May 2017	June 2017 to May 2018	June 2018 to May 2019	Total
SFPUC Wastewater Enterprise	\$2,334,267	\$2,334,267	\$2,334,267	\$7,002,801
SFPUC Water Enterprise	1,682,100	1,682,100	1,682,100	5,046,300
Airport	20,034	20,034	20,034	60,102
<i>Subtotal</i>	<i>\$4,036,401</i>	<i>\$4,036,401</i>	<i>\$4,036,401</i>	<i>\$12,109,203</i>
Contingency @ 19.7%	\$796,932	\$796,932	\$796,932	\$2,390,796
Total	\$4,833,333	\$4,833,333	\$4,833,333	\$14,500,000*

* Totals may vary due to rounding

As stated above, the proposed contract with Univar includes two one-year options to extend the contract for a total not-to-exceed contract amount of \$24,000,000.

RECOMMENDATION

Approve the proposed resolution.

AWARD
Sodium Hypochlorite
For the Term June 01, 2016 through May 31, 2019

COMPANY INFORMATION

Name of Company: Univar USA Inc.
Address: 8201 S. 212th St.
City, State, Zip: Kent, WA 98032
Contact: Jennifer Perras
Telephone Number: (800) 562-4860
Fax Number: (408) 435-1735
E-mail: muniteam@univarusa.com

Company Representative: Jennifer Perras

To request service: Phone: (408) 435-8700
Fax: (408) 435-1735
Toll Free: (800) 659-5908

24-Hour Emergency Number: (650) 817-0140

Facility Location: 950 Loveridge Rd.
Pittsburg, CA 94565

Payment Terms: N30

Vendor Number: 19225

CBPO Number:

WARNING

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

CITY AND COUNTY OF SAN FRANCISCO
 OFFICE OF CONTRACT ADMINISTRATION
 PURCHASING DIVISION

66325

AWARD
Sodium Hypochlorite
 For the Term June 01, 2016 through May 31, 2019

AWARD SHEET

Aggregate 1

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Unit Price</u>
1	9190-36-03-4000 Sodium Hypochlorite Various Wastewater Sites	Lb. CL ₂	<u>\$.378</u>
2	9190-36-03-4200 Sodium Hypochlorite Various Water Sites	Lb. CL ₂	<u>\$.378</u>
3	9190-36-03-4300 Sodium Hypochlorite San Francisco International Airport	Lb. CL ₂	<u>\$.378</u>

Aggregate 2

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Unit Price</u>
1	9190-36-03-4200 Sodium Hypochlorite Various Water Sites- Sites with small deliveries	Lb. CL ₂	<u>\$1.44</u>

Emergency Surcharge Fee: Delivery within 24 hours:

Aggregate 1

<u>Item No.</u>	<u>Surcharge Fee</u>
1	<u>\$75/hour, 4 hour minimum</u>
2	<u>\$75/hour, 4 hour minimum</u>
3	<u>\$75/hour, 4 hour minimum</u>

Aggregate 2

<u>Item No.</u>	<u>Surcharge Fee</u>
1	<u>\$75/hour, 4 hour minimum</u>

AWARD
Sodium Hypochlorite
For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

Terms Related To Bidding

1. **When Bids Are Due; Bid Opening Procedures.** Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the first page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.
2. **Alternates.** When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from Purchasing's specifications.
3. **Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting

AWARD
Sodium Hypochlorite
For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>.

When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

4. **Place of Manufacture.** No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.
5. **Condition of Article.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.
6. **Samples.** Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.
7. **FOB Point.** F.O.B. destination in San Francisco, and all other deliveries locations listed in this bid as well as any other locations as required by the City, freight prepaid and allowed.
8. **Price List Discounts.** When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.
9. **Bidding on Separate Items and in the Aggregate.** Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.
10. **Prices.** Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.
11. **Awards; Rejection of Bids.** Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.
12. **Cash Discounts; Terms of Payment (Commodities and Equipment only).** Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

AWARD
Sodium Hypochlorite
For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

13. Sunshine Ordinance. In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Terms Related to the Contract

14. Inspection. All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

15. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

16. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise

AWARD
Sodium Hypochlorite
For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an

immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

17. Failure to Deliver. If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

18. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

19. Default; Remedies. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other

AWARD

Sodium Hypochlorite

For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

21. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

22. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

A. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change

AWARD

Sodium Hypochlorite

For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

D. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

23. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor’s performance under this contract without prior written permission of Purchasing.

24. Nondiscrimination; Penalties

A. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

C. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and

AWARD

Sodium Hypochlorite

For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

D. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

E. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters,

including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

25. Local Business Enterprise Utilization; Liquidated Damages

A. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

B. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director

AWARD

Sodium Hypochlorite

For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

of CMD”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

26. MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

27. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

28. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code (“Resource Conservation”), as amended from time to time. Said provisions are incorporated herein by reference

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently

AWARD

Sodium Hypochlorite

For the Term June 01, 2016 through May 31, 2019

BID AND CONTRACT CONDITIONS

discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

30. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

31. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

32. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

33. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

34. Bid Protests. Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

35. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION**

66325

**AWARD
Sodium Hypochlorite
For the Term June 01, 2016 through May 31, 2019**

BID AND CONTRACT CONDITIONS

dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

END OF BID AND CONTRACT CONDITIONS

AWARD

Sodium Hypochlorite

For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

36. Contract Term. The contract period shall be for Thirty-Six (36) months. The term of this contract is the period from award execution date, approximately April 01, 2016, or the above stated term date whichever is later, through the last day of the month of a Thirty-Six (36) consecutive month period.

37. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 5 years.

38. Toll-Free Telephone Number. A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

39. Cooperative Agreement. Contractor agrees _____ or does not agree _____ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

40. Not used

41. LBE Ordinance - To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

<http://sfgsa.org/index.aspx?page=6130>

Click on the "LBE Certification" tab.

42. Claim for Preference - To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

43. LBE bid discount; brokerage services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

“regularly doing business”, as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

44. LBE Subcontracting

A. Subcontracting to LBEs. Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts. "Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.
- (2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.
- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.
- (4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting. The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

AWARD

Sodium Hypochlorite

For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

D. Reports. On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

E. CMD Data on LBEs. Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

45. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

46. Conflict of Interest. Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

47. Non-Waiver of Rights. The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

48. Contractor's Default. If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

49. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

50. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

51. Reports by Contractor

Multi-year Term Contracts

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. 66325
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

AWARD

Sodium Hypochlorite

For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

52. Notice to Parties. All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

53. Subcontracting. Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

54. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

55. Severability. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

56. Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

57. Not used

58. Term Bid – Quantities. This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

59. First Source Hiring Program

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

C. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

D. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair,

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

60. Consideration Of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection XX(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

61. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

AWARD

Sodium Hypochlorite

For the Term June 1, 2016 through May 31, 2019

GENERAL CONDITIONS

62. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

63. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

64. Not used

65. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

66. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

67. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

END OF GENERAL CONDITIONS

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

68. Purpose. The purpose of this contract is to provide the City and County of San Francisco with a reliable, responsive and responsible source for Sodium Hypochlorite as specified in this Contract.

69. Pre-Bid Conference. A Pre-bid Conference will be held as follows:

Location: SFPUC, 525 Golden Gate Ave.
San Francisco, CA 94102
Southeast Conference Room, 11th Floor

Date and Time: 10:00 a.m. Wednesday, December 02, 2015

Though not mandatory, attendance at the pre-bid conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by email, mail or fax at least Seventy-Two (72) hours prior to the date and time of the Pre-bid Conference and directed to:

Howard Tevelson, Senior Purchaser or Abby Fard, Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
e mail htevelson@sfgwater.org or afard@sfgwater.org
Fax No.415-487-7737

Please reference Contract Proposal No. 66325.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any Bid Addendum, which will be posted on the City's Bid and Contracts website:

<http://mission.sfgov.org/OCABidPublication>

70. Specifications:

- A. Except as otherwise specified herein, all Sodium Hypochlorite must conform to AWWA Specification B300-10 (09/15/09). In the event of a conflict in the specifications, the more restrictive provision will apply.

AWARD

Sodium Hypochlorite

For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

- B. The Sodium Hypochlorite to San Francisco Water Department facilities, Bureau of Wastewater Enterprise facilities and the Airport facilities shall meet Title 22, California Code of Regulation, Division and Environmental Health, Chapter 16, Direct Additives, Section 64590. Sodium Hypochlorite shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with the American National Standard Institute/National Sanitation Foundation Standard 60, ANSI/NSF Standard 60, Drinking Water Treatment Chemicals —Health Effects. If NSF certification has been revoked or lapsed, it is the responsibility of the vendor to inform City and County of San Francisco (verbal or written notification within Twenty-four (24) hours from the time that NSF has notified the vendor). Loss of NSF certification shall constitute sufficient grounds for immediate termination of the sodium hypochlorite contract.
- C. The Sodium Hypochlorite solution delivered to various Bureau of Wastewater Enterprise facilities and various Water Department facilities shall contain a minimum of 12.5% to 15.6% solution strength as Sodium Hypochlorite by weight. The Sodium Hypochlorite bleach delivered to Water Department, Wastewater Enterprise Division and Airport facilities must meet the following minimum specifications:
- pH greater than 12
 - Specific Gravity greater than 1.19
 - CLO₃ concentration less than 2.5 g/L, upon delivery
 - Delivery within 48 hours of manufacture
 - Storage temperature shall not exceed reasonable standard production and/or ambient temperature
1. The Sodium Hypochlorite solution shall be a clear liquid, free from foreign matter and shall contain not more than the following amounts of suspended matter:
 2. TSS shall be $\leq 0.15\%$ by weight
 3. Free alkali as NaOH by weight % shall be .1% to 1.0%.
 4. No Chlorine or Sodium Hydroxide used in the manufacturing process shall be produced by the mercury cell method.
 5. Each delivery must meet specifications and shall be accompanied by the following documents:
 - a. Current applicable Safety Data Sheet (SDS)
 - c. Weight Certificate
 - d. Certificate of compliance (per DOT 49CRF (173.154))
 - e. Manufacturer's Certified Analysis Report showing lbs. of Cl₂ delivered at the awarded price.
- D. Pounds of available chlorine shall be determined by Section 4.1 and 5.2 of AWWA specification B300-04 (12/04).

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

- E. No substitutes or alternates will be considered.
- F. Safety Data Sheet (SDS)

All products required by this Contract must meet all applicable City, State, and Federal requirements pertaining to hazardous substances.

1. Bidder shall provide a completed Safety Data Sheet (SDS) for products required by this contract with their bid.
 2. All items offered may require approved by the PUC Health and Safety Office for use by the San Francisco Water Department. If item(s) offered do not pass the requirements of the PUC Health and Safety Officer, Contractor's proposal may be rejected. For information about approval of products offered, please call Ms. Carolyn Jones – (415) 550-3577.
 3. Failure to provide SDS documentation with their bid may deem bidder's bid as non-responsive.
 4. SDS forms must be submitted with all deliveries.
- G. The tank trucks or other trucks used to transport the chemical shall be clean and free from residue from previous loads, which might contaminate the product. It shall be the Contractor's responsibility to ensure the cleanliness of the transporting equipment before loading. At the SFPUC's request, the contractor shall provide delivery and cleaning record and documentation identifying the chemical transported in tank truck prior to delivery to SFPUC and washing procedures used to clean truck between chemical loads.

71. Bidder's/Contractors Qualifications and Requirements

- A. In order to receive consideration, Bidder/Contractor and their manufacturer must have in-depth technical knowledge and five (5) years of experience within the last seven (7) years in the products covered by the contract. Contractor must have and maintain, throughout the contract term, and any extension thereof, stocking levels of fifteen percent (15%) of raw materials needed to produce the finished product required by the City Departments. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) of the contract. If the bidder not the manufacturer they must be the manufacturers direct and certified authorized dealer/distributor for the product offered. The bidder must have experience comparable in size and volume to this Contract Proposal.
- B. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities, as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

- C. Contractor's distribution facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
- D. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- E. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- F. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stocks prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.
- G. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
- H. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.
- I. It will be the Bidder's responsibility to visit each site location. This is not mandatory, but the City believes it is the Bidder's best interest to visit each site location before they submit in their bid. Points of contact and telephone numbers as follows:
 - 1. Waste Water Enterprise- Luisa Wong-----415-920-4953
 - 2. Water Department-----Paul Gambon -----650-871-3034
And Brahman Conci 415-239-995 --cell 415-716-6202
 - 3. Airport-----Russell Ng-----650-821-8363
- J. Contractor shall be responsible for all costs incurred, including (equipment damage and or labor charges to correct problem or problems) due to impurities present in the delivered product. Contractor shall inform the various City department facilities immediately of product quality problems and replace the delivered product at no additional cost within 24 hours of notification to those facilities.
- K. The successful bidder shall be required to be licensed under the State of California Public Utilities Commission with either a Highway Carrier Contract Permit, a Common Carrier Certificate, or a Cal PUC T Number. These permits and or certificates must not be currently

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

under probation or suspension as set forth by the State of California, Department of Consumer Affairs. Prior to award, bidder shall be required to submit copies of current permits and or certificates.

