



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

INVITATION TO BID #3439-08
SODIUM HYPOCHLORITE 12½% and HYDROCHLORIC ACID 15%,
INCLUDING STORAGE TANKS AND EQUIPMENT

April 23, 2008

The County of San Luis Obispo is currently soliciting bids for Sodium Hypochlorite 12½% and Hydrochloric Acid 15%, Including Storage Tanks And Equipment as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of San Luis Obispo reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form. They must be received at the office of the General Services Department no later than 4:00 p.m., May 7, 2008.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening.

DEBBIE BELT
Buyer - Central Services Division
dbelt@co.slo.ca.us

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TO: ALL PROSPECTIVE BIDDERS

SUBJECT: LOCAL BIDDERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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TO: ALL PROSPECTIVE BIDDERS

SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING CHLOROFLUOROCARBONS (CFC's)

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances that Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

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GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.
3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. Prompt payment discounts of 20 days or longer will only be considered when comparing bids, however, if you offer any prompt payment discounts, please indicate this on your bid.
5. Awards will be made to realize the greatest savings to the County.
6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per vendor.
12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence. Any bids received after closing time stipulated will be returned unopened.

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14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.
15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.
16. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the Buyer, who will have the sole right to make the determination. If an alternate is submitted without going through the above- described process, the County will have the sole right to decide whether or not an alternate is acceptable.
17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
18. **TERMINATION FOR NON-APPROPRIATIONS:** The County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, the County may terminate this agreement with respect to not less than the entire term effective as of the end of any of its succeeding fiscal periods by giving sixty (60) days prior written notice of the termination and establishing a termination date.

All obligations of County to make payments due after the termination date will cease. Notwithstanding the foregoing, County agrees to (i) not to terminate this agreement under this provision if any funds are appropriated to perform the services of this agreement and (ii) that County will use its best efforts to obtain appropriation of the necessary funds to avoid termination of this agreement.
19. **NO FAXED** Bids will be accepted.
20. Return bid by May 7, 2008 at 4:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES
DEBBIE BELT, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

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GENERAL SPECIFICATIONS

A. PURPOSE:

To establish an annual contract for the purchase of 12½% Sodium Hypochlorite, 15% Hydrochloric Acid, tanks and equipment.

B. TERM:

May 15, 2008 through June 30, 2011 unless extended with the prior approval of both parties. Prices may be increased for successive fiscal years subject to the prior approval of the Buyer based on C.P.I. changes for the Los Angeles region.

C. TERMINATION:

WITH CAUSE: The County may immediately cancel this contract for cause. Due cause for termination shall include, but not be limited to failure to deliver according to schedule, failure to respond to technical questions in a satisfactory manner, and/or other reasons of unsatisfactory service.

WITHOUT CAUSE: Both the County and the contractor may, upon giving thirty (30) days written notice, terminate this contract with or without cause.

D. BID COMPLIANCE:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of any bid.

E. PRICING:

Pricing shall remain firm for one (1) year thereafter, the County of San Luis Obispo reserves the right to allow price adjustments of the contract as follows:

A price increase may be allowed for each option period as the result of:

1. Manufacturer or Supplier price increases in the product(s) offered;
2. Governmental or regulatory agency increases to the trade;
3. National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor.

Any request for a price increase must be substantiated with documentation from the vendor, a manufacturer, supplier, or governmental agency and must be submitted in writing at least (30) days prior to the effective date of the increase. Overall increases of greater than 3% from prior year prices will not normally be allowed.

F. AWARD:

The County reserves the right to award in whole or in part, where such action serves the best interests of the County.

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G. EVALUATION CRITERIA:

The evaluation of proposals will be based on but not limited to the following:

1. Pricing.
2. Delivery times, including emergency deliveries.
3. Exceptions taken to specifications.
4. Price protection.
5. Minimum order requirements.
6. Switching Cost-San Luis Obispo County utilizes an analysis of the cost to the County to switch to a new vendor. Both hard and soft (administration) costs are estimated.

H. INQUIRIES:

Questions concerning this bid should be directed to:

Debbie Belt
County of San Luis Obispo
(805) 781-5903

- I. Insurance requirements and indemnification clause attached will be made a part of Purchase Order.

INSURANCE REQUIREMENTS

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope And Limits Of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. Commercial General Liability Insurance Policy ("Cgl")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. Business Automobile Liability Policy ("Bal")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

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- c. **Workers' Compensation And Employers' Liability Insurance Policy ("Wc/EI")**
This policy shall include at least the following coverage and policy limits:
1. Workers' Compensation insurance as required by the laws of the State of California; and
 2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.
- d. **Professional Liability Insurance Policy ("PI")**
This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.
2. **Deductibles And Self-Insurance Retentions**
Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.
3. **Endorsements**
All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:
- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
 - b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
 - c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
 - d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
 - e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
 - f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
 - g. Deductibles and self-insured retentions must be declared (All Policies).

