



NOTICE TO BIDDERS

Notice is hereby given that the City of Livermore invites sealed bids for **SODIUM HYDROXIDE (CAUSTIC SODA)**.

Each bid shall be in accordance with the conditions and specifications on file in the office of the **Purchasing Specialist, 1052 South Livermore Avenue, Livermore, California 94550**, where copies of said conditions and specifications may be inspected or obtained at no charge. All bids must be on the form provided, enclosed in a sealed envelope and **clearly identified** with **bid title, name of bidder** and **date of bid opening** to preclude premature opening of bid.

Sealed bids shall be delivered to the Purchasing Specialist at the above indicated address on or before **3:00 p.m., Thursday, November 6, 2008**.

The City of Livermore reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City.

Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

PUBLISHED: Thursday, October 23, 2008

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE
GENERAL CONDITIONS

1. Notice is hereby given that the City of Livermore, Alameda County, California, will receive sealed bids for **SODIUM HYDROXIDE, 50% / 76 STANDARD (CAUSTIC SODA)**.
2. Each bid shall be in accordance with specifications on file in the office of the Purchasing Specialist, City of Livermore, 1052 So. Livermore Ave., Livermore, California 94550, where a copy may be obtained at no charge.
3. **Each Bid shall be sealed and filed with the said Purchasing Specialist at 1052 South Livermore Avenue, Livermore, CA 94550 prior to 3:00 p.m. Thursday, November 6, 2008. It is the bidder's responsibility to ensure that bids are received prior to the 3:00 p.m. bid closing time. LATE BIDS WILL NOT BE ACCEPTED!**
4. **A complete copy of these specifications must accompany each bid. All blanks in specifications must be filled in or bid will be considered unresponsive.**
5. All prices must be typed or written in ink. **Bids written in pencil will not be accepted.** Mistakes may be crossed out and corrections inserted adjacent, but the correction must be initialed in ink by the person signing the proposal.
6. Any claim of error by a bidder must be made before the time of the bid opening, otherwise it shall be deemed waived.
7. Any deviation from the attached specifications or substitution of services or materials must be clearly indicated. Complete detailed specifications must accompany any substitutions so specified.
8. The City reserves the right to reject any and all bids on any basis deemed in the best interest of the City. Any changes, omissions, or variations in specifications or conditions of quoting may be considered cause of rejection.
9. No bidder may withdraw his or her bid for a period of sixty (60) days after the date set for the opening thereof.
10. The bidder, by submitting his bid, agrees to save, defend, keep, bear harmless, and fully indemnify the said City and any of its officers, officials, agents, employees, or volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for an infringement of the patent rights, copyrights, or trade-marks of any person or persons in consequence of the use by said City, or by any of its officers, officials, agents, employees, or volunteers or articles to be supplied under this bid.

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11. This bid will be awarded to the bidder whose bid represents the Best Value to the City of Livermore. Pursuant to Municipal Code section 2.68.360 (A)(5), the determination of which bid represents the Best Value shall be based upon, but not limited to, the following considerations:
 - a. Cost;
 - b. The ability, capacity, and skill of the contractor to perform the contract or provide the services or equipment required;
 - c. The ability of the contractor to provide the services or equipment promptly or within the time specified without delay or interference;
 - d. The character, integrity, reputation, judgement experience, and efficiency of the contractor;
 - e. The quality of the contractor's performance on previous contracts with the City.
12. All items bid must comply with the SAE standards and meet all OSHA, State of California and Federal Industrial Safety Orders, and regulations in effect on the date of this invitation for bid.
13. The City of Livermore will furnish exemption certificates for all federal taxes, if required. California State, Alameda County, and City of Livermore taxes are applicable and shall be show separately.
14. Any questions regarding quoting procedures may be directed to the Purchasing Specialist, Robert P. Federle, at (925) 960-4342. Any questions regarding the scope of the bid may be directed to David Stoops, Operations Supervisor at the Water Resources Division at 925-960-8122.
15. ***Bidder's attention is directed to the following Insurance Requirements. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Bid and Contract.***

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE
INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (1) General Liability, including operations, products and completed operations, as applicable:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability:

\$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Livermore, its officers, officials, employees and volunteers; or the

Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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INSURANCE REQUIREMENTS

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to the services provided by the Contractor, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of any policies required by this clause, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event the policy is cancelled for non-payment of premium, ten (10) days' prior written notice, as stated above, will be given.

Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. If the insurance company is not licensed to do business in California, the A.M. Best rating shall be not less than A+:X.

Verification of Coverage

Contractor shall furnish the City of Livermore original certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The Commercial General Liability endorsement shall be a form CG 20 10 11 85, and shall have the wording identified as Attachment A, attached to this document. The Commercial Automobile Liability endorsement shall be a form CL/CA 99 09 08 95, and shall have the wording as identified as Attachment B, attached to this document. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all insurance policies required by this section.

Rev.1/17/02

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES or CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF LIVERMORE
ATTN: Risk Manager
1052 South Livermore Avenue
Livermore, California 94550

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with the respect to liability arising out of “your work” for that insured by or for you.