- L. The successful Contractor, by accepting an award hereunder must have asserted on Bid Questionnaire Form (on number 10) in this bid, the statement to the effect that he is fully cognizant of all the factors involved in furnishing and delivering any product. Such factors include, but are not limited to, familiarity with the layout of City's facilities for storage of the product and the concomitant requirements for transferring solutions from Contractor's tank truck to City storage; complete familiarity with all access roads from Contractor's facilities to delivery site, including difficulties involved in maneuvering large vehicles in confined areas; possible hazards involved in making numerous daily deliveries; assurances on the availability of an adequate number of delivery vehicles; keeping a close liaison with the Bureau of Wastewater Enterprise and Water Department concerning scheduling of deliveries or in the event of any problem with Contractor's product.
- M. The City reserves the right to conduct testing of the product. Samples may be required prior to award. If bidder fails to submit samples, in the quantities specified, within ten (10) business days of notification, the Purchaser reserves the right to reject the bid. All sample requested shall be provided at no cost to the City and will not be returned. Sample shall be marked with the Contract Proposal number and should be accompanied with the following analysis from a State certified analytical laboratory:
1. Percent chlorate content
 2. Percent chlorine content, and
 3. Certification of compliance with NSF-60 standards
- N. Though out the term of the Contract and any extension thereof, the City may make comparisons between Contract item delivered by the Contractor with the Contract specifications and samples that may have been provided prior to the Contract award.

72. Delivery

- A. Delivery shall be by truck tank car for Aggregate 1. Aggregate 2 will require smaller trucks and smaller delivery quantities. The contractor must provide all unloading equipment, including air padding facilities and hoses with appropriate fittings for coupling to the City's chemical unloading facilities. The Wastewater Enterprise facilities are equipped with air that may be used by the contractor at his option. The unloading facilities have standard flange connections; exact sizes and types are available upon request.
- B. Water Department facilities do not have air supply for chemical unloading. Contractor must furnish air or pump, along with hoses and other appurtenances necessary to unload. At Treasure Island Treatment Plant, there are two tanks of 800 gal. each. A normal delivery at Treasure Island Treatment Plant is 500-750 gal.
- C. The contractor's normal delivery must be as follows:

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

1. Deliveries to Wastewater Enterprise Facilities within forty-eight (48) hours after phone notification by the City;
 - a. For Wastewater deliveries: Each invoice must have the following information:
 - i.- actual concentration (%) delivered
 - ii - quantity (lbs)
 - iii.- calculated quantity (dry lbs) DLB
 2. Deliveries to Water Department Facilities within forty-eight (48) hours after phone notification by the City;
 3. Deliveries to San Francisco International Airport within forty-eight (48) hours after phone notification by the City.
 4. Delivery within twenty-four (24) hours must also be available for emergency situations. The City will pay a surcharge if emergency delivery is expected. The contractor must have a twenty-four (24)-hr./day order telephone service. Emergency surcharge is to be indicated on the bid sheet.
- D. The Contractor shall be responsible for all costs of cleanup and disposal of product spilled during delivery, if such spill is caused by inappropriate Contractor procedures or failure of Contractor-owned equipment.
- E. **Delivery Time Restrictions**
1. Bureau of Wastewater Enterprise Facilities
Southeast and Oceanside plants can receive deliveries of chemicals from 6:00 A.M. to 5:00 P.M., seven days per week. Channel Street Station, Richmond Transport Site, Treasure Island Treatment Plant and North Point sites can receive chemicals from 7:00 A.M. to 1:00 P.M., any weekday. Show on the delivery document for Channel and Northpoint: "Driver must call one hour in advance 415-920-4700 to have operations personnel meet at the location.
 2. Water Department Facilities
 - a. Tesla Treatment Facility plant in Tracy, California can receive deliveries from 7:00 A.M. to 5:00 P.M., seven days per week.
 - b. Normal delivery times are from 7:00 A.M. to 3:30 P.M., seven days a week; however, for Harry Tracy and Sunol Filter Plants, anytime outside of the normal delivery times can be specified by Water Department, provided that the times are agreed upon and approved by Water Department, at time of order placement. All other plants can accept deliveries at the normal delivery times.

AWARD
Sodium Hypochlorite
 For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

- c. Pulgas DeChloramination Facility: This site is unmanned. Deliveries can be accepted between 8:00 A.M. to 5:00 P.M., seven days per week.
- 3 San Francisco International Airport
 The Airport Mel Leong Treatment Plant can receive deliveries from 7:00 A.M. to 2:00 P.M. seven days per week.

F. Escort Car Services

Deliveries to the Harry Tracy Water Treatment Plant require chemical trucks be escorted up Crystal Springs Road for delivery by a pilot vehicle (provided by the Harry Tracy Water Treatment Plant).

G. Wastewater Enterprise Delivery Sites & Estimated Usage Aggregate 1, (Bid Item 1)

Sodium Hypochlorite, (as lbs. available chlorine)

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>lbs. as CL₂</u>
North Point* Bay at Embarcadero San Francisco, California	800,000
Channel Street Station 455 Berry Street San Francisco, California	850,000
Southeast Wastewater Treat Plant Jerrold Street.at Phelps Street San Francisco, California	2,700,000
Richmond-Chemical Station Lincoln Blvd / 22nd Avenue San Francisco, California	10,000
Oceanside Treatment Plant 3500 Great Highway San Francisco, California	70,000
Treasure Island Plant Treasure Island, California	20,000

AWARD
Sodium Hypochlorite
 For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

**Estimated Annual Totals
 For Wastewater
 Enterprise For Aggregate 1** **4,450,000 lbs. CL₂**

*The North Point Plant operates only during wet weather that is estimated to be 60 days/year. The chemical is used in proportion to rainfall, which normally occurs in the months of October through April. About 60% of total chemical usage can be expected in the months of December, January and February.

H. Water Department Delivery Sites and Estimated Usage Aggregate 1, (Bid Item 2)

Sodium hypochlorite, (as lbs. available chlorine)

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>(lbs. as CL₂)</u>
University Mound Reservoir (North and South) Bacon Street at Bowdoin Street San Francisco, California	360,000
Sunset Reservoir 28th Avenue & Pacheco Street San Francisco, California	108,500

The two facilities above have maximum storage capacity of 1,500 gallons. The Water Department will order 500 to 1,000 pounds deliveries each time; however, delivery will be divided between these two sites.

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>(lbs. as CL₂)</u>
Harry Tracy Water Treatment Plant Filtration Plant 2901 Crystal Springs Road San Bruno, California	730,000

Harry Tracy site will be ordering full tank truck loads and has storage capacity of 30,000 gallons.

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>(lbs. as CL₂)</u>
Tesla Treatment Facility 9000 West Vernalis Road Tracy, California	1,700,000

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

Tesla Treatment has a maximum storage capacity of 40,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL₂)
-------------	--

Sunol Valley Treatment Plant 8653 Calaveras Road Sunol, California	500,000
--	---------

Sunol will be ordering full tank loads and has a storage capacity of 36,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL₂)
-------------	--

San Antonio Pump Station 5555 Calaveras Road Sunol, California	1,200,000
--	-----------

San Antonio will be ordering full tank loads and has a storage capacity of 36,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL₂)
-------------	--

Site 3100 Corral Hollow Rd Livermore, California	51,000
--	--------

Site 300 has a maximum capacity of 36,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL₂)
-------------	--

Pulgas DeChloramination Facility 56 Canada Road Redwood City, California	370,000
--	---------

Pulgas DCF has 34,000 gallons of storage. (Please note: deliveries are sporadic throughout the year.)

**Estimated Annual Totals For San Francisco Water Department
For Aggregate 1**

5,019,500 lbs. CL₂

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

I. Airport Delivery Sites and Estimated Usage Aggregate 1, Bid Item 3)

Sodium hypochlorite, (as lbs. available chlorine)

SITE	Est. ANNUAL Quantity (lbs. as CL₂)
-------------	--

Mel Leong Treatment Plant
918 Clearwater Drive
San Francisco, California

53,000

M.L.T.P. site will be ordering 4,000 gallons tank loads and has a storage capacity of 5,800 gallons.

**Estimated Annual Totals For San Francisco International Airport
For Aggregate 1**

53,000 lbs. CL₂

J. Water Department Delivery Sites and Estimated Usage Aggregate 2, (only one bid line)

<u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL₂)
--------------------	--

Merced Manor Reservoir (Central Pump Station)
23rd Avenue and Sloat Avenue
San Francisco, California

100

The facility above has maximum storage capacity of 500 gallons, normal delivery is 100 gallons

Facility is in a confined area that restricts permissible tank truck size to 35 foot maximum

<u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL₂)
--------------------	--

Sutro Reservoir
Olympia between
Dellbrook Avenue & Clarendon Avenue
San Francisco, California

400

The facility above has maximum storage capacity of 600 gallons, normal delivery is 400 gallons.

<u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL₂)
--------------------	--

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

Bay Bridge Pump Station 21,600
450 Main Street (cross street Bryant)
San Francisco, CA

The facility above has maximum storage capacity of 70 gallons, normal delivery is 60 gallons.

SITE Est. ANNUAL Quantity
(lbs. as CL₂)

LaGrande Pump Station (cross street Brazil) 10,800
275 Munich Street
San Francisco, CA

The facility above has maximum storage capacity of 40 gallons, normal delivery is 20 gallons.

SITE Est. ANNUAL Quantity
(lbs. as CL₂)

Palo Alto Pump Station 33,500
299 Palo Alto
San Francisco, CA

The facility above has maximum storage capacity of 60 gallons, normal delivery is 50 gallons.

SITE Est. ANNUAL Quantity
(lbs. as CL₂)

Lombard Reservoir 108,200
1209 Greenwich Street at Hyde
San Francisco, CA

The facility above has maximum storage capacity of 120 gallons, normal delivery is 100 gallons.

SITE Est. ANNUAL Quantity
(lbs. as CL₂)

Sunset Well Station 128,800
3129 Quintara Street
San Francisco, CA

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

The facility above has maximum storage capacity of 1000 gallons, normal delivery is 900 gallons.

<u>SITE</u>	Est. ANNUAL Quantity <u>(lbs. as CL₂)</u>
Lake Merced Well Station 991 Lake Merced Blvd. San Francisco, CA	67,600

The storage capacity is 150 gallons; the weekly estimated delivery is 130 gallons.

Estimated Annual Totals for San Francisco Water Department
For Aggregate 2 **303,400 lbs. CL₂**

K. Special Security Measures

1. Chemical contractors are required to follow all the security measures at all times during the period of this entire contract.
2. Chemical contractors shall send to the departments the name and clear photographs of all drivers making deliveries to departments within the City and County of San Francisco, which also includes the City's facilities in Alameda and San Mateo counties. Points of contacts for each location will be given to the contractor upon issuing the award.
3. Contractors shall inform the departments before the truck leaves the terminal with the name of the driver and the estimated time of delivery. This will allow department personnel to verify and confirm that said driver matches up with the name, driver's license, and photograph (provided by contractor) identification upon arrival.
4. All delivery trucks shall be sealed with a security tag, and the serial number faxed to department personnel after the truck has been loaded and is ready for shipping. The tanker number should also be faxed to department personnel so it can match the numbers to assure it is the same tanker that had left the terminal.
5. Two (2) department personnel may also be used on a regular basis to assist the off-loading of chemicals in order to become familiar with drivers, manifests, etc. Upon arrival at the destination, the department personnel, should they be used, shall verify that the driver's name, photograph, and manifest contain all the same information along with the serial numbers, and tanker numbers. Any discrepancies may result in the loads being refused, and

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

certainly will result in delay of chemicals being off loaded until discrepancies are satisfactorily resolved. The department personnel shall notify the supervisors of the discrepancies, and the City will not pay for loads being refused due to any and all discrepancies. Any significant differences will result in Police Department being notified.

6. Additionally, the City reserves the right to change any security measures over the duration of this contract and any extension issued, thereafter.

73. Price.

- A. Bid prices are to be firm for the term from award date through twelve (12) months. After that date, contractor may request an increase or decrease in its prices based on the changes noted in the supporting document as listed under Special Condition 74.D., "Price Adjustment", which is the IHS Chemical Market Advisory Chemical Service, Global Chlor-Alkali Report, Data reported on Caustic Soda Contract U.S. West Coast Average Contract Price, and the Contract Average Price, U.S. Gulf Coast for Chlorine.
- B. Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, catalog prices, will be considered.
- C. Prices shall inclusive all cost to the city, but be exclusive of any Federal, State or local taxes.