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4. Absence Of Insurance Coverage

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. Proof Of Insurance Coverage And Coverage Verification

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: San Luis Obispo County Parks
1087 Santa Rosa St.
San Luis Obispo, CA 93408

INDEMNIFICATION:

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.

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7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

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TECHNICAL SPECIFICATIONS

Sodium Hypochlorite 12.5%

5 x 525 gal. Tank 48 x 72 inch
1 x 300 gal. Tank 36 X 79 inch

5 x 650 gal. Containment Tank 60 x 60 inch
1 x 345 gal. Containment Tank 48 x 44 inch

Hydrochloric Acid 15%

4 x 300 gal. Tank 36 x 79 inch
2 x 200 gal. Tank 36 x 55 inch
1 x 120 gal. Tank 32 x 39 inch

5 x 345 gal. Containment Tank 48 x 44 inch
2 x 345 gal. Containment Tank 48 x 44 inch
1 x 190 gal. Containment Tank 42 x 33 inch

All tanks must be brand new, no used equipment and each tank must not exceed the dimensions listed above. Each tank must have a reverse level indicator, 2-inch vent on Sodium Hypochlorite 12.5% tanks, 1 ½ inch plumbed fill line with ball valves and a make camlock. (Complete down the side of the tank) ½ inch top discharge with footvalve on well pipe, ¾ inch drain in each containment with a ball valve, each tank must be labeled with all product labels and haz mat signage.

All tanks must be approved for the two chemicals below. (HDLPE)

Hydrochloric Acid 15% tanks must have a sealed manway.

Sodium Hypochlorite 12.5% tanks must be 100% UV resistant and Opaque Resin. No Black tanks.

Maintenance and repair of tanks: Vendor shall be responsible for all maintenance and repairs to the tanks that are required due to normal wear and tear.

Title to the tanks and equipment: The tanks and equipment are to be the sole property of the vendor and shall not become a fixture or part of the County's real property.

No Minimum delivery requirements for either chemical. Minimum order size is 25 gallons of each product to each delivery site.

Deliveries must be made Monday through Friday 8:00 AM to 3:00 PM. Driver must call 24 hours prior to delivery. Order must be delivered within 48 hours of order placement.

Truck must be able to pump 140 feet and have one single hose. Line must be able to be pumped clean. (No gas driven pumps) air only.

ALL products must be NSF approved.

Prices must be firm for the first 12 months. No price adjustments will be accepted during this 12-month period.

Max truck length is 30 feet to fit into a couple of the delivery locations. As of Jan 1 2007. Sodium Hypochlorite 12½% and Hydrochloric Acid 15% CANNOT be hauled on the same truck (Legally). Per the Department of Transportation requirements, products must come on separate delivery vehicles or the next day.

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Table below shows the locations and approximate past usages May – January

This is not a guarantee, it is an estimate for bidding purposes.

Location	Sodium Hypochlorite	Hydrochloric Acid
Hardie Park North Birch St. Cayucos 93430	1600 gal	1600 gal
San Miguel Comm. Park 1221 K St. San Miguel 93451	2600 gal	3600 gal
Santa Margarita Lake 4695 Santa Margarita Lake Dr. 93453	1800 gal	5500 gal
Shamel Park 5455 Windsor Blvd. Cambria 93428	600 gal	600 gal
CW Clark Park 101 W. Centre St. Shandon 93461	4000 gal	5200 gal
Templeton Park 250 6 th St. Templeton 93465	3300 gal	4800 gal
Coastal Dunes 1001 Pacific Blvd, Hwy 1 Oceano 93445	600 gal	600 gal

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The undersigned agrees to:

Deliver F.O.B. San Luis Obispo to different locations and addresses listed in table in technical specifications.

The purpose of this bid is to establish a blanket purchase order for three (3) fiscal years commencing on May 15, 2008 through June 30, 2011.

During the first year of this contract pricing is firm and protected from increase. If there should be a decrease in price, it will be passed on to the County.

Estimated yearly usage is noted in technical specifications.

Total delivered price per gallon 12.5% Sodium Hypochlorite \$_____/gallon

Total delivered price per gallon 15% Hydrochloric Acid \$_____/gallon

Any additional costs that might be incurred on this bid should be listed as a part of this bid below. Should you require tank rental, please indicate your rental price by size per month.

TERMS OF SALE _____

Authorized Official Name (Print) _____

Authorized Official Title (Print) _____

Signature _____

Firm Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ FAX _____

Federal Taxpayer ID# _____

Individual/Sole Proprietor Corporation Partnership Other

BIDS MUST BE RECEIVED BY 4:00 P.M., MAY 7, 2008 AND
WILL BE OPENED IN THE OFFICE OF GENERAL SERVICES
Bid #3439-08