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**INVITATION TO BID #2102A  
Liquid Oxygen (LOX)  
Period of Performance July 1, 2020 through June 30, 2021**

This Invitation to Bid dated April 30, 2020 is being issued to receive sealed bids by the Purchasing Officer, Brian K. Jackson, Contra Costa Water District (CCWD), 1331 Concord Avenue, Concord, California, **until 10:00 A.M., Monday, May 4, 2020** for Liquid Oxygen for fiscal year 2021 (FY21), beginning July 1, 2020 through June 30, 2021. Chemical to be utilized at the Ralph Bollman Water Treatment Plant, Concord; Randall Bold Water Treatment Plant, Oakley; City of Brentwood Water Treatment Plant, Oakley; Los Vaqueros Watershed, Brentwood. Bids must be in sealed envelopes marked, "Bids for Water Treatment Chemicals".

As part of the Invitation to Bid response package, vendors must supply a minimum of three trade references from potable water agencies or municipalities. All vendors must provide NSF certification for the chemical works of origin for all treatment chemicals bid unless otherwise detailed in the CCWD's bid specifications. Failure to provide NSF certification as required will constitute a non-responsive bid.

**CCWD has an insurance compliance program that requires all companies providing products and services to CCWD, have in place insurance coverage prior to the issuance of any contract. These insurance levels are described on the attached individual chemical specifications. Once the lowest most responsive and responsible bid has been established, the vendor will have until June 16, 2020 to provide all required insurance documents per the samples provided.**

CCWD does not obligate itself to accept the lowest bid or any particular bid but specifically reserves the right to reject any or all bids or CCWD will accept any bid or combination of bids considered most favorable.

**Bid must be submitted via email to Brian K. Jackson, Purchasing Officer at [bjackson@ccwater.com](mailto:bjackson@ccwater.com) on or before the stated due date and time.**

A handwritten signature in black ink that reads "Brian K. Jackson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian K. Jackson  
Purchasing Officer  
Contra Costa Water District

The bids shall be prepared in accordance with the following attachments:

- Attachment A: Water Treatment Chemicals
- Attachment B: Liquid Oxygen Specifications
- Attachment C: Purchase Order Terms and Conditions
- Attachment D: Bid Guarantee
- Attachment E: Bid/Proposal General Provision
- Attachment F: Insurance Sample
- Attachment G: Contractor Safe Practices Handbook

All quantities provided are estimated quantities and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demand. CCWD encourages contracts with minority and women-owned and operated business enterprises.

Please direct all questions in writing by 1:00 pm, Monday, April 20, 2020 via email to: [bjackson@ccwater.com](mailto:bjackson@ccwater.com), Purchasing Officer. Responses to all questions will be posted to Contra Costa Water District website in the form of an Addendum at [www.cwater.com](http://www.cwater.com) no later than 3:00 pm, April 20, 2020.

**Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct**

Per District Administrative Procedure XII-4 entitled *Equal Employment Opportunity; Prohibition of Discrimination, Harassment, Retaliation, and Abusive Conduct*, the District is an equal employment opportunity employer. As such, the District employs, recruits, retains, promotes, evaluates, terminates, and otherwise treats all employees, contractors, and job applicants on the basis of merit, qualification, and competence, and without regard to any Protected Category under the Equal Employment Opportunity Commission or the State of California Department of Fair Employment and Housing. The District does not tolerate discrimination, harassment, retaliation, or abusive conduct by or against employment applicants, employees, those not employed by but working on behalf of the District, and/or members of the public. Immediate and appropriate corrective action will be implemented as warranted for any and all such misconduct. Administrative Procedure XII-4 is applicable to all employees and agents of the District with whom an individual comes into contact in the workplace or a work-related situation. The District's policy can be found at the following web address: <https://www.cwater.com/DocumentCenter/View/973/XII-4-Equal-Employment-Opportunity-PDF>

CONTRA COSTA WATER DISTRICT  
1331 Concord Avenue  
Concord, CA 94520

**WATER TREATMENT CHEMICALS**

**General Specifications**

Specifications listed below are general requirements for all chemicals – detailed requirements are stated in the individual chemical specifications attached. All treatment chemicals or products must be certified as meeting the current specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals – Health Effects), which is hereby incorporated by reference. Certification shall be from an American Water Works Association (AWWA) accredited product certification organization whose certification system includes, as a minimum, the following criteria for ensuring the chemical or product meets NSF/ANSI Standard 60.