74. Price adjustment

- A. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.
- B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered.
- C. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the Bid Due Date to anniversary of the Contract date.
- D. Requests for price increases or decreases under this contract must be supported by the following:
The IHS Chemical Market Advisory Chemical Service, Global Chlor-Alkali Report, Data reported on Caustic Soda Contract U.S. West Coast Average Contract Price, and the Contract Average Price, U.S. Gulf Coast for Chlorine. Price adjustments will be made based on fifty (50%) percent of the average price of Caustic Soda and fifty (50%) of the average price of Chlorine.
- E. It shall be Contractor's responsibility to request and to provide documentation satisfactory to

AWARD
Sodium Hypochlorite
 For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

the Purchaser to support any increases. Documentation shall include, but is not limited to copies of all applicable product indices and other direct costs to substantiate Contractor's request for price increases. Supplying this to the City will at no cost to the City

F. Price increase request will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

G. Example of Price Adjustment Calculation:

PPI Group	Contractor's Bid Price	Index on Bid Due Date	Index at 12 Months	Change in Index	Percent Change In Index	Adjusted Price
Widgets	\$31.99	190.0	194.4	4.4	2.3%	\$32.73

$$(\text{Index at 12 Months}) - (\text{Index on Bid Due Date}) = \text{Change in Index}$$

$$194.4 - 190.0 = 4.4$$

$$(\text{Change in Index}) / \text{Index on Bid due Date} = \text{Percent Change in Index}$$

$$4.4 / 190.0 = .023 \text{ or } 2.3\%$$

$$(\text{Percent Change in Index} \times \text{Contractor's Bid Price}) + \text{Contractor's Bid Price} = \text{Adjusted Price}$$

$$(.023 \times 31.99) + 31.99 = \underline{\$32.73 \text{ Adjusted Price}}$$

75. **Bid Evaluation.** Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 76). Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date".
76. **Adjustment of Bid Price for Sales Tax.** In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.
77. **Award.** Award will be made to the lowest priced, most responsive and responsible bidder in the aggregate as noted on the bid sheets. In determining the award, Purchasing will take into consideration, but will not be limited to:
- Price (evaluated)
 - Satisfactory review of bidders' qualifications.
 - Any other factors deemed pertinent

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

78. **Awarded Items.** If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.
79. **Ordering.** Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.
80. **Payment.** The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.
81. **Additional Items.** If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.
82. **Environment Code Chapter 5, Resource Conservation Ordinance-Not Used**
83. **Bid Security** Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check in the amount of **\$ 1,000.00** payable to the City and County of San Francisco, to guarantee the filing of Performance Bond and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

84. Performance Bond -Not Used

85. Fidelity Bond -Not Used

86. Insurance -Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Contractor shall provide Pollution Liability Coverage for clean up, restoration, transportation and disposal at an appropriate certified disposal site in an amount not less than \$ 7,000,000.00.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

87. Failure to Execute Contract - Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and

AWARD
Sodium Hypochlorite
For the Term June 1, 2016 through May 31, 2019

SPECIAL CONDITIONS

City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

88. Sweatfree Procurement –Not Used

89. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

90. Questions. Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no less than five business days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions

91. Bid Submittal Instructions. Bids **must** be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

Return all required documents, which include:

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheets for items being bid on only.
- Specifications on alternate items bid.
- All questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.
- Bid Security, if required.
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

Bids must be made on the enclosed bid sheets.

To receive full consideration, your bid should be unqualified and unconditional.

FOR MORE INFORMATION, call:

Howard Tevelson Senior Purchaser or Abby Fard, Purchaser

(415) 487-5267 or (415) 551-2971

END OF SPECIAL CONDITIONS

copy

BID BOND WESTCHESTER FIRE INSURANCE COMPANY

A

BOND NUMBER: N/A

KNOW ALL MEN BY THESE PRESENTS, That UNIVAR USA INC.
(hereinafter called the **Principal**), as Principal, and WESTCHESTER FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (hereinafter called the **Surety**), as Surety, are held and firmly bound unto CITY AND COUNTY OF SAN FRANCISCO (hereinafter called the **Obligee**), in the sum of One Thousand and 00/100 (\$ 1,000.00) for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated 12/14/15, for purpose Bid 68325 Sodium Hypochlorite

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect. This obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 7th day of December, 2015.

Edward C Spector
Edward C Spector Witness

Renato Reyes
Renato Reyes Witness

bidbondline

UNIVAR USA INC.
Principal
By: Kerri Howard
Kerri Howard, Vice President - Treasurer

WESTCHESTER FIRE INSURANCE COMPANY
By: Misty Wright (SEAL)
Misty Wright, Attorney-in-Fact



copy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

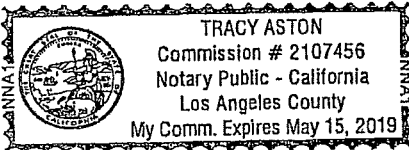
On DEC 07 2015 before me, Tracy Aston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Misty Wright
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Tracy Aston Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Misty Wright
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Copy

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D.Conrad, Misty Wright, Nathan Varnold, Renato F Reyes, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 28, 2018

Karen E. Brandt

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of DEC 07 2015



William L. Kelly

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.



Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



December 17, 2015

City and County of San Francisco
Central Purchasing
City Hall, Room 430
1 Dr. Carlton B Goodlett Place
San Francisco, CA 94102-4685

RE: Proposal # 66325

To Purchasing;

Univar USA Inc. is pleased to offer a price quote on your RFQ due on Wednesday, December 21st, 2015 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request -- we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennifer Perras
Municipal Specialists
Western Region
Univar USA Inc.
Muniteam-west@univarusa.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer -- pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges -- they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Univar USA Inc.
2256 Junction Ave.
San Jose, CA 95131-1216



T 408-435-8700
F 408-435-1735
800-659-5908
www.univar.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:00 am – 5:00 pm (PST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency – 24-hour response: Ryan Amodeo - (650) 817-0140 (cell)
Will Allison - (408) 593-4460 (cell)
Brian Wills- (650) 670-7267
Tom Mendenhall- (650) 280-3726 (cell)

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (800) 659-5908
Office Fax: (408) 435-1735

Customer Service- custsvs-sanjose@univarusa.com
John Dinh - Dispatcher for packaged goods John.dinh@univarusa.com
Ryan Amodeo- Plant Manager Ryan.Amodeo@univarusa.com

For anything pertaining to bids:

Please send all bid packets/documents to: Univar USA Inc.
(Unless otherwise specified) Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam-west@univarusa.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
jennifer.perras@univarusa.com

Roise Holiday
Municipal Specialist
Phone: (253) 872-5068
Fax: (253) 872-5041
roise.holiday@univarusa.com

Michelle Wick
Municipal Specialist
Phone: (53) 872-5084
Fax: (253) 872-5041
michelle.wick@univarusa.com

Shawnasey McCarthy
Municipal Business Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
shawnasey.mccarthy@univarusa.com

Remittance Address:

Univar USA Inc.
File No. 56019
Los Angeles, CA 90074-6019

Standard Payment Terms:

Net 30 days



UNIVAR USA INC.
AUTHORIZED BID SIGNERS

RESOLUTION

RESOLVED, that the Corporate Secretary shall maintain a list of the agents of this Corporation who are vested with authority to execute in the Corporation's behalf formal, written bids or proposals for the sale or other disposition of products handled by the Corporation. Said list shall be as established initially by the Board of Directors and thereafter, the President, or a Vice President shall have the authority, by written directive to the Corporate Secretary, to add agents to or eliminate agents from said list, and it is further

RESOLVED, that the Corporate Secretary or any Assistant Secretary of the Corporation is authorized to certify this resolution or certify to the name or names of persons on the list maintained by the Corporate Secretary and such certificate will be conclusive evidence of the authority of such person or persons so to act.

END OF RESOLUTION

CERTIFICATION

I, the undersigned, as Corporate Secretary of Univar USA Inc. do hereby certify as follows:

1. That the above resolution was duly adopted by the Board of Directors of said Corporation at a meeting duly held on December 4, 1986, and is in full force and effect.
2. That the list of persons authorized to execute, for an on behalf of this Corporation, written bids or proposals for the sale or other disposition of products handled by this Corporation, as initially established by the Board of Directors and thereafter added to by the President, or a Vice President of this Corporation as follows:

All officers and the following:

- Shawnasey McCarthy – Municipal Commercial Manager
- Kristen Bimler – Municipal Specialist
- Linda Campbell – Municipal Specialist
- Sara Cauthen – Municipal Specialist
- Roise Holiday – Municipal Specialist
- Michele Karras – Municipal Specialist
- Max Malmborg – Municipal Specialist
- Jennifer Perras – Municipal Specialist
- Shelley Stevens – Municipal Specialist
- Michelle Wick – Municipal Specialist

3. That the foregoing person is authorized to execute bids pursuant to the resolution above referred to.

Dated this 17th of December, 2015.

Perry T. Kusakabe
Corporate Secretary





Edwin M. Lee
Mayor

Jaci Fong
Director and Purchaser
Purchasing

December 4, 2015

BID ADDENDUM NO. 1

Contract Proposal 66325

**Sodium Hypochlorite
Due Date: December 21, 2015, 2:00 pm**

TO: ALL BIDDERS

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

1. The due date of the proposal has been changed from December 14, 2015 at 2 p.m. TO **December 21, 2015 at 2 p.m.**
2. Special Condition 72.E.2.b, under "Water Treatment Facilities" as listed on page 27 of the contract proposal is hereby changed to read as follows:

Old:

Harry Tracy and Sunol Filter Plants can accept delivery twenty-four (24) hours per day, seven days per week, with delivery time specified by Water Department at time of order placement. All other plants can accept deliveries from 7:00 A.M. to 5:00 P.M., seven days per week.

New:

Normal delivery times are from 7:00 A.M. to 5:00 P.M., seven days a week; however, for Harry Tracy and Sunol Filter Plants, anytime outside of the normal delivery times can be specified by Water Department, provided that the times are agreed upon and approved by Water Department, at time of order placement. All other plants can accept deliveries at the normal delivery times.

3. Special Condition 73.A, under "Price" as listed on pages 33-34 of the contract proposal is hereby changed to read as follows:

Old:

Bid prices are to be firm for the term from award date through twelve (12) months. After that date, contractor may request an increase or decrease in its prices based on the change in the relevant Producer Price Index, maintained by the Department of Labor's Bureau of Labor Statistics as stated below. If there is no Producer Price Index applicable to your product, please advise as to what price index would apply.

New:

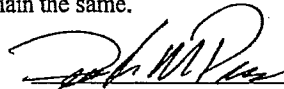
Bid prices are to be firm for the term from award date through twelve (12) months. After that date, contractor may request an increase or decrease in its prices based on the **changes noted in the supporting document as listed under Special Condition 74.D., "Price Adjustment", which is the IHS Chemical Market Advisory Chemical Service, Global Chlor-Alkali Report, Data**

reported on Caustic Soda Contract U.S. West Coast Average Contract Price, and the Contract Average Price, U.S. Gulf Coast for Chlorine.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgement of receipt


Signature

12/4/15
Date

Jennifer Perras, Univer USA Inc.
Print Name and Company Name

Sincerely,

Abby Fard, Purchaser



Edwin M. Lee
Mayor

Jaci Fong
Director and Purchaser
Purchasing

December 15, 2015

BID ADDENDUM NO. 2

Contract Proposal 66325

Sodium Hypochlorite

Due Date: December 21, 2015, 2:00 pm

TO: ALL BIDDERS

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

1. Special Condition 72.E.2.b, under "Water Treatment Facilities" as listed on page 27 of the contract proposal is hereby further changed from Addendum No. 1 to read as follows:

Old(from Addendum No. 1):

Normal delivery times are from 7:00 A.M. to 5:00 P.M., seven days a week; however, for Harry Tracy and Sunol Filter Plants, anytime outside of the normal delivery times can be specified by Water Department, provided that the times are agreed upon and approved by Water Department, at time of order placement. All other plants can accept deliveries at the normal delivery times.

New:

Normal delivery times are from 7:00 A.M. to 3:30 P.M., seven days a week; however, for Harry Tracy and Sunol Filter Plants, anytime outside of the normal delivery times can be specified by Water Department, provided that the times are agreed upon and approved by Water Department, at time of order placement. All other plants can accept deliveries at the normal delivery times.

2. The following delivery site has been added to Special Condition 72.J, under "Delivery" for "Water Department Delivery Sites and Estimated Usage Aggregate 2, (only one bid line)" listed on pages 31-33 of the contract proposal as follows:

J. Water Department Delivery Sites and Estimated Usage Aggregate 2, (only one bid line)

SITE

**Est. ANNUAL Quantity
(lbs. as CL₂)**

Lake Merced Well Station
991 Lake Merced Blvd.
San Francisco, California

67,600

The storage capacity is 150 gallons; the weekly estimated delivery is 130 gallons.

3. Special Condition 72.K.5, as listed on page 33 under "Special Security Measures" is hereby changed to read as follows:

Old:

Two (2) department personnel will also be used on a regular basis to assist the off-loading of chemicals in order to become familiar with drivers, manifests, etc. Upon arrival at the destination, the department personnel shall verify that the driver's name, photograph, and manifest contain all the same information along with the serial numbers, and tanker numbers. Any discrepancies may result in the loads being refused, and certainly will result in delay of chemicals being off loaded until discrepancies are satisfactorily resolved. The department personnel shall notify the supervisors of the discrepancies, and the City will not pay for loads being refused due to any and all discrepancies. Any significant differences will result in Police Department being notified.

