



JURUPA COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSAL

Supply and Delivery of Sodium Chloride

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752

Issue Date: January 23, 2024
Due Date: February 15, 2024
Thursday, 2:00 P.M. PST

Project Manager: Jesse Ruiz
Phone: (951) 685-7434
jruiz@jcsd.us

TABLE OF CONTENTS

I. INTRODUCTION.....	3
II. PROPOSAL SUBMITTAL	3
III. ANTICIPATED SCHEDULE	3
IV. INQUIRIES	5
V. INSURANCE.....	5
VI. WITHDRAWAL OF PROPOSAL BEFORE CLOSING	5
VII. PROPOSAL ACCEPTANCE.....	6
VIII. AWARDS/SELECTION CRITERIA	6
IX. PUBLIC RECORD	6
X. TERM OF CONTRACT	7
XI. PRICE ADJUSTMENTS	7
XII. ACCEPTANCE AND PAYMENT.....	8
XIII. CONTRACT EXECUTION(S)/EXCEPTIONS	8
XIV. SCOPE OF WORK.....	8
SUPPLIER IDENTIFICATION FORM.....	11
WORKERS' COMPENSATION CERTIFICATE	12
NON-COLLUSION AFFIDAVIT	13
EXCEPTIONS FORM.....	14
REFERENCES.....	15
PRICE PROPOSAL SCHEDULE	16
EXHIBIT "A", PRODUCT SPECIFICATIONS	18
EXHIBIT "B", CONTRACT.....	20

I. INTRODUCTION

The Jurupa Community Services District (“District”) invites submittals of fixed unit price proposals for supply and delivery of Sodium Chloride.

II. PROPOSAL SUBMITTAL

Proposals are due on or before February 15, 2024, by 2:00 P.M. PST. Potential Proposers who wish to submit to Jurupa Community Services District (“JCSD”) must submit their proposals electronically (PDF format) to:

Jesse Ruiz,
Water Systems Field Supervisor
jruiz@jcsd.us

The email subject shall read **"Proposal from (Supplier's Name): Supply and Delivery of Sodium Chloride."**

All proposals after the deadline shall be rejected. Copies of this RFP are available online at <https://www.jcsd.us/bids> All addenda related to this procurement will be posted online to JCSD’s website.

Proposers are encouraged to send their electronic proposals utilizing the DELIVERY and READ receipts enabled.

The delivery receipt will be the proposer’s verification that the proposal has been sent to JCSD prior to the 2:00 P.M. deadline; all electronic files must be less than 20MB in size, as this is JCSD’s limit for email submission.

Proposals will not be opened immediately. JCSD will open and review all proposals at a later time. Results will be readily accessible to all proposers once a determination has been decided. Bids shall be valid for 90 calendar days after the bid opening date.

III. ANTICIPATED SCHEDULE

The following estimated dates have been set for this Request for Proposal:

ACTION	DATE
Release of Request for Proposal	January 23, 2024
Last day to submit questions for clarification received by the District on or before 5:00 P.M.	January 31, 2024
Pre-Proposal Conference	None

Responses from District Due via Addendum	February 7, 2024, by 5:00 PM PST
Deadline for Receipt of Proposals received by the District on or before 2:00 P.M.	February 15, 2024

The above scheduled dates are tentative and the District retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind the District to award a contract for the above described professional Services and the District retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Proposals must be binding for a period of ninety (90) days from bid closing. All Proposers are hereby alerted that a waiting period of up to 90 calendar days from the date of the proposal submittal deadline **may** be required before proceedings are completed and an award is made. Proposers shall assume full responsibility for the effect of the waiting period on all proposal prices and terms.

The JCSD is not, nor shall be deemed liable for any costs incurred by Proposers in the preparation, submission, or presentation of their proposals.