- (a) Annual product testing.
- (b) Annual facility inspections.
- (c) Annual quality assurance and quality control review.
- (d) Annual manufacturing practice reviews, and
- (e) Annual chemical stock inspections.

All prospective vendors must submit proof of current NSF/ANSI 60 certification for chemical works of origin for all chemical bids. Bill of lading must clearly identify product delivered to be NSF 60 certified by stamp or typed written statement – no handwritten notations accepted. Failure to provide clear identification of NSF product will result in rejection of the load at no cost to the Contra Costa Water District (CCWD).

**General Chemical Standards:**

1. Liquid Oxygen must conform to current version of AWWA Standard B304-18.

**General Delivery and Invoice Requirements**

The quantities on the bid sheet are estimated annual requirements for the 2021 Fiscal Year (FY21) and shall be delivered as requested to either the Bollman Water Treatment Plant, 2015 Bates Avenue, Concord, CA; Randall Bold Water Treatment Plant, 3760 Neroly Road, Oakley, CA; Brentwood Water Treatment Plant, 3760 Neroly Road, Oakley, CA; Los Vaqueros Watershed, 100 Walnut Blvd, Brentwood, CA. All prices to include delivery and offloading. All invoices must indicate total pounds billed and delivered.

1. Liquid Oxygen: Delivered in truck load quantities by tank truck equipped to transfer to storage tanks. All invoices must indicate cubic feet.

## **Required Documentation**

BY STATE LAW, ALL DRINKING WATER TREATMENT CHEMICALS MUST CONFORM TO THE REQUIREMENTS OF NSF/ANSI STANDARD 60 – DRINKING WATER TREATMENT CHEMICALS. THEREFORE, ALL PROSPECTIVE VENDORS MUST SUBMIT PROOF OF NSF/ANSI STANDARD 60 CERTIFICATION FOR CHEMICAL WORKS OF ORIGIN FOR ALL TREATMENT CHEMICAL BID UNLESS OTHERWISE DETAILED IN THE DISTRICT'S BID SPECIFICATIONS.

As part of the attached specification, potential suppliers are provided with the chemical-specific requirement of the Certificate of Analysis, product sample, site specific off-load connections, and sample calculations for billing purposes as appropriate. Deliveries will not be accepted without the specified Certificate of Analysis (except where noted) and the most current Safety Data Sheet (SDS) for each load of chemical delivered. Furthermore, it is responsibility of the supplier to provide any fittings or hardware necessary to adapt delivery truck hoses to the particular chemicals offloading station area fittings.

Delivery drivers are required to bring and wear the necessary personal protection equipment as specified on the SDS for that product. The truck driver/delivery technician must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and Occupational Safety and Health (OSHA) safety standards while on the premises. Prior to the offloading of the product, the driver shall provide to the Water Treatment Plant Operator the required documentation that is listed below. If required documentation is not received the load may be refused. Load delay or load refusal will be at no cost to CCWD. Loss of certification shall constitute in sufficient grounds for immediate termination of the contract.

Suppliers must include with their pricing for each chemical, cost associated with:

- Certified weight certificates
- Bill of Lading
- Weight Master's certificate of Weight and Measure (if not included on Bill of Lading)
- Certification of Analysis (if applicable)
- Safety Data Sheet

- ANSI/NSF Standard 60 Certification for chemical works of origin for all treatment chemicals bid unless otherwise detailed in CCWD's bid specification. Bill of lading must be clearly stamped or marked indicating product delivered is ANSI/NSF standard. Non-compliance of clearly identified NSF product will result in refusal of delivery.
- Any taxes and fees must be included in the unit price.