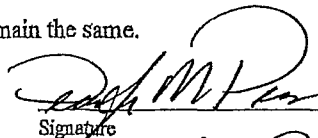
New:

Two (2) department personnel may also be used on a regular basis to assist the off-loading of chemicals in order to become familiar with drivers, manifests, etc. Upon arrival at the destination, the department personnel, **should they be used**, shall verify that the driver's name, photograph, and manifest contain all the same information along with the serial numbers, and tanker numbers. Any discrepancies may result in the loads being refused, and certainly will result in delay of chemicals being off loaded until discrepancies are satisfactorily resolved. The department personnel shall notify the supervisors of the discrepancies, and the City will not pay for loads being refused due to any and all discrepancies. Any significant differences will result in Police Department being notified.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgement of receipt


Signature

12/16/15
Date

Jennifer Perros, Univer USA Inc.
Print Name and Company Name

Sincerely,

Abby Fard, Purchaser

Contract Proposal 66325, Sodium Hypochlorite

Vendor Questions and Answers No. 1

Proposal Due Date: Monday, December 21, 2015

1. Should Bid and Contract Condition 24.B, "Subcontracts", on page 7 of the Contract Proposal apply to subcontracts, if any, associated with the product, service and execution of this bid requirement?
 - Yes.
2. If a vendor has no sites or personnel in San Francisco, do the San Francisco LBE ordinance provisions as stated page 8, Bid and Contract Condition 25.A and 25.B still apply to them?
 - This is standard language and vendor must comply with it where applicable. The LBE ordinance is intended to improve the ability of certified Local Business Enterprises (LBE) to compete effectively for the award of City contracts.
3. Can the vender request exemption from Condition 44, "LBE Subcontracting", on pages 12-13?
 - This is standard language and all vendors must make good faith efforts to comply per the Condition.
4. Can a vendor request an exemption from, Condition 59, "First Source Hiring Program", on page 16?
 - This is standard language and all vendors are expected to comply with the First Source Hiring Program to the best of their ability and provide a reason to the First Source Hiring Program if they are unable to.
5. Where must the bid be submitted?
 - The location is noted on page 1 and under Special Condition 91 on page 39.

END OF QUESTIONS AND ANSWERS



CONTRACT PROPOSAL (Indefinite Quantity)
 Office of Contract Administration
 Purchasing Division
 City and County of San Francisco
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685

SIGN AND RETURN THIS PAGE

66325
Sodium
Hypochlorite

Bids will be opened in:

City Hall, Room 430, at 2 p.m. Monday, December 14, 2015

Sign the bid; put it in the envelope, and write the Contract Proposal Number on the outside. Sign and return this page. Return other pages as indicated. Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Blanket Purchase Order; (3) Purchase Order; (4) City Blanket Purchase Order Release.

Name under which business is conducted: Univar USA Inc.

If you are in the City's vendor file, enter your vendor number: 19225

If you are not in the City's vendor file, enter the following:

Mailing address: 8201 S. 212th St.

City, State, ZIP: Kent, WA 98032

Telephone: 253-872-5000

E-mail address: muniteam-west@univarusa.com

Print name: Jennifer Perras

Sign here: [Signature]

Pre-bid Conference
 A pre-bid conference will be held on **December 2, 2015, 10:00 a.m.**
SFPUC, Southeast Conference Room, 11th Floor,
525 Golden Gate Ave., San Francisco, 94102

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

Terms Related To Bidding

1. **When Bids Are Due; Bid Opening Procedures.** Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the first page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.
2. **Alternates.** When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from Purchasing's specifications.
3. **Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

4. **Place of Manufacture.** No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.
5. **Condition of Article.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.
6. **Samples.** Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.
7. **FOB Point.** F.O.B. destination in San Francisco, and all other deliveries locations listed in this bid as well as any other locations as required by the City, freight prepaid and allowed.
8. **Price List Discounts.** When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.
9. **Bidding on Separate Items and in the Aggregate.** Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.
10. **Prices.** Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.
11. **Awards; Rejection of Bids.** Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.
12. **Cash Discounts; Terms of Payment (Commodities and Equipment only).** Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:
 - Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
 - The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

13. Sunshine Ordinance. In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Terms Related to the Contract

14. Inspection. All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

15. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

16. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

17. Failure to Deliver. If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

18. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

19. Default; Remedies. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

21. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

22. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

A. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

D. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

23. **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

24. **Nondiscrimination; Penalties**

A. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

C. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

D. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

E. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters,

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

25. Local Business Enterprise Utilization; Liquidated Damages

A. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

B. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

26. MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

27. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

28. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

30. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

31. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

BID AND CONTRACT CONDITIONS

32. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

33. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

34. Bid Protests. Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

35. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

END OF BID AND CONTRACT CONDITIONS

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

36. Contract Term. The contract period shall be for Thirty-Six (36) months. The term of this contract is the period from award execution date, approximately April 01, 2016, or the above stated term date whichever is later, through the last day of the month of a Thirty-Six (36) consecutive month period.

37. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 5 years.

38. Toll-Free Telephone Number. A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

39. Cooperative Agreement. Contractor agrees _____ or does not agree (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

40. Not used

41. LBE Ordinance - To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

<http://sfgsa.org/index.aspx?page=6130>

Click on the "LBE Certification" tab.

42. Claim for Preference - To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

43. LBE bid discount; brokerage services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

"regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

44. LBE Subcontracting

A. Subcontracting to LBEs. Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts. "Good Faith Efforts" include but are not limited to the following:

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.
- (2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.
- (3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.
- (4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting. The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

- (1) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

D. Reports. On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

E. CMD Data on LBEs. Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least quarterly. Please call CMD at (415) 581-2310.

45. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

46. Conflict of Interest. Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

47. Non-Waiver of Rights. The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

48. Contractor's Default. If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

49. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

50. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

51. Reports by Contractor

Multi-year Term Contracts

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. 66325
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

52. Notice to Parties. All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

53. Subcontracting. Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

54. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

55. Severability. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

56. Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

57. Not used

58. Term Bid – Quantities. This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

59. First Source Hiring Program

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

C. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

D. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair,

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

60. Consideration Of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection XX(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

61. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

GENERAL CONDITIONS

62. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

63. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

64. Not used

65. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

66. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

67. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

END OF GENERAL CONDITIONS

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

68. Purpose. The purpose of this contract is to provide the City and County of San Francisco with a reliable, responsive and responsible source for Sodium Hypochlorite as specified in this Contract..

69. Pre-Bid Conference. A Pre-bid Conference will be held as follows:

Location: SFPUC
Southeast Conference Room, 11th Floor
525 Golden Gate Ave.
San Francisco, CA 94102

Date and Time: 10:00 a.m. Wednesday, December 2, 2015

Though not mandatory, attendance at the pre-bid conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by email, mail or fax at least Seventy-Two (72) hours prior to the date and time of the Pre-bid Conference and directed to:

Howard Tevelson, Senior Purchaser or Abby Fard, Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
e mail htevelson@sfgwater.org or afard@sfgwater.org
Fax No.415-487-7737

Please reference Contract Proposal No. 66325.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any Bid Addendum, which will be posted on the City's Bid and Contracts website:

<http://mission.sfgov.org/OCABidPublication>

70. Specifications:

- A. Except as otherwise specified herein, all Sodium Hypochlorite must conform to AWWA Specification B300-10 (09/15/09). In the event of a conflict in the specifications, the more restrictive provision will apply.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

- B. The Sodium Hypochlorite to San Francisco Water Department facilities, Bureau of Wastewater Enterprise facilities and the Airport facilities shall meet Title 22, California Code of Regulation, Division and Environmental Health, Chapter 16, Direct Additives, Section 64590. Sodium Hypochlorite shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with the American National Standard Institute/National Sanitation Foundation Standard 60, ANSI/NSF Standard 60, Drinking Water Treatment Chemicals —Health Effects. If NSF certification has been revoked or lapsed, it is the responsibility of the vendor to inform City and County of San Francisco (verbal or written notification within Twenty-four (24) hours from the time that NSF has notified the vendor). Loss of NSF certification shall constitute sufficient grounds for immediate termination of the sodium hypochlorite contract.
- C. The Sodium Hypochlorite solution delivered to various Bureau of Wastewater Enterprise facilities and various Water Department facilities shall contain a minimum of 12.5% to 15.6% solution strength as Sodium Hypochlorite by weight. The Sodium Hypochlorite bleach delivered to Water Department, Wastewater Enterprise Division and Airport facilities must meet the following minimum specifications:
- pH greater than 12
 - Specific Gravity greater than 1.19
 - CLO₃ concentration less than 2.5 g/L, upon delivery
 - Delivery within 48 hours of manufacture
 - Storage temperature shall not exceed reasonable standard production and/or ambient temperature
1. The Sodium Hypochlorite solution shall be a clear liquid, free from foreign matter and shall contain not more than the following amounts of suspended matter:
 2. TSS shall be $\leq 0.15\%$ by weight
 3. Free alkali as NaOH by weight % shall be .1% to 1.0%.
 4. No Chlorine or Sodium Hydroxide used in the manufacturing process shall be produced by the mercury cell method.
 5. Each delivery must meet specifications and shall be accompanied by the following documents:
 - a. Current applicable Safety Data Sheet (SDS)
 - c. Weight Certificate
 - d. Certificate of compliance (per DOT 49CRF (173.154))
 - e. Manufacturer's Certified Analysis Report showing lbs. of Cl₂ delivered at the awarded price.
- D. Pounds of available chlorine shall be determined by Section 4.1 and 5.2 of AWWA specification B300-04 (12/04).

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

- E. No substitutes or alternates will be considered.
- F. Safety Data Sheet (SDS)

All products required by this Contract must meet all applicable City, State, and Federal requirements pertaining to hazardous substances.

1. Bidder shall provide a completed Safety Data Sheet (SDS) for products required by this contract with their bid.
 2. All items offered may require approved by the PUC Health and Safety Office for use by the San Francisco Water Department. If item(s) offered do not pass the requirements of the PUC Health and Safety Officer, Contractor's proposal may be rejected. For information about approval of products offered, please call Ms. Carolyn Jones – (415) 550-3577.
 3. Failure to provide SDS documentation with their bid may deem bidder's bid as non-responsive.
 4. SDS forms must be submitted with all deliveries.
- G. The tank trucks or other trucks used to transport the chemical shall be clean and free from residue from previous loads, which might contaminate the product. It shall be the Contractor's responsibility to ensure the cleanliness of the transporting equipment before loading. At the SFPUC's request, the contractor shall provide delivery and cleaning record and documentation identifying the chemical transported in tank truck prior to delivery to SFPUC and washing procedures used to clean truck between chemical loads.

71. Bidder's/Contractors Qualifications and Requirements

- A. In order to receive consideration, Bidder/Contractor and their manufacturer must have in-depth technical knowledge and five (5) years of experience within the last seven (7) years in the products covered by the contract. Contractor must have and maintain, throughout the contract term, and any extension thereof, stocking levels of fifteen percent (15%) of raw materials needed to produce the finished product required by the City Departments. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) of the contract. If the bidder not the manufacturer they must be the manufacturers direct and certified authorized dealer/distributor for the product offered. The bidder must have experience comparable in size and volume to this Contract Proposal.
- B. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities, as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7:00 A.M. – 5:00 P.M.).

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

- C. Contractor's distribution facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
- D. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- E. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- F. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stocks prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.
- G. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
- H. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.
- I. It will be the Bidder's responsibility to visit each site location. This is not mandatory, but the City believes it is the Bidder's best interest to visit each site location before they submit in their bid. Points of contact and telephone numbers as follows:
 - 1. Waste Water Enterprise- Luisa Wong-----415-920-4953
 - 2. Water Department-----Paul Gambon -----650-871-3034
And Brahman Conci 415-239-995 -cell 415-716-6202
 - 3. Airport-----Russell Ng-----650-821-8363
- J. Contractor shall be responsible for all costs incurred, including (equipment damage and or labor charges to correct problem or problems) due to impurities present in the delivered product. Contractor shall inform the various City department facilities immediately of product quality problems and replace the delivered product at no additional cost within 24 hours of notification to those facilities.
- K. The successful bidder shall be required to be licensed under the State of California Public Utilities Commission with either an Highway Carrier Contract Permit, a Common Carrier Certificate, or a Cal PUC T Number. These permits and or certificates must not be currently

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

under probation or suspension as set forth by the State of California, Department of Consumer Affairs. Prior to award, bidder shall be required to submit copies of current permits and or certificates.

- L. The successful Contractor, by accepting an award hereunder must have asserted on Bid Questionnaire Form (on number 10) in this bid, the statement to the effect that he is fully cognizant of all the factors involved in furnishing and delivering any product. Such factors include, but are not limited to, familiarity with the layout of City's facilities for storage of the product and the concomitant requirements for transferring solutions from Contractor's tank truck to City storage; complete familiarity with all access roads from Contractor's facilities to delivery site, including difficulties involved in maneuvering large vehicles in confined areas; possible hazards involved in making numerous daily deliveries; assurances on the availability of an adequate number of delivery vehicles; keeping a close liaison with the Bureau of Wastewater Enterprise and Water Department concerning scheduling of deliveries or in the event of any problem with Contractor's product.
- M. The City reserves the right to conduct testing of the product. Samples may be required prior to award. If bidder fails to submit samples, in the quantities specified, within ten (10) business days of notification, the Purchaser reserves the right to reject the bid. All sample requested shall be provided at no cost to the City and will not be returned. Sample shall be marked with the Contract Proposal number and should be accompanied with the following analysis from a State certified analytical laboratory:
1. Percent chlorate content
 2. Percent chlorine content, and
 3. Certification of compliance with NSF-60 standards
- N. Throughout the term of the Contract and any extension thereof, the City may make comparisons between Contract item delivered by the Contractor with the Contract specifications and samples that may have been provided prior to the Contract award.