All Proposers shall fully complete all forms and certificates provided in this solicitation as listed below:

- A.** Supplier Identification Form.
- B.** Workers' Compensation Certificate.
- C.** Non-Collusion Affidavit.
- D.** Exceptions Form.
- E.** References Form.
- F.** Price Proposal Schedule.
- G.** Completed W9 Form.
- H.** Certificate(s) of Insurance and endorsements as required in sample Contract, EXHIBIT "B".
- I.** Product Specification Sheet(s).
- J.** Safety Data Sheet (SDS) that conforms to OSHA standard 29CFR1910-1200. *The SDS shall list all chemicals, including water, which are in the proposed product,*

by their Chemical Abstracts Registry Numbers (CAS) and the proportions by weight of these components.

- K.** Copy of NSF official listing. *It is required that the products be certified for conformance to ANSI/NSF Standard 60 requirements.*

Be advised that, at any time, the JCSD may require the Proposer to further itemize/detail components of proposed product(s).

IV. INQUIRIES

Discrepancies in and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of the JCSD by submission of a written request for an interpretation or correction to the following email: jruiz@icsd.us, NO LATER THAN January 31, 2024, by 5:00 P.M. PST.

Should it be found necessary, a written addendum will be sent to all known Proposers on February 7, 2024, by 5:00 P.M. PST. Inquiries received after the date and time stated will not be accepted. Any addendum issued prior to the proposal opening shall form a part of this solicitation and shall become a part of the submitted proposal.

V. INSURANCE

Proposer's attention is directed to the insurance requirements set forth in the Sample Contract, Section IX, **EXHIBIT "B"**. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed therein. If an apparent low Proposer fails to strictly comply with said insurance requirements, that Proposer may be disqualified from award of the Contract.

VI. WITHDRAWAL OF PROPOSAL BEFORE CLOSING

Any Proposer may request withdrawal of their submitted proposal, either in person or by written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the JCSD will consider the Proposer's proposal null and void and shall return the proposal to the Proposer unopened. Withdrawal of Proposer's proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).

Any Proposer may withdraw their proposal after the proposal due date **only** if the Proposer can establish to the JCSD's satisfaction, that a mistake was made in preparing the proposal.

A. A Proposer declaring a mistake must give a written notice to the JCSD within five (5) calendar days after the proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal different than it was intended.

B. Withdrawal of the proposal will only be permitted for mistakes made in the completion of the proposal and will not be permitted for mistakes resulting from errors in judgment or carelessness in interpreting the specifications. A Proposer who claims a mistake shall be PROHIBITED from participating in further bidding on the related project under which the mistake in proposal was claimed. (Public Contract Code 5105).

VII. PROPOSAL ACCEPTANCE

The JCSD reserves the right to accept or reject any or all proposals or waive any informalities or irregularities in any of the received proposals, if said action is deemed to be in the best interest of the JCSD.

VIII. AWARD/SELECTION CRITERIA

The following criteria will be used in the rating process for selection of a Supplier to provide the required product and related services.

- A.** Proposed price to provide product to the JCSD.
- B.** Ability to ensure timely delivery of product within the specified quality parameters.
- C.** Past record of performance for the supply and delivery of similar products.
- D.** Completeness and accuracy of proposal.
- E.** Quantity and significance of Proposer's exceptions taken to this Request for Proposal document and sample contract, EXHIBIT "B".
- F.** Compliance with all insurance requirements.

Although not anticipated in conjunction with this activity, the JCSD reserves the right to award multiple contracts from this Request for Proposal, if said action is deemed to be in the best interest of the JCSD.

IX. PUBLIC RECORD

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

Those elements in each Proposal which the Proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY," by the Proposer. The JCSD will use its best efforts to inform the Proposer of any request for disclosure of any such document. The JCSD, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information which the Proposer considers exempt from disclosure, the JCSD will act as a stakeholder only; holding the information until otherwise ordered by a court or other legal process. If the JCSD is required to defend an action arising out of a Public Records Act request, for any of the contents of a Proposer's proposal marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," Proposer shall defend and indemnify JCSD from any and all liability, damages, costs, and expense, including attorneys' fee, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, Proposers are instructed to enclose all "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," data in separate sealed envelopes, which are then included with Proposal documents. Because the Proposal documents are available for review by any person following the Proposal opening, and during the Proposal review period, and after an award of a contract resulting from a Request for Proposal, the JCSD shall not in any way be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," documents that are not contained in labeled and sealed envelopes.