The supplier must submit the following information with the bid:

- Business Manager
  - Telephone number(s)
  - Email Address
  - Sales/Account Representative
  - Telephone number(s)
  - Email Address
- Ordering Information
  - Contact Person(s)
  - Normal Business Hours
  - Telephone number(s)
    - During normal business hours
    - After hours
- Email address if available
- Chemical Emergency Assistance (24 hours/7 days a week)
  - Telephone number(s)
  - Contact Person(s)
- ANSI/NSF Standard 60 Certification for chemical works of origin for all treatment chemicals bid unless otherwise detailed in the District's bid specification.
- SDS Sheets for each chemical

### **Rejection of Deliveries**

CCWD reserves the right to reject any chemical delivery which does not conform to our bid specifications. Any contaminated chemical must be re-delivered by the Contractor within 48 hours of the unacceptable delivery. Any departure from bid specifications must have prior approval by CCWD in writing. Rejection includes reimbursement to CCWD by the supplier, or product replacement free of charge.

### **Insurance Requirements**

#### **Indemnification**

The contractor shall indemnify, hold harmless and defend CCWD, and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD, the contractor or any other person and from any and all claims, demands and actions in law or equity (including

reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The contractor's obligations under the preceding sentence shall apply regardless of whether CCWD or any of its officers, directors, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the active negligence or by the willful misconduct of the CCWD. If contractor should subcontract all or any portion of the work to be performed under this agreement, contractor shall require each subcontractor to indemnify, hold harmless, and defend the CCWD, its officers, Directors, officials, employees, volunteers and agents in accordance with the terms of the preceding paragraph.

### Insurance

CCWD's insurance compliance program requires all companies providing products and services to CCWD to have in place insurance coverage prior to the issuance of any contract. These insurance levels are described on the individual chemical specifications. Once the low bid or most responsive response has been established, that vendor will have until June 1, 2020 to provide all required insurance documents per the sample provided. Insurance questions can be directed to Brian K. Jackson via email at [bjackson@ccwater.com](mailto:bjackson@ccwater.com).

The contractor shall provide proof of insurance, in amounts listed below unless specified in the individual chemical specifications:

- Comprehensive General Liability - \$5,000,000 per occurrence for Bodily Injury and Property Damage, including Products Liability.
- Workers' Compensation - Statutory coverage including \$1,000,000 Employers' Liability
- Commercial Auto Liability - \$2,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Trucking insurance including loading and unloading operations must be covered.

**Please note:** in addition to the Certificate of Liability Insurance, an Additional Insured Endorsement must be provided listing Contra Costa Water District, its officers, agents, and employees as "Additional Insured" for all insurance policies except the Workers' Compensation insurance policy and to provide CCWD with thirty days written notice in the event of cancellation of the contractor's insurance. The Certificate of Liability shall specify all operations of the contractor.

### Billing Information

The Supplier shall include on all invoices the shipping date, bill of lading number, quantity, unit price, and extension. Applicable taxes or fees can be separated from the total invoice, however tax and/or fees plus the billed unit price must be equal to the quoted bid price. Payments for all products will be made according to CCWD's terms and conditions after receipt of a complete and accurate invoice.

### Sales Tax

Sales tax may not be applicable if the product is used in the production and purification of potable water for resale, all other chemical pricing should include applicable sales tax.

## Safety Requirements

CCWD requires that the Contractor's lead person on the job, complete OSCA safety training course at the facility below before contract period begins. Below is the contact information for the facility:

- Name of training: Contra Costa Water District Contractor Orientation Course Code – 19CCWDSO
- Location of training: OSCA facility at 1805 Arnold Drive in Martinez
- Duration of training: about an hour
- OSCA hours: 6 am to 5 pm
- OSCA phone number: (925) 335-5026
- Costs of training: \$25/person

The truck driver/delivery technician is required to provide and wear the necessary personal protection equipment as specified on the Safety Data Sheets (SDS) for the product being delivered. Truck driver or delivery technician must provide and use wheel chocks while off-loading product. The contractor, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and OSHA safety standards while on the premises. Furnished equipment, materials, and/or services, must comply with all OSHA standards and regulations and all applicable government laws and orders. CCWD reserves the right to refuse any shipment which cannot be unloaded using safe and proper techniques. Any such refusal will result in the return of the product at the contractor's sole expense.