72. Delivery

- A. Delivery shall be by truck tank car for Aggregate 1. Aggregate 2 will require smaller trucks and smaller delivery quantities. The contractor must provide all unloading equipment, including air padding facilities and hoses with appropriate fittings for coupling to the City's chemical unloading facilities. The Wastewater Enterprise facilities are equipped with air that may be used by the contractor at his option. The unloading facilities have standard flange connections; exact sizes and types are available upon request.
- B. Water Department facilities do not have air supply for chemical unloading. Contractor must furnish air or pump, along with hoses and other appurtenances necessary to unload. At Treasure Island Treatment Plant, there are two tanks of 800 gal. each. A normal delivery at Treasure Island Treatment Plant is 500-750 gal.
- C. The contractor's normal delivery must be as follows:

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

1. Deliveries to Wastewater Enterprise Facilities within forty-eight (48) hours after phone notification by the City;
 - a. For Wastewater deliveries: Each invoice must have the following information:
 - i.- actual concentration (%) delivered
 - ii - quantity (lbs)
 - iii.- calculated quantity (dry lbs) DLB
 2. Deliveries to Water Department Facilities within forty-eight (48) hours after phone notification by the City;
 3. Deliveries to San Francisco International Airport within forty-eight (48) hours after phone notification by the City.
 4. Delivery within twenty-four (24) hours must also be available for emergency situations. The City will pay a surcharge if emergency delivery is expected. The contractor must have a twenty-four (24)-hr./day order telephone service. Emergency surcharge is to be indicated on the bid sheet.
- D. The Contractor shall be responsible for all costs of cleanup and disposal of product spilled during delivery, if such spill is caused by inappropriate Contractor procedures or failure of Contractor-owned equipment.
- E. Delivery Time Restrictions
1. Bureau of Wastewater Enterprise Facilities
Southeast and Oceanside plants can receive deliveries of chemicals from 6:00 A.M. to 5:00 P.M., seven days per week. Channel Street Station, Richmond Transport Site, Treasure Island Treatment Plant and North Point sites can receive chemicals from 7:00 A.M. to 1:00 P.M., any weekday. Show on the delivery document for Channel and Northpoint: "Driver must call one hour in advance 415-920-4700 to have operations personnel meet at the location.
 2. Water Department Facilities
 - a. Tesla Treatment Facility plant in Tracy, California can receive deliveries from 7:00 A.M. to 5:00 P.M., seven days per week.
 - b. Harry Tracy and Sunol Filter Plants can accept delivery twenty-four (24) hours per day, seven days per week, with delivery time specified by Water Department at time of order placement. All other plants can accept deliveries from 7:00 A.M. to 5:00 P.M., seven days per week.

Sodium Hypochlorite
 For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

- c. Pulgas DeChloramination Facility: This site is unmanned. Deliveries can be accepted between 8:00 A.M. to 5:00 P.M., seven days per week.
- 3 San Francisco International Airport
 The Airport Mel Leong Treatment Plant can receive deliveries from 7:00 A.M. to 2:00 P.M. seven days per week.

F. Escort Car Services

Deliveries to the Harry Tracy Water Treatment Plant require chemical trucks be escorted up Crystal Springs Road for delivery by a pilot vehicle (provided by the Harry Tracy Water Treatment Plant).

G. Wastewater Enterprise Delivery Sites & Estimated Usage Aggregate 1, (Bid Item 1)

Sodium Hypochlorite, (as lbs. available chlorine)

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>lbs. as CL₂</u>
North Point* Bay at Embarcadero San Francisco, California	800,000
Channel Street Station 455 Berry Street San Francisco, California	850,000
Southeast Wastewater Treat Plant Jerrold Street.at Phelps Street San Francisco, California	2,700,000
Richmond-Chemical Station Lincoln Blvd / 22nd Avenue San Francisco, California	10,000
Oceanside Treatment Plant 3500 Great Highway San Francisco, California	70,000
Treasure Island Plant Treasure Island, California	20,000

Sodium Hypochlorite
 For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

**Estimated Annual Totals
 For Wastewater
 Enterprise For Aggregate 1** **4,450,000 lbs. CL₂**

*The North Point Plant operates only during wet weather that is estimated to be 60 days/year. The chemical is used in proportion to rainfall, which normally occurs in the months of October through April. About 60% of total chemical usage can be expected in the months of December, January and February.

H. Water Department Delivery Sites and Estimated Usage Aggregate 1, (Bid Item 2)

Sodium hypochlorite, (as lbs. available chlorine)

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>(lbs. as CL₂)</u>
University Mound Reservoir (North and South) Bacon Street at Bowdoin Street San Francisco, California	360,000
Sunset Reservoir 28th Avenue & Pacheco Street San Francisco, California	108,500

The two facilities above have maximum storage capacity of 1,500 gallons. The Water Department will order 500 to 1,000 pounds deliveries each time; however, delivery will be divided between these two sites.

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>(lbs. as CL₂)</u>
Harry Tracy Water Treatment Plant Filtration Plant 2901 Crystal Springs Road San Bruno, California	730,000

Harry Tracy site will be ordering full tank truck loads and has storage capacity of 30,000 gallons.

<u>SITE</u>	<u>Est. ANNUAL Quantity</u> <u>(lbs. as CL₂)</u>
Tesla Treatment Facility 9000 West Vernalis Road Tracy, California	1,700,000

Tesla Treatment has a maximum storage capacity of 40,000 gallons.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

SITE	Est. ANNUAL Quantity (lbs. as CL ₂)
Sunol Valley Treatment Plant 8653 Calaveras Road Sunol, California	500,000

Sunol will be ordering full tank loads and has a storage capacity of 36,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL ₂)
San Antonio Pump Station 5555 Calaveras Road Sunol, California	1,200,000

San Antonio will be ordering full tank loads and has a storage capacity of 36,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL ₂)
Site 3100 Corral Hollow Rd Livermore, California	51,000

Site 300 has a maximum capacity of 36,000 gallons.

SITE	Est. ANNUAL Quantity (lbs. as CL ₂)
Pulgas DeChloramination Facility 56 Canada Road Redwood City, California	370,000

Pulgas DCF has 34,000 gallons of storage. (Please note: deliveries are sporadic throughout the year.)

**Estimated Annual Totals For San Francisco Water Department
For Aggregate 1** **5,019,500 lbs. CL₂**

Sodium Hypochlorite
 For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

I. Airport Delivery Sites and Estimated Usage Aggregate 1, Bid Item 3)

Sodium hypochlorite, (as lbs. available chlorine) <u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL ₂)
Mel Leong Treatment Plant 918 Clearwater Drive San Francisco, California	53,000
M.L.T.P. site will be ordering 4,000 gallons tank loads and has a storage capacity of 5,800 gallons.	
Estimated Annual Totals For San Francisco International Airport For Aggregate 1	
	53,000 lbs. CL ₂

J. Water Department Delivery Sites and Estimated Usage Aggregate 2, (only one bid line)

<u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL ₂)
Merced Manor Reservoir (Central Pump Station) 23rd Avenue and Sloat Avenue San Francisco, California	100
The facility above has maximum storage capacity of 500 gallons, normal delivery is 100 gallons	
Facility is in a confined area that restricts permissible tank truck size to 35 foot maximum	
<u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL ₂)
Sutro Reservoir Olympia between Dellbrook Avenue & Clarendon Avenue San Francisco, California	400
The facility above has maximum storage capacity of 600 gallons, normal delivery is 400 gallons.	
<u>SITE</u>	Est. ANNUAL Quantity (lbs. as CL ₂)
Bay Bridge Pump Station	21,600

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

450 Main Street (cross street Bryant)
San Francisco, CA

The facility above has maximum storage capacity of 70 gallons, normal delivery is 60 gallons.

SITE

Est. ANNUAL Quantity
(lbs. as CL_2)

LaGrande Pump Station (cross street Brazil)
275 Munich Street
San Francisco, CA

10,800

The facility above has maximum storage capacity of 40 gallons, normal delivery is 20 gallons.

SITE

Est. ANNUAL Quantity
(lbs. as CL_2)

Palo Alto Pump Station
299 Palo Alto
San Francisco, CA

33,500

The facility above has maximum storage capacity of 60 gallons, normal delivery is 50 gallons.

SITE

Est. ANNUAL Quantity
(lbs. as CL_2)

Lombard Reservoir
1209 Greenwich Street at Hyde
San Francisco, CA

108,200

The facility above has maximum storage capacity of 120 gallons, normal delivery is 100 gallons.

SITE

Est. ANNUAL Quantity
(lbs. as CL_2)

Sunset Well Station
3129 Quintara Street
San Francisco, CA

128,800

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

The facility above has maximum storage capacity of 1000 gallons, normal delivery is 900 gallons.

Estimated Annual Totals for San Francisco Water Department
For Aggregate 2 303,400 lbs. CL₂

K. Special Security Measures

1. Chemical contractors are required to follow all the security measures at all times during the period of this entire contract.
2. Chemical contractors shall send to the departments the name and clear photographs of all drivers making deliveries to departments within the City and County of San Francisco, which also includes the City's facilities in Alameda and San Mateo counties. Points of contacts for each locations will be given to the contractor upon issuing the award..
3. Contractors shall inform the departments before the truck leaves the terminal with the name of the driver and the estimated time of delivery. This will allow department personnel to verify and confirm that said driver matches up with the name, driver's license, and photograph (provided by contractor) identification upon arrival.
4. All delivery trucks shall be sealed with a security tag, and the serial number faxed to department personnel after the truck has been loaded and is ready for shipping. The tanker number should also be faxed to department personnel so it can match the numbers to assure it is the same tanker that had left the terminal.
5. Two (2) department personnel will also be used on a regular basis to assist the off-loading of chemicals in order to become familiar with drivers, manifests, etc. Upon arrival at the destination, the department personnel shall verify that the driver's name, photograph, and manifest contain all the same information along with the serial numbers, and tanker numbers. Any discrepancies may result in the loads being refused, and certainly will result in delay of chemicals being off loaded until discrepancies are satisfactorily resolved. The department personnel shall notify the supervisors of the discrepancies, and the City will not pay for loads being refused due to any and all discrepancies. Any significant differences will result in Police Department being notified.
6. Additionally, the City reserves the right to change any security measures over the duration of this contract and any extension issued, thereafter.

73. Price.

- A. Bid prices are to be firm for the term from award date through twelve (12) months. After that date, contractor may request an increase or decrease in its prices based on the change in the relevant Producer Price Index, maintained by the Department of Labor's Bureau of Labor

Sodium Hypochlorite
 For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

Statistics as stated below. If there is no Producer Price Index applicable to your product, please advise as to what price index would apply.

- B. Only prices that appear on City Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, catalog prices, will be considered.
- C. Prices shall inclusive all cost to the city, but be exclusive of any Federal, State or local taxes.

74. Price adjustment

- A. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.
- B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered.
- C. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the Bid Due Date to anniversary of the Contract date.
- D. Requests for price increases or decreases under this contract must be supported by the following:
 The IHS Chemical Market Advisory Chemical Service, Global Chlor-Alkali Report, Data reported on Caustic Soda Contract U.S. West Coast Average Contract Price, and the Contract Average Price, U.S. Gulf Coast for Chlorine. Price adjustments will be made based on fifty (50%) percent of the average price of Caustic Soda and fifty (50%) of the price of Chlorine.
- E. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to copies of all applicable product indices and other direct costs to substantiate Contractor's request for price increases. Supplying this to the City will at no cost to the City
- F. Price increase request will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

G. Example of Price Adjustment Calculation:

PPI Group	Contractor's Bid Price	Index on Bid Due Date	Index at 12 Months	Change in Index	Percent Change In Index	Adjusted Price
Widgets	\$31.99	190.0	194.4	4.4	2.3%	\$32.73

$(\text{Index at 12 Months}) - (\text{Index on Bid Due Date}) = \text{Change in Index}$

$194.4 - 190.0 = 4.4$

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

(Change in Index) / Index on Bid due Date = Percent Change in Index

$$4.4/190.0 = .023 \text{ or } 2.3\%$$

(Percent Change in Index x Contractor's Bid Price) + Contractor's Bid Price = Adjusted Price

$$(.023 \times 31.99) + 31.99 = \underline{\$32.73 \text{ Adjusted Price}}$$

75. **Bid Evaluation.** Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 76). Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date".
76. **Adjustment of Bid Price for Sales Tax.** In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.
77. **Award.** Award will be made to the lowest priced, most responsive and responsible bidder in the aggregate as noted on the bid sheets. In determining the award, Purchasing will take into consideration, but will not be limited to:
- Price (evaluated)
 - Satisfactory review of bidders' qualifications.
 - Any other factors deemed pertinent
78. **Awarded Items.** If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.
79. **Ordering.** Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

- 80. Payment.** The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.
- 81. Additional Items.** If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.
- 82. Environment Code Chapter 5, Resource Conservation Ordinance.- Not Used**
- 83. Bid Security** Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check in the amount of **\$ 1,000.00** payable to the City and County of San Francisco, to guarantee the filing of Performance Bond and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.
- 84. Performance Bond -Not Used**
- 85. Fidelity Bond -Not Used**
- 86. Insurance** -Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:
- A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Contractor shall provide Pollution Liability Coverage for clean up, restoration, transportation and disposal at an appropriate certified disposal site in an amount not less than \$ 7,000,000.00.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

87. Failure to Execute Contract - Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

88. Sweatfree Procurement - Not Used

89. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

90. Questions. Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no less than five business days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

SPECIAL CONDITIONS

91. **Bid Submittal Instructions.** Bids must be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

Return all required documents, which include:

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheets for items being bid on only.
- Specifications on alternate items bid.
- All questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.
- Bid Security, if required.
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

Bids must be made on the enclosed bid sheets.