X. TERM OF CONTRACT

The initial term of the Contract anticipated in conjunction with this solicitation shall be approximately two years, from approximately April 1, 2024, to June 30, 2026. Additionally, the Supplier shall agree to allow the JCSD, at the JCSD's sole discretion, to extend the contract, in twelve (12) month increments, for an additional period not-to-exceed 36 months; resulting in a potential aggregate total contract term of five years. In the event the JCSD desires to exercise any or all of the contract extension options provided for in this Section, the JCSD shall provide written notice to the Supplier prior to the expiration of the original contract term, or any extension thereof.

XI. PRICE ADJUSTMENTS

In the event the JCSD exercises any of the Contract extensions provided for in Section X above, pricing covering said extension(s) shall be subject to negotiation and mutual agreement between the JCSD and Supplier. The JCSD may provide written notification to Supplier to exercise the option to extend the contract 90 days prior to expiration of the initial contract term, or any extension thereof. If mutual agreement as to the annual option price adjustment cannot be reached within 30 days from the date of the JCSD's written advance notification to exercise

option, then the Option clause becomes void, and the contract shall expire per its previously-established expiration date.

XII. ACCEPTANCE AND PAYMENT

The selected Proposer's invoice(s), subsequent to the completion of a valid and binding contract, shall include a specific reference to the Contract Number, the associated PO number, and be accompanied by detailed supporting documentation. The JCSD shall pay the Proposer's properly executed invoices, subject to approval by the JCSD, within thirty (30) days following receipt of the invoice.

XIII. CONTRACT EXECUTION(S) / EXCEPTIONS

The selected Proposer shall execute a contract with the JCSD which establishes the terms and conditions covering the services provided. A sample of the JCSD's standard contract is provided as **EXHIBIT "B"** of this RFP. The executed contract will incorporate this RFP and the Proposer's proposal. Thus, the Proposer is encouraged to carefully review and consider the sample contract. The Proposer must advise the JCSD of any exceptions to the contract's content or to the content of the RFP by submitting the attached Exceptions Form with their proposal.

XIV. SCOPE OF WORK

Supplier product, services, and responsibilities shall include and be in accordance with the following:

A. PRODUCT SPECIFICATIONS

Provided as **EXHIBIT "A"** of this RFP.

B. PRODUCT REQUIREMENTS

Supplier shall supply and deliver product, via "bulk" truck loads and/or containers as specified in **EXHIBIT "A", PRODUCT SPECIFICATIONS**. All product supplied under this contract shall be in accordance with industry standards, and must meet the ANSI/NSF 60, and shall comply with all applicable Federal, State, and local rules and regulations in effect at the time of delivery.

C. ESTIMATED QUANTITIES

JCSD will place delivery orders on an "as needed" basis and will not be obligated to purchase any specific quantities. Thus, the JCSD reserves the right to purchase either more or less product at the firm-fixed unit price quoted.

D. SHIPPING INSTRUCTIONS

Shipments shall be made within **three (3) calendar days** from receipt of either a verbal or written shipping order from JCSD personnel. Orders will be placed on an as-needed basis to suit the JCSD's requirements throughout the contract period. Deliveries shall be made Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. Also, if supply is needed JCSD may request delivery on Saturday and Sunday.

E. DELIVERY LOCATIONS

Product shall be delivered to the following locations:

DELIVERY LOCATION	Estimated Annual Quantities
Roger Teagarden Ion Exchange Plant 4150 Etiwanda Avenue, Jurupa Valley, CA 91752	2,000 Tons
Well 17/18 Ion Exchange Plant 3474 De Forest Circle, Jurupa Valley, CA 91752	1,500 Tons

In addition, the JCSD reserves the right to add new / additional delivery locations as may be required at any time during the term of this contract. Any added additional locations shall receive the same product, service, pricing, etc. as required under this original contract.