**CONTRA COSTA WATER DISTRICT**  
**Liquid Oxygen (LOX)**  
**Specifications**

**Requirements**

Under this schedule, the Contractor must furnish Liquid Oxygen (bulk) F.O.B. destination in accordance with the American Water Works Association Standard B304-18, except as modified or supplemental herein. NSF 60 certification for the chemical works of origin for product is required at submission of bid. Bill of lading must clearly identify product delivered to be NSF 60 certified by stamp or type written statement, no handwritten notations will be accepted. Failure to provide clear identification of NSF product will result in rejection of the load at no cost to CCWD.

**Delivery Requirements**

**Placement of Orders**

Deliveries must be made within (3) three business days after receipt of order. Conditions may arise which require emergency deliveries including holidays, weekends, and night hours within twenty-four (24) hours after notification. With the exception of emergency deliveries, all deliveries shall be made weekdays between 7:00 am to 2:00 pm. The Water Treatment Supervisor or a designated representative must approve any exception to this requirement prior to the delivery.

**Spillage**

The Contractor or its sub-contractors shall be responsible for any spills resulting from the failure of the delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies that would most commonly be expected to occur. CCWD reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Water Treatment Plant Operator. The Contractor will be responsible at no charge to CCWD for immediate clean-up, containment, disposal, and the restoration of the affected area back to original condition prior to the incident. These activities will be conducted in accordance with all applicable laws and regulations. If the spill is not cleaned up, CCWD will hire a certified hazardous material handling company to clean up the spill and properly dispose of material. The cost for such service and any fines or penalties which may be imposed by regulating agencies will be charged to the Contractor and deducted from monies due.

### **Condition of Cargo Containers and Equipment**

The tanks or trailers shall be clean and free of residue from previous loads which might contaminate the product. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Oxygen shall be clean and free from contaminating material. CCWD will reject a load if the equipment is not clean. The Contractor shall furnish a CCWD approved, leak-free connection device between the pumper and CCWD's intake receptacle.

CCWD requires the Contractor to provide all off-load connectors. The off-load connectors are 2" (two inch) camlocks at the water treatment plants listed below. Contractor must provide and use wheel chocks during unloading of product.

### **Delivery Locations**

- One (1) horizontal tank, 13,000 gallon, Randall Bold Water Treatment Plant, 3760 Neroly Road, Oakley, CA
- Two (2) vertical tanks 11,000 gallons each, Bollman Water Treatment Plant, 2015 Bates Avenue, Concord, CA
- One (1) vertical tank 6,000 gallons, City of Brentwood Water Treatment Plant, 3760 Neroly Road, Oakley, CA
- One (1) horizontal tank 6,000 gallons, Los Vaqueros Interpretive Center, 119 Walnut Blvd., Brentwood, CA. This tank is located in a remote location and requires the driver to give a one-hour notification prior to arriving at this site. All deliveries at this location must have a CCWD's personal escort.

### **Sampling and Testing**

CCWD reserves the right to subject samples of Liquid Oxygen (bulk) to analysis to ensure that it meets the required specifications. If the liquid Oxygen (bulk) does not meet specifications, CCWD has the option of requiring the Contractor to remove and replace any and all rejected Liquid Oxygen (bulk) within 24 hours of notification. No payment shall be made for Liquid Oxygen (bulk) that is rejected.

Any lot tested by CCWD that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for cancellation of the contract.

### **Specifications of Material**

Liquid Oxygen (bulk) supplied under this contract shall be tested and certified as meeting the required specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals. It is the responsibility of the supplier to inform CCWD that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification.

Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

The Liquid Oxygen (LOX) supplied shall conform to the following quality requirements:

- The dew point of the LOX supplied shall not be above -80.0 F at standard atmospheric pressure.
- The total hydrocarbon content (THC) of the delivered LOX shall not exceed 25 ppm.
- The minimum purity of the delivered LOX shall be 99.5 percent (mole/mole)

For each delivery of Liquid Oxygen, the SUPPLIER shall submit an Affidavit of Compliance (please see affidavit form on the next page). The affidavit of compliance shall contain:

- Temperature (F, C)
  - The guaranteed dew point temperature (at standard atmospheric pressure ) of each individual shipment. Temperatures shall be supplied in degrees of Fahrenheit and degrees Celsius.
- Parts per Million (ppm)
  - The THC of the individual shipment shall be stated in parts per million (ppm) and shall be in compliance with this specification.
- Gas Grade and Purity Levels (%)
  - The grade of the LOX delivered at each individual shipment shall be stated, and shall comply with the grade required by this specification.
  - The purity level of each individual shipment shall be specified as a percentage (mole/mole) and shall comply with the purity levels required by this specification.