To receive full consideration, your bid should be unqualified and unconditional.

FOR MORE INFORMATION, call:

Howard Tevelson Senior Purchaser or Abby Fard, Purchaser

(415) 487-5267

END OF SPECIAL CONDITIONS

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

Required Information of All Bidders

Bid Questionnaire

1. Are you bidding as specified? YES NO
2. Are you bidding as a Manufacturer or as a Distributor? MFR DIST
3. Do you have a direct order entry system or other type of system that can facilitate ordering? e.g. fax. If Yes, specify type. YES NO
email, fax, set up auto orders
4. Are you able to comply with the delivery requirements per Special Condition 72? YES NO
5. Are you claiming LBE preference on this bid per provisions Chapter 14B? If yes, see General Condition 42 and check appropriate below:
YES NO
____ We are currently certified. CMD has issued us Certification No. ____
____ We submitted LBE Certification Application to the CMD on ____
6. If applicable, have you completed and enclosed IRS-Form W-9? YES NO
7. Have you submitted with your bid all the required documents? (See Special Condition 91)
YES NO
 - a. Page 1 of the Contract Proposal YES NO
 - b. Bid Sheets for Items being bid on only YES NO
 - c. Specifications on alternate items bid YES NO *N/A*
 - d. All questionnaires and forms YES NO
 - e. Bid Security, (See Special Condition 83) YES NO
 - f. Envelope clearly marked with the bid number and due date in the lower left corner YES NO
 - g. Signed copy of Bid Addendum(s) (if applicable) YES NO
8. Has your company enrolled with Paymode-X to receive ACH payments from the City? YES NO

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

Required Information of All Bidders

Bid Questionnaire

9. Does the product offered conform to the specifications? YES NO
10. As a potential Contractor, have you made yourself
Cognizant of all inherent problems in supplying product to the
City in the quantities contained herein and specifically to the
requirements of Special Conditions 71 "Contractor's
Responsibility" and 7 "Delivery:" YES NO

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

Required Information of All Bidders

Company Information

Name of Firm: Univar USA Inc.
Address: 8201 S. 212th St, Kent, WA 98032
Phone No.: 253-872-8000 Fax: 253-872-8041
E-mail address: muniteam@univarusa.com
Toll Free Phone No.: 800-562-4860
Contact: Title: Jennifer Perros, Municipal Specialist
Signature, Date: [Signature] 12/17/15
Federal I.D. Number: 91-1347935
Payment Terms: Net 30
Person preparing bid: Jennifer Perros
Local Representative: _____
(if other than bid preparer)
Address: Branch 7256 Junction Ave, San Jose, CA 95131
Phone: Branch 408-435-8700 or 800-659-5908
Fax: 408-435-1735

Where is your warehouse or store's facility from which you intend to furnish contract items?

Address: 950 Lloveridge Rd
Pittsburg, CA 94565

What are the telephone and fax number for placing orders?

Telephone: (408) 435-8700
Toll Free: (800) 659-5908
Fax: (408) 435-1735

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

66325

Sodium Hypochlorite
For the Term April 01, 2016 through March 31, 2019

Required Information of All Bidders

Company Information (Continued)

What hours do you provide for Will-Call orders?

7~~00~~ to 5~~00~~

If address for Will-Call is different than above, please specify:

Address: Same as

What is your 24-hour emergency telephone number, per General Condition 56?

Telephone (415) 817-0140

see general info sheet for list
of emergency contacts

Standard Bid Forms

Before the City can award a contract to any vendor, that vendor must file three (3) standard City forms. See the table on page 2. Because many Contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Instead, this document describes what the forms are, where to find them on the Internet, and where to file them. If a vendor cannot get the documents from the Internet, the vendor should call (415) 554-6743 or e-mail to Office of Contract Administration (OCA) (oca@sfgov.org) and the forms can be faxed, mailed or e-mailed to the vendor.

If a vendor has already filled out items listed on the table, the vendor should not do so again unless the vendor's answers have changed.

To find out which of those forms have been submitted, the vendor should call Vendor File Support at (415) 554-6702.

If a vendor would like to apply to be certified as a local business enterprise (LBE), the vendor must submit item #4 (LBE Certification Application). To find out more about the certification, the vendor should call the Contract Monitoring Division (CMD) at (415) 581-2310.

Where the forms are on the Internet

Office of Contract Administration	Homepage:	http://www.sfgov.org/oca
	Purchasing forms:	On the OCA homepage, click on "How to Qualify to Do Business with the City"
GSA Contract Monitoring Division	Homepage:	http://www.sfgov.org/CMD
	Equal Benefits forms	Click on "How to comply with the Equal Benefits Ordinance"
	LBE Certification form	Click on "How to certify your Local Business"

Item	Form name and Internet location	Form number	Requirement	Description	Return the form to and for more information
1	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-pdf/fw9.pdf	W-9	Mandatory	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	Mandatory	All contractors must fill out and sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3	S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=4762	CMD-12B-101	Mandatory	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Contract Monitoring Division 30 Van Ness Ave. #200 San Francisco, CA 94102 (415) 581-2310
4	LBE Certification Application http://www.sfgov.org/CMD	Not applicable	Optional	Local businesses complete this application to be certified as LBEs. Certified LBEs receive a bidding discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified pursuant to Chapter 14B by the bid due date.	Contract Monitoring Division 30 Van Ness Ave. #200 San Francisco, CA 94102 (415) 581-2310

SODIUM HYPOCHLORITE
 For the Term April 01, 2016 through March 31, 2019

BID SHEET TC 66325

AGGREGATE 1

ITEM #	Description	Est. Annual Quantity	UOM	UNIT PRICE	EXTENDED PRICE
1	Sodium Hypochlorite 9190-36-03-4000 Various Wastewater Sites	4,450,000	Lb. CL2	<u>\$.378</u>	<u>\$ 1,682,100.⁰⁰</u>
2	Sodium Hypochlorite 9190-36-03-4200 Various Water Sites	5,019,500	Lb. CL2	<u>\$.378</u>	<u>\$ 1,897,371.⁰⁰</u>
3	Sodium Hypochlorite 9190-36-03-4300 San Francisco Int'l Airport	53,000	Lb. CL2	<u>\$.378</u>	<u>\$ 20,034.⁰⁰</u>
Aggregate 1 Total Extended bid for items 1, 2, and 3:					<u>\$ 3,599,505.⁰⁰</u>

AGGREGATE 2

ITEM #	Description	Est. Annual Quantity	UOM	UNIT PRICE	EXTENDED PRICE
1	Sodium Hypochlorite 9190-36-03-4200 Various Water Sites Sites with small deliveries	303,400	Lb. CL2	<u>\$ 1.44</u>	<u>\$ 436,896.⁰⁰</u>

Emergency Surcharge Fee: Delivery within 24 hr Show prices for items 1, 2 and 3:
 (For information only- will not be evaluated)

* 75⁰⁰ per hour, 4 hour minimum

Item 1	<u>\$ 75.⁰⁰ per hr</u>	Aggregate 1
Item 2	<u>\$ 75.⁰⁰ per hr</u>	Aggregate 1
Item 3	<u>\$ 75.⁰⁰ per hr</u>	Aggregate 1
Item 1	<u>\$ 75.⁰⁰ per hr</u>	Aggregate 2

City and County of San Francisco
Office of Contract Administration
Purchasing Division

66324

SODIUM HYPOCHLORITE
For the Term April 01, 2016 through March 31, 2019

Bidders must bid on all item numbers within an aggregate to be responsive to this bid.

Bidder Name: Univer USA Inc.

Payment Terms: Net 30^{1/4} % Cash Discount for Payment in _____ Days.
(See Bid and Contract Condition 12, Page 3)

P-240 (5-10)

PAGE 2 of 2

Our conversion is by the understanding that this is dry pound
a Cl₂ and the conversion factor used to convert is 1.2022 lbs.
Cl₂ per gallon.

Thus $.378 / \text{dry lb} \times 1.2022 = .454 / \text{gal delivered}$.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, December 16, 2015** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=K2&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

K2 Pure Solutions NoCal, L.P.

950 Loveridge Road
Pittsburg, CA 94565
United States
925-203-1190
[Visit this company's website \(http://www.k2pure.com\)](http://www.k2pure.com)

Facility : Pittsburg, CA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 1 seconds

SJ 316527



Pure Solutions

Certificate of Analysis

Physical Properties:

Color:	clear greenish yellow color
Odor:	mild chlorine odor
pH:	12.5

Test Results:

	Lower Limit	Upper Limit	Value
Sodium Hypochlorite (as NaOCl, wt. %)	12.5%	15.6%	13.4%
Specific Gravity @ 60 deg F	1.212	1.279	1.231

Characteristic:

	Lower Limit	Upper Limit	Value
Total Alkalinity (as NaOH, wt. %)	0.1%	1.0%	0.6%
Sodium Carbonate (as Na ₂ CO ₃ , wt. %)	-	1.0%	0.1%
Iron (Fe, ppm)	-	< 2.0 ppm	< 0.2
Nickel (Ni, ppm)	-	0.1 ppm	0.07
Bromate (BrO ₃ , ppm)	-	< 30 ppm	< 30

Environmental Status:

RCRA List:	N/A
SARA 313 List:	N/A
California Prop 65 List:	N/A
EPA Registration Number:	88296-1; 88296-2
DOT Proper Shipping Name:	Hypochlorite Solutions, 8, UN1791, PGIII (RQ 100 Lbs) = 80 Gallons 12.5% Solution

Product:

Sodium Hypochlorite 12.5 @	(Circle One):	12.5%	13.0%	13.7%
K2 Order #:				29708
Date:				10/21/2015



This product has been certified according to NSF/ANSI 60 at a maximum use level in drinking water of 84 mg/L

K2 Pure Solutions, 950 Loveridge Road – Pittsburg, CA 94565 – Phone 925-203-1199.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 1 OF 8

SAFETY DATA SHEET

This Safety Data Sheet conforms to ANSI Z400.5, and to the format requirements and the International Chemical Safety Cards of the Global Harmonizing System.

THIS SDS COMPLIES WITH 29 CFR 1910.1200 (HAZARD COMMUNICATION STANDARD)

IMPORTANT: Read this SDS before handling & disposing of this product.

Pass this information on to employees, customers, & users of this product.

SECTION 1. IDENTIFICATION OF THE SUBSTANCE OR MIXTURE AND OF THE SUPPLIER

PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)
SDS NUMBER: OX76685
NEW MSDS DATE: 07/22/2015
COMPANY IDENTITY: Univar
COMPANY ADDRESS: 17425 NE Union Hill Road
COMPANY CITY: Redmond, WA 98052
COMPANY PHONE: 1-425-889-3400
EMERGENCY PHONES: CHEMTREC: 1-800-424-9300 (USA)
CANUTEC: 1-613-996-6666 (CANADA)

SECTION 2. HAZARDS IDENTIFICATION

DANGER!!

EXPOSURE PREVENTION: STRICT HYGIENE! AVOID ALL CONTACT!

HAZARD STATEMENTS:

R35 Causes severe burns.
R50 Very toxic to aquatic organisms.



PRECAUTIONARY STATEMENTS:

S1/2 Keep locked up and out of the reach of children.
S24/25 Avoid contact with skin and eyes.
S36/37/39 Wear suitable protective clothing, gloves and eye/face protection.
S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 After contact with skin, wash immediately with plenty of water.
S45 In case of accident, or if you feel unwell, seek medical advice immediately. (Show the label where possible).
S61 Avoid release to the environment. Refer to special instructions/safety data sheet.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

MATERIAL	CAS#	EINECS#	WT %
Water	7732-18-5	231-791-2	84-98
Sodium Hypochlorite	7681-52-9	-	< 16
Sodium Hydroxide	1310-73-2	-	<= 1.75

Trace components: Trace ingredients (if any) are present in < 1% concentration, (< 0.1% for potential carcinogens, reproductive toxins, respiratory tract mutagens, and sensitizers). None of the trace ingredients contribute significant additional hazards at the concentrations present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalents, and Canadian Hazardous Materials Identification System Standard (CPR 4).

SEE SECTIONS 8, 11 & 12 FOR TOXICOLOGICAL INFORMATION.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 2 OF 8

SECTION 4. FIRST AID MEASURES

EYE CONTACT:

If this product enters the eyes, open eyes while under gently running water. Use sufficient force to open eyelids. "Roll" eyes to expose more surface. Minimum flushing is for 15 minutes. Seek immediate medical attention.