SCHEDULE, CONTINUED: The City of Livermore, its officers, officials, employees and designated volunteers

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PERMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CG 20 10 11 85
ATTACHMENT A

Rev. 1/17/02

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:

CITY OF LIVERMORE
ATTN: Risk Manager
1052 South Livermore Avenue
Livermore, California 94550

- A. WHO IS AN INSURED is amended to include as an "Insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Additional Insured that may be imputed to the Additional Insured. However, the naming of the person or organization shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.
- B. EXCLUSIONS
- This insurance does not apply to:
1. "Bodily Injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for damages that the Additional Insured would have in the absence of the contract or agreement.
 2. "Bodily injury" or "property damage" arising out of the use or your "products" or work you performed for the Additional Insured.
 3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the Additional Insured
 - b. Property in the care, custody or control of the Additional Insured for any purpose of exercising physical control.
- C. Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance that would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.

CL.CA. 99 09 08 95

ATTACHMENT B

Rev. 1/17/02

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

(Continued from page 1.)

SCHEDULE, CONTINUED: The City of Livermore, its officers, officials, employees and designated volunteers.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

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IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

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CL.CA. 99 09 08 95

ATTACHMENT B

Rev. 1/17/02

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE
SPECIFICATIONS

Bids are requested for furnishing the annual requirements of the City of Livermore, Water Resources Division. Beginning upon the date of the award of contract and ending **twelve months after the contract award date**, for **SODIUM HYDROXIDE, 50% / 76 STANDARD**.

Note: The City of Livermore, Water Resources Division will consider multi-year contracts provided the Bidder demonstrates that a cost savings can be obtained over a single-year contract period. The City will also consider renewing the annual contract for two additional one-year terms, provided there is no cost increase, or the supplier demonstrates that any cost increase will continue to provide the best value. If the City of Livermore decides to extend the contract, the decision can be made by the Public Services Director.

DELIVERY ADDRESS

City of Livermore
Water Resources Division
101 W. Jack London Blvd.
Livermore, CA 94550

DELIVERY COST

Price bidd shall include all delivery and unloading charges

SPECIFICATIONS/TECHNICAL INFORMATION:

PURPOSES OF SODIUM HYDROXIDE (CAUSTIC SODA):

To adjust the pH value of treated wastewater to a level that provides for the protection of transmission pipes.

AVERAGE DAILY AMOUNT OF INCOMING RAW SEWAGE TO BE PROCESSED: 6.8 – 7.5 MGD

MATERIAL CODE: Sodium Hydroxide, 50% / 76 Standard

ESTIMATE ANNUAL USAGE: 85 Dry Tons

Bidders shall provide the following information on the **BIDDERS PROPOSAL** form:

Brand name bidd: _____

Price per dry ton: _____\$/DRY TON

FOB Destination

DELIVERY

The City requires delivery within fourteen (14) calendar days after receipt of orders. In no case will bids be considered that take exception to the delivery requirements.

ILLUSTRATIVE AND TECHNICAL DATA

Bidder is to submit with proposal, complete Illustrative and Technical Data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

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FOR: SODIUM HYDROXIDE

ESTIMATED QUANTITIES

The quantities stated herein are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price bid.

HAZARDOUS SUBSTANCE

This specification includes products that may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386. Material Safety Data Sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194, shall accompany this bid.

If any of the ingredients of the product bid is a Carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a Carcinogen. Bidder is advised that the product will not be accepted unless (1) the product may be used safely and (2) No acceptable Non-Carcinogenic Substitute is available.

A copy of the MSDS shall accompany each shipment of the product to a city facility.

The following information must be provided on the invoice for each delivered shipment of (chemical).

1. Order date, time, and person placing order.
2. Delivery date and time.
3. Liquid pounds of sodium hydroxide delivered.
4. Total solids concentration of sodium hydroxide delivered.
5. Dry tons of sodium hydroxide delivered.
6. Price of sodium hydroxide, based on dry tons.
7. Total charge for sodium hydroxide delivery.

CITY OF LIVERMORE
REQUEST FOR BID NO. 4065
FOR: SODIUM HYDROXIDE
BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the General Conditions and Specifications and agrees to furnish the services so covered to the City of Livermore. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice to Bidders" which document is made a part of this proposal.

PURCHASING SPECIALIST
City of Livermore
1052 South Livermore Avenue
Livermore, California

SODIUM HYDROXIDE (CAUSTIC SODA), 50% / 76 STANDARD

Brand name bidd: _____

Price per DRY TON: _____ \$/DRY TON

FOB: Destination

COOPERATIVE PURCHASING

Would you be willing to offer the above product to other Government Agencies at the above price? (Your response to this question will in no way affect the award of this Bid.)

YES _____

NO _____

(Authorized Signature)

DATE: _____

COMPANY: _____

ADDRESS: _____

BY: _____
(PRINT NAME) (SIGNATURE)

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE. A COMPLETE COPY OF THESE SPECIFICATIONS, INCLUDING ALL ADDENDA ISSUED (IF ANY) MUST ACCOMPANY EACH BID.