### **Affidavit of Compliance**

An affidavit of compliance report shall be submitted for Liquid Oxygen (bulk) delivery to CCWD. This report shall include the date of manufacturer of the load delivered and the concentration of the following given in parts per million (ppm):

- Date
- Shipper ID
- Methane (ppm)
- Ethane (ppm)
- Carbon Dioxide (ppm)
- Nitrogen (ppm)
- Other (balance)

No deliveries will be accepted by CCWD unless accompanied by said affidavit of compliance report for the specific batch or lot of chemical delivered shown that the specifications listed.

Charges for the affidavit of compliance report shall be included in the bid price.

### **Delivery Tickets/Bill of Lading**

The delivery ticket or bill of lading must include beginning and ending meter readings and total hundred cubic feet delivered.

### **Security**

There shall be no charges to CCWD for any delays in offloading of chemical or refusal of shipment for security reasons.

### **Billing Information**

The Supplier shall include on all invoices the shipping date, bill of lading number, quantity, unit price, and extension. Applicable taxes or fees can be separated from the total invoice, however tax and/or fees plus the billed unit price must be equal to the quoted bid price. Payments for all products will be made according to CCWD's terms and conditions after receipt of a complete and accurate invoice.

### **Sales Tax**

Sales tax may not be applicable if the product is used in the production and purification of potable water for resale, all other chemical pricing should include applicable sales tax.

### **Safety Requirements**

CCWD requires that the Contractor's lead person on the job, complete OSCA safety training course at the facility below before contract period begins. Below is the contact information for the facility:

- Name of training: Contra Costa Water District Contractor Orientation Course Code – 19CCWDSO
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**(Must be on Supplier's Letterhead)**

**AFFIDAVIT OF COMPLIANCE**

**LIQUID OXYGEN**

DISTRICT  
Agreement No. \_\_\_\_\_

DISTRICT  
Order No. \_\_\_\_\_

Supplier  
Order No. \_\_\_\_\_

Delivery  
Location \_\_\_\_\_

The undersigned hereby certifies that this delivery of liquid oxygen fully complies with the specifications in the above-referenced agreement between the CONTRA COSTA WATER DISTRICT and the SUPPLIER

1. **Temperature**

Dewpoint: \_\_\_\_\_ Fahrenheit

\_\_\_\_\_ Celsius

2. **Parts per million (ppm)**

Total hydrocarbons: \_\_\_\_\_ ppm

3. **Percent (mole/mole) (%)**

Liquid oxygen purity: \_\_\_\_\_ %

4. **Grade**

Liquid oxygen grade delivered \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRA COSTA WATER DISTRICT**

1331 Concord Avenue  
Concord, CA 94520

**PRICING SHEET FOR CHEMICALS**

Quantities and items shown below are estimated annual requirements and CCWD requests pricing for one (1) twelve-month period for FY21. Chemicals to be utilized at the Ralph Bollman Water Treatment Plant Concord, CA; Randall-Bold Water Treatment Plant, Oakley, CA; Brentwood Water Treatment Plant, Oakley, CA; Concord Yard, Concord, CA; Los Vaqueros Watershed Brentwood, CA.

<b>Liquid Oxygen</b>			
<b>Location</b>	<b>Annual Estimated Quantity</b>	<b>Annual Unit Price</b>	<b>Annual Extended Price</b>
Ralph Bollman Water Treatment Plant	100,000 hcf		
Randall-Bold Water Treatment Plant	150,000 hcf		
Brentwood Water Treatment Plant	50,000 hcf		
Los Vaqueros Watershed	50,000 hcf		

**Price must include any applicable taxes or fees**

Bidders Name: \_\_\_\_\_

Bidders Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Terms: \_\_\_\_\_