SKIN CONTACT:

If the product contaminates the skin, immediately begin decontamination with running water. Minimum flushing is for 15 minutes. Remove contaminated clothing, taking care not to contaminate eyes. If skin becomes irritated and irritation persists, medical attention may be necessary. Wash contaminated clothing before reuse, discard contaminated shoes.

INHALATION:

After high vapor exposure, remove to fresh air. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. Keep person warm and at rest. breathing is difficult, give oxygen. If breathing has stopped, trained personnel should immediately begin artificial respiration. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. If the heart has stopped, trained personnel should immediately begin cardiopulmonary resuscitation (CPR). Seek immediate medical attention. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

SWALLOWING:

If swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER FOR MOST CURRENT INFORMATION. If professional advice is not available, give two glasses of water to drink. DO NOT INDUCE VOMITING. Never induce vomiting or give liquids to someone who is unconscious, having convulsions, or unable to swallow. Seek immediate medical attention.

NOTES TO PHYSICIAN:

There is no specific antidote. Treatment of overexposure should be directed at the control of symptoms and the clinical condition of the patient. Any material aspirated during vomiting may cause lung injury. Therefore, emesis should not be induced mechanically or pharmacologically. If it is considered necessary to evacuate the stomach contents, this should be done by means least likely to cause aspiration (such as: Gastric lavage after endotracheal intubation).

Victims of chemical exposure must be taken for medical attention. Rescuers should be taken for medical attention, if necessary. Take a copy of label and SDS to physician or health professional with victim.

SECTION 5. FIRE FIGHTING MEASURES

FIRE & EXPLOSION PREVENTIVE MEASURES

Not Applicable.

EXTINGUISHING MEDIA

Use dry powder, foam, carbon dioxide, water spray, halon, or any "ABC" Class extinguisher.

SPECIAL FIRE FIGHTING PROCEDURES

Water spray may be ineffective on fire but can protect fire-fighters & cool closed containers. Use fog nozzles if water is used.
Do not enter confined fire-space without full bunker gear.
(Helmet with face shield, bunker coats, gloves & rubber boots).
Use NIOSH approved positive-pressure self-contained breathing apparatus.

UNUSUAL EXPLOSION AND FIRE PROCEDURES

Noncombustible.
Isolate from reducers, acids, wood, organic materials, and most metals.
Oxidizer fumes damage lungs. Symptoms may be delayed. Do not breathe fumes.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 3 OF 8

SECTION 6. ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE AND ENVIRONMENTAL PRECAUTIONS:

Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. In case of a spill, clear the affected area, protect people, and respond with trained personnel.

PERSONAL PROTECTIVE EQUIPMENT

The proper personal protective equipment for incidental releases (such as: 1 Liter of the product released in a well-ventilated area), use impermeable gloves (triple-gloves (rubber gloves and nitrile gloves, over latex gloves), goggles, face shield, and appropriate body protection. In the event of a large release, use impermeable gloves, specific for the material handled, chemically resistant suit and boots, and hard hat. Self-Contained Breathing Apparatus or respirator may be required where engineering controls are not adequate or conditions for potential exposure exist. When respirators are required, select NIOSH/MSHA approved based on actual or potential airborne concentrations in accordance with latest OSHA and/or ANSI recommendations.

ENVIRONMENTAL PRECAUTIONS:

Stop spill at source. Construct temporary dikes of dirt, sand, or any appropriate readily available material to prevent spreading of the material. Close or cap valves and/or block or plug hole in leaking container and transfer to another container. Keep from entering storm sewers and ditches which lead to waterways, and if necessary, call the local fire or police department for immediate emergency assistance.

CONTAINMENT AND CLEAN-UP MEASURES:

Absorb spilled liquid with polypads or other suitable absorbent materials. If necessary, neutralize using suitable buffering material, (acid with soda ash or base with phosphoric acid), and test area with litmus paper to confirm neutralization. Clean up with non-combustible absorbent (such as: sand, soil, and so on). Shovel up and place all spill residue in suitable containers. Dispose of at an appropriate waste disposal facility according to current applicable laws and regulations and product characteristics at time of disposal (see Section 13 - Disposal Considerations).

SECTION 7. HANDLING AND STORAGE

HANDLING

Use only with adequate ventilation. Do not get in eyes, on skin or clothing. Wear OSHA Standard full face shield. Consult Safety Equipment Supplier. Wear goggles, face shield, gloves, apron & footwear impervious to material. Wash clothing before reuse. NEVER pour water into this substance. When dissolving or diluting, always add it slowly to the water. To minimize static discharge when transferring, ensure electrical continuity by bonding and grounding all equipment. Use an inlet line diameter of at least 3.5 inches (8.9 centimeters) with a maximum flow rate of 1 meter/second.

STORAGE

Keep separated from strong oxidants, strong acids, combustible & reducing substances, metals, food & feedstuffs. Keep cool. Keep dry. Keep in the dark. See: Section 10, <Materials to Avoid>. Do not store above 49 C/120 F. Keep container tightly closed & upright when not in use to prevent leakage. Wear full face shield, gloves & full protective clothing when opening or handling. When empty, drain completely, replace bungs securely.

NONBULK: CONTAINERS:

Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Material should be stored in secondary containers or in a diked area, as appropriate. Store containers away from incompatible chemicals (see Section 10, Stability and Reactivity). Post warning and "NO SMOKING" signs in storage and use areas, as appropriate. Empty containers should be handled with care. Never store food, feed, or drinking water in containers which held this product.

BULK CONTAINERS:

All tanks and pipelines which contain this material must be labeled. Perform routine maintenance on tanks or pipelines which contain this product. Report all leaks immediately to the proper personnel.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 4 OF 8

SECTION 7. HANDLING AND STORAGE (CONTINUED)

TANK CAR SHIPMENTS:

Tank cars carrying this product should be loaded and unloaded in strict accordance with tank-car manufacturer's recommendation and all established on-site safety procedures. Appropriate personal protective equipment must be used (see Section 8, Engineering Controls and Personal Protective Equipment.). All loading and unloading equipment must be inspected, prior to each use. Loading and unloading operations must be attended, at all times. Tank cars must be level, brakes must be set or wheels must be locked or blocked prior to loading or unloading. Tank car (for loading) or storage tanks (for unloading) must be verified to be correct for receiving this product and be properly prepared, prior to starting the transfer operations. Hoses must be verified to be in the correct positions, before starting transfer operations. A sample (if required) must be taken and verified (if required) prior to starting transfer operations. All lines must be blown-down and purged before disconnecting them from the tank car or vessel.

PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT:

Follow practices indicated in Section 6 (Accidental Release Measures). Make certain application equipment is locked and tagged-out safely. Always use this product in areas where adequate ventilation is provided. Collect all rinsates and dispose of according to applicable Federal, State, or local procedures.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

MATERIAL	CAS#	EINECS#	TWA (OSHA)	TLV (ACGIH)
Water	7732-18-5	231-791-2	None Known	None Known
Sodium Hydroxide	1310-73-2	-	2 mg/m3	None Known
Sodium Hypochlorite	7681-52-9	-	None Known	None Known

MATERIAL	CAS#	EINECS#	CEILING	STEL(OSHA/ACGIH)	HAP
Sodium Hydroxide	1310-73-2	-	2 mg/m3	None Known	No

This product contains no EPA Hazardous Air Pollutants (HAP) in amounts > 0.1%.

RESPIRATORY EXPOSURE CONTROLS

Maintain airborne contaminant concentrations below exposure limits given above. If respiratory protection is needed, use only protection authorized in 29 CFR 1910.134, European Standard EN 149, or applicable State regulations. If adequate ventilation is not available or there is potential for airborne exposure above the exposure limits, a respirator may be worn up to the respirator exposure limitations, check with respirator equipment manufacturer's recommendations/limitations. For a higher level of protection, use positive pressure supplied air respiration protection or Self Contained Breathing Apparatus or if oxygen levels are below 19.5% or are unknown.

EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS

Positive pressure, full-face piece Self Contained Breathing Apparatus; or positive pressure, full-face piece Self Contained Breathing Apparatus with an auxilliary positive pressure Self Contained Breathing Apparatus.

VENTILATION

LOCAL EXHAUST:	Necessary	MECHANICAL (GENERAL):	Necessary
SPECIAL:	None	OTHER:	None

Please refer to ACGIH document, "Industrial Ventilation, A Manual of Recommended Practices", most recent edition, for details.

EYE PROTECTION:

Splash goggles or safety glasses. Face-shields are recommended when the operation can generate splashes, sprays or mists.

HAND PROTECTION:

Wear appropriate impervious gloves for routine industrial use. Use impervious gloves for spill response, as stated in Section 6 of this SDS (Accidental Release Measures).

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 5 OF 8

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION (CONTINUED)

NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

BODY PROTECTION:

Use body protection appropriate for task. Cover-all, rubber aprons, or chemical protective clothing made from impervious materials are generally acceptable, depending on the task.

WORK & HYGIENIC PRACTICES:

Provide readily accessible eye wash stations & safety showers.
Wash at end of each workshift & before eating, smoking or using the toilet.
Promptly remove clothing that becomes contaminated. Destroy contaminated leather articles. Launder or discard contaminated clothing.

SECTION 9. PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Liquid, Clear, Yellow to Yellow-Green
ODOR:	Chlorine-like, Pungent
ODOR THRESHOLD:	0.3 ppm (detection), for Chlorine
pH (Neutrality):	12 - 14 (1% Solution)
MELTING POINT/FREEZING POINT:	-27 C / -17 F
BOILING RANGE (IBP,50%,Dry Point):	140 C / 284 F
FLASH POINT (TEST METHOD):	Not Applicable
EVAPORATION RATE (n-BUTYL ACETATE=1):	Not Applicable
FLAMMABILITY CLASSIFICATION:	Non-Combustible
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
UPPER FLAMMABLE LIMIT IN AIR (% by vol):	Not Available
VAPOR PRESSURE (mm of Hg)@20 C	12 (12.5% Solution)
VAPOR DENSITY (air=1):	0.670
GRAVITY @ 68/68 F / 20/20 C:	
SPECIFIC GRAVITY (Water=1):	1.17 - 1.22
POUNDS/GALLON:	9.75 - 10.20
WATER SOLUBILITY:	Complete
PARTITION COEFFICIENT (n-Octane/Water):	Not Available
AUTO IGNITION TEMPERATURE:	Not Applicable
DECOMPOSITION TEMPERATURE:	Not Available
VOC'S (>0.44 Lbs/Sq In) :	0.0 Vol% / 0.0 g/L / 0.000 Lbs/Gal
TOTAL VOC'S (TVOC)*:	0.0 Vol% / 0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC'S (CVOC)*:	0.0 Vol% / 0.0 g/L / 0.000 Lbs/Gal
HAZARDOUS AIR POLLUTANTS (HAPS):	0.0 Wt% / 0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC PARTIAL PRESSURE (mm of Hg @ 20 C)	0.0

* Using California South Coast Air Quality Management District (SCAQMD) Rule 443.1.

SECTION 10. STABILITY & REACTIVITY

STABILITY

Stable under normal conditions.

CONDITIONS TO AVOID

Isolate from extreme temperatures and incompatible chemicals.

MATERIALS TO AVOID

Reacts violently with fire extinguishers containing water. The substance is a strong base, reacts violently with acids and is corrosive. Decomposes on heating and on contact with strong acids, (such as sulfuric acid) producing, toxic & corrosive fumes including, chlorine, phosgene, & hydrogen chloride. The substance is a strong oxidant & reacts violently with combustible & reducing materials. Reacts with water generating sufficient heat to ignite combustible materials. Reacts violently with strong acids, causing fire & explosion hazard. Attacks many plastics, rubber, coatings, many metals, such as aluminum, zinc, tin, & lead. forming flammable/explosive gas (hydrogen).
Reacts with ammonium salts to produce ammonia & causing fire hazard.
Rapidly absorbs carbon dioxide & water from the air.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 6 OF 8

SECTION 10. STABILITY & REACTIVITY (CONTINUED)

HAZARDOUS DECOMPOSITION PRODUCTS

Hydrogen Chloride, Phosgene, Sodium Oxide & Hydroxide from heating.

HAZARDOUS POLYMERIZATION

Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

ACUTE HAZARDS

EYE & SKIN CONTACT:

Severe burns to skin, defatting, dermatitis.
Severe burns to eyes, redness, tearing, blurred vision.
Liquid can cause severe skin & eye burns. Wash thoroughly after handling.

INHALATION:

Severe respiratory tract irritation may occur. Vapor harmful. The applicable occupational exposure limit value should not be exceeded during any part of the working exposure.

SWALLOWING:

Harmful or fatal if swallowed.

SUBCHRONIC HAZARDS/CONDITIONS AGGRAVATED

CONDITIONS AGGRAVATED:

Sodium Hypochlorite, a component of this product, is a sensitizer. Prolonged or repeated skin contact can result in the development of rashes, welts, and other allergy-like symptoms.

CHRONIC HAZARDS

CANCER, REPRODUCTIVE & OTHER CHRONIC HAZARDS:

This product has no carcinogens listed by IARC, NTP, NIOSH, OSHA or ACGIH, as of this date, greater or equal to 0.1%.

MUTAGENICITY: This product is not reported to produce mutagenic effects in humans.

Human mutation data are available for Sodium Hypochlorite (a component of this product); these data were obtained during clinical studies involving specific tissues exposed to relatively high concentrations of this substance. Mutation data, obtained during clinical studies on test animal tissues or micro-organisms are available for Potassium Hydroxide.

EMBRYOTOXICITY: This product is not reported to produce embryotoxic effects in humans.

TERATOGENICITY: This product is not reported to produce teratogenic effects in humans.

REPRODUCTIVE TOXICITY: This product is not reported to cause reproductive effects in humans.

A mutagen is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate through generational lines. An embryotoxin is a chemical which causes damage to a developing embryo (such as: within the eight weeks of pregnancy in humans), but the damage does not propagate across generational lines. A teratogen is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A reproductive toxin is any substance which interferes in any way with the reproductive process.

MAMMALIAN TOXICITY INFORMATION

SODIUM HYDROXIDE:

Eye irritancy (monkey): 1%, 24 hours (severe)
Eye irritancy (rabbit): 500 ml, 24 hours (severe)
Eye irritancy (rabbit): 1% solution (severe)
Eye irritancy (rabbit): 1 mg, 24 hours (severe)
Cytogenic analysis system (grasshopper parenteral): 20 mg
LD50 (interperoneal, mouse): 40 mg/kg
LDLo (oral, rabbit): 500 mg/kg

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: Liquichlor 10-16% (Sodium Hypochlorite 10-16%)

DATE: 07/22/15
PAGE: 7 OF 8

SECTION 11. TOXICOLOGICAL INFORMATION (CONTINUED)

MAMMALIAN TOXICITY INFORMATION (CONTINUED)

SODIUM HYPOCHLORITE:

Eye effects (Adult Rabbit): Moderate irritation effects
Microsomal Mutagenicity Assay (Salmonella typhimurium): 1 mg/plate
Cytogenetic Analysis (Human): Lymphocyte, 100 ppm/24 hours.
TDLo, Oral (Woman): 1 g/kg, Central nervous system effects, blood pressure effects
TDLo, Intravenous (Man): 45 mg/kg, Pulmonary system, LD50 (Oral, Mouse): 5800 mg/kg

SECTION 12. ECOLOGICAL INFORMATION

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

EFFECT OF MATERIAL ON PLANTS OR ANIMALS:

This product may be harmful or fatal to plant and animal life if released into the environment. Refer to Section 11 (Toxicological Information) for further data on the effects of this product's components on test animals.

EFFECT OF MATERIAL ON AQUATIC LIFE:

LC50 (Bluegill sunfish): 2.90 mg/L/96 hours
LC50 (Pimephales promelas): 1.40 mg/L/96 hours
LC50 (Oncorhynchus mykiss): 0.90 mg/L/0.5 hours

The substance is toxic to aquatic organisms.
The substance may be hazardous in the environment.
Special attention should be given to water organisms.

MOBILITY IN SOIL

Mobility of this material has not been determined.

DEGRADABILITY

This product is completely biodegradable.

ACCUMULATION

Bioaccumulation of this product has not been determined.

SECTION 13. DISPOSAL CONSIDERATIONS

Processing, use or contamination may change the waste management options.
Recycle / dispose of observing national, regional, state, provincial and local health, safety & pollution laws. If in doubt, contact appropriate agencies.

SECTION 14. TRANSPORT INFORMATION

IF > 625 LB / 284 KG OF THIS PRODUCT IN 1 CONTAINER,
IT EXCEEDS THE "RQ" OF SODIUM HYPOCHLORITE.

DOT SHIPPING NAME: UN1791, Hypochlorite Solutions, 8, PG-III
DRUM LABEL: (CORROSIVE)
EMERGENCY RESPONSE GUIDEBOOK NUMBER: 154



COMPANY IDENTITY: Univar
PRODUCT IDENTITY: OX76685

DATE: 07/22/15
PAGE: 8 OF 8

SECTION 15. REGULATORY INFORMATION

EPA REGULATION:

SARA SECTION 311/312 HAZARDS: Acute Health

All components of this product are on the TSCA list.
This material contains no known products restricted under SARA Title III,
Section 313 in amounts greater or equal to 1%.

SARA TITLE III INGREDIENTS	CAS#	EINECS#	WT%	(REG.SECTION)	RQ(LBS)
Sodium Hypochlorite	7681-52-9	-	< 16	(311,312)	100
Sodium Hydroxide	1310-73-2	-	<= 1.75	(311,312)	1000

> 625 LB / 284 KG OF THIS PRODUCT IN 1 CONTAINER EXCEEDS THE "RQ" OF SODIUM HYPOCHLORITE.
Any release equal to or exceeding the RQ must be reported to the National
Response Center (800-424-8802) and appropriate state and local regulatory
agencies as described in 40 CFR 302.6 and 40 CFR 355.40 respectively.
Failure to report may result in substantial civil and criminal penalties.
State & local regulations may be more restrictive than federal regulations.

STATE REGULATIONS:

CALIFORNIA PROPOSITION 65: This product contains no chemicals
known to the State of California to cause cancer & reproductive toxicity.

U.S. STATE REGULATED COMPONENTS: (HAZARDOUS SUBSTANCE LISTS):

COMPONENT	AK	CA	FL	IL	KS	MA	MI	MN
Sodium Hypochlorite	No	No	No	Yes	No	No	No	No
Sodium Hydroxide	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

COMPONENT	MO	NJ	ND	PA	RI	TX	WV	WI
Sodium Hypochlorite	No	Yes	Yes	No	No	No	No	No
Sodium Hydroxide	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

INTERNATIONAL REGULATIONS

The components of this product are listed on the chemical inventories of the
following countries:
Australia (AICS), Canada (DSL, NDSL), China (IECSC), Europe (EINECS, ELINCS),
Japan (METI/CSCL, MHLW/ISHL), South Korea (KECI), New Zealand (NZIoC),
Philippines (PICCS), Switzerland (SWISS), Taiwan (NECSI), USA (TSCA).

CANADA: WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

C: Oxidizing Material.
D2B: Irritating to skin / eyes.
E: Corrosive Material.

SECTION 16. OTHER INFORMATION

HAZARD RATINGS:

HEALTH (NFPA): 3, HEALTH (HMIS): 3, FLAMMABILITY: 0, REACTIVITY: 1
(Personal Protection Rating to be supplied by user based on use conditions.)
This information is intended solely for the use of individuals
trained in the NFPA & HMIS hazard rating systems.

EMPLOYEE TRAINING

See Section 2 for Risk & Safety Statements. Employees should be made aware
of all hazards of this material (as stated in this SDS) before handling it.

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



REFERENCES

1. City of Sunnyvale-
Water Pollution Control
1444 Borregas Ave
Sunnyvale, CA 94089

Contact: Dreama Howard, Buyer
Phone: (408) 730-7396

For Supply and Delivery of Sodium Bisulfite

2. County Sanitation Districts of Los Angeles County
PO Box 7998
Whittier, CA 90607-4998

Contact: Cheryl Shea, Buyer
Phone: (562) 908-4288

For Supply and Delivery of Bulk Sodium Bisulfite

3. Pima County -
Tres Rios
7101 N Casa Grande Hwy
Tucson, AZ 85701

Contact: Hazel Houston, Procurement
Phone: 520-791-6507

For Supply and Delivery of Sodium Bisulfite

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



REFERENCES

1. County Sanitation Districts of Los Angeles County
PO Box 7998
Whittier, CA 90607-4998

Contact: Karen Streefer, Buyer
Phone: (562) 908-4288

For Supply and Delivery of Bulk Sulfuric Acid

2. County Sanitation Districts of Los Angeles County
PO Box 7998
Whittier, CA 90607-4998

Contact: Cheryl Shea, Buyer
Phone: (562) 908-4288

For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50%

3. Turlock Irrigation
Walnut Energy Center
600 Washington Rd.
Turlock, CA 95380

Contact: Debbie Schickert- Contract Specialist
Phone: 209-883-8403

For Supply and Delivery of Caustic Soda 50%

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Univar USA Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see Instructions) ▶ _____

Exemptions (see Instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
3075 Highland Pkwy Ste 200

City, state, and ZIP code
Downers Grove, IL 60515-5560

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
9	1	-	1	3	4	7	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 2.

Sign Here Signature of U.S. person ▶ *David P. Lude* Date ▶ *1/1/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No, Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois Union Insurance Company		27960
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570056947300** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL2802979 SIR applies per policy terms & conditions	03/01/2015	06/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY			CA 4806893 Commercial Auto (AOS)	03/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 4806894 Commercial Auto (MA)	03/01/2015	06/01/2016	BODILY INJURY (Per person)
B				CA 4806895 Commercial Auto (VA)	03/01/2015	06/01/2016	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XCEG27380566002 SIR applies per policy terms & conditions	03/01/2015	06/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC001591220 (AOS)	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C				WC001591223 (MA, ND, WI, WY)	03/01/2015	03/01/2016	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Pol'l Legal Liab			PLS6292901	03/01/2015	06/01/2016	Aggregate \$15,000,000 Agg Ded \$500,000 Occurrence \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Univar Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>
--	---

Holder Identifier :

Certificate No : 570056947300

AGENCY CUSTOMER ID: 570000014538

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Inc.	
POLICY NUMBER See Certificate Number: 570056947300			
CARRIER See Certificate Number: 570056947300	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				CA 4806890 Truckers Liability (AOS)	03/01/2015	06/01/2016	Combined Single Limi	\$5,000,000
B				CA 4806891 Truckers Liability (MA)	03/01/2015	06/01/2016		
B				CA 4806892 Truckers Liability (VA)	03/01/2015	06/01/2016		
	WORKERS COMPENSATION							
B		N/A		WC1591222 (CA, OH, OR, WA) SIR applies per policy terms & conditions	03/01/2015	03/01/2016		
C		N/A		WC001591221 (FL)	03/01/2015	03/01/2016		
C		N/A		WC012948466 (IL, KY, NC, NH, UT)	03/01/2015	03/01/2016		
C		N/A		WC012948467 (AK, AZ, GA)	03/01/2015	03/01/2016		
C		N/A		WC012948468 (NJ, PA)	03/01/2015	03/01/2016		
	OTHER							
D	Poll Legal Liab			PLS6292901	03/01/2015	06/01/2016	Occ Ded	\$500,000

City and County of San Francisco
Office of Contract Administration
Purchasing
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4685



CONTRACT AWARD

Indefinite Quantity

Univar USA, Inc.
8201 S. 212th Street
Kent, WA 98032
Attn: Jennifer Perras
E-Mail: muniteam@univarusa.com

Date: April 20, 2016
Buyer's Name: Abby Fard
Term Contract: 66325
Type: Indefinite
Not-to-exceed amount: \$14,500

The City and County of San Francisco does hereby accept your offer to furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

For furnishing and delivering **Sodium Hypochlorite.**

For the term **June 1, 2016 through May 31, 2019.**

Items: **Aggregate 1, Items 1 thru 3**
Aggregate 2, Item 1

Payment Terms: **Net 30**

Acknowledge receipt and acceptance of this Contract Award in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. **DUPLICATE COPY IS FOR YOUR FILES.**

As the duly appointed Purchaser
of the City and County of San Francisco

Date

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor UNIVAR USA, Inc.
By [Signature] Title VP
Print Name JERROLD B. PANOCK
Date APRIL 20, 2016



OFFICE OF THE CITY ADMINISTRATOR



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

March 16, 2016

Angela Calvillo
Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

The Office of Contract Administration is submitting the enclosed resolution that would authorize the Office of Contract Administration to execute a contract with Univar USA, Inc. to procure Sodium Hypochlorite for treatment of drinking water and waste water, pursuant to Charter Section 9.118(b).

The initial term of the proposed contract will be three years, to commence following Board approval, with two options to extend the contract for up to one year each at the City's sole and absolute discretion. The proposed contract amounts for the full term of the contract is \$24,000,000.

If you have any questions, please contact Cameron Langner at 415-554-7799. Thank you for your consideration.

The Following is a list of accompanying documents:

- Univar Resolution
- SFEC form 126 BOS-info
- SFEC form 126 Mayor form-info

Sincerely,

Naomi M. Kelly
City Administrator

CC: Jaci Fong

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO
 2016 MAR 21 AM 11:39
 BY

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Univar USA Inc	
<i>Please list the names of</i> (1) members of the contractor's board of director: None (2) the contractor's chief executive officer, chief financial officer and chief operating officer: Erik Fyrwald-CEO; Carl J. Lukach CFO; Erik Viens-Vice President, Kerri Howard-VP of Treasury; Brian Rinehart- Regional Vice President (3) any person who has an ownership of 20 percent or more in the contractor: None (4) any subcontractor listed in the bid or contract: None (5) any political committee sponsored or controlled by the contractor: None	
Contractor address: Branch-2256 Junction Ace, San Jose, CA 95131 Muni Team-8201 S 212 th St, Kent, WA 98032	
Date that contract was approved:	Amount of contract: \$24,000,000
Describe the nature of the contract that was approved: Sodium Hypochlorite	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: (415) 554-5184
Address: 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

S:\ALL FORMS\2008\Form SFEC-126 Contractors doing business with the City 11.08.doc