F. LOADING AND UNLOADING

Upon arrival, the delivery person will report to the JCSD Operations Building and inform available Operations staff of the pending delivery. After such notification, a JCSD operator will observe and approve all the unloading of each shipment. The Supplier's delivery person shall allow up to 15 minutes between relaying notification and approval by JCSD operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA Standards and AWWA Standards. Loading and unloading of all shipments **SHALL** not commence without a JCSD Operator present. The Supplier's delivery equipment **must** be fully compatible with JCSD facilities and equipment. Deliveries shall be executed without any spillage of material. **Any** spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to JCSD property caused by a spill shall be replaced/corrected by the Supplier as soon as possible and solely at the supplier's cost.

G. TERMINATION

The JCSD may reject delivery or terminate this Contract if the quality of the delivered product does not meet the product specifications. In the event delivered product is rejected for failure to meet the product specifications, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The JCSD may terminate the Contract should two or more deliveries be rejected in a one (1) year period for reasons of unacceptable quality.

H. EMERGENCY TELEPHONE NUMBER

The Supplier shall provide a telephone number(s) where a representative may be contacted 24 hours a day, seven days a week in the event of an emergency.

I. SAFETY DATA SHEETS

The Supplier shall submit Material Safety Data Sheets (MSDS) applicable to the delivered product with their proposal and whenever the delivered product and/or its MSDS is revised or updated.

J. PRODUCT HANDLING TRAINING

The Supplier shall provide training covering the safe and proper handling procedure of their product. This training shall be provided at the JCSD once per calendar year, or more frequently as may be requested by JCSD operations personnel. Said training sessions shall be provided by the supplier at no additional costs to the JCSD.

SUPPLIER IDENTIFICATION FORM

Name of Bidder: _____

Contact Person: _____

Business Mailing Address: _____

Business Street Address: _____

Telephone: () _____ Fax: () _____

Type of Firm (provide completed W9 Form):

Sole Proprietor Partnership Corporation Other _____

If corporation, indicate State where incorporated: _____

Business License number issued by the city where the Proposer's principal place of business is located.

Number: ___ Issuing City: ___

Proposer's Federal Tax Identification Number: _____

Proposer's California DIR Registration Number: _____

Contractor License Number: _____ Type: _____

Emergency Contact Number: _____

Proposer's Contact Office Telephone Number: _____

Proposer's Contact Mobile Telephone Number: _____

Proposer's Account Representative e-mail address: _____

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the work of any Contract entered into by the JCSD.

Signature

Company Name

Printed Name

Title

Date

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
 County of)

_____, being first duly sworn, deposes and says that he or she is

_____, of ("Proposer") the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature	Company Name
Printed Name	Business License Number
Title	Date

(Balance of Page intentionally left blank.)

EXCEPTIONS FORM

Should your firm take exception to **ANY** of the terms and conditions provided in the Request for Proposal, submit the following form with your proposal, use additional pages if necessary. If no exception(s) are taken, enter "none" after item number one.

1. Page Number _____ Section Title: _____
Paragraph Number _____
Exception Taken: _____

2. Page Number _____ Section Title: _____
Paragraph Number _____
Exception Taken: _____

3. Page Number _____ Section Title: _____
Paragraph Number _____
Exception Taken: _____

4. Page Number _____ Section Title: _____
Paragraph Number _____
Exception Taken: _____

5. Page Number _____ Section Title: _____
Paragraph Number _____
Exception Taken: _____

REFERENCES

List a minimum of three (3) references for which a similar product has been supplied.

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

Company	_____	Contact	_____
Address	_____	City, State, Zip	_____
Phone	_____	Email	_____

Brief Description: _____

**PRICE PROPOSAL SCHEDULE
BULK SUPPLY OF SODIUM CHLORIDE**

Supplier shall quote a fixed unit price for the initial contract term of two years, from approximately April 1, 2024, to June 30, 2026. Supplier shall fully complete this Price Proposal Schedule and return it with their proposal. The total proposed unit price shall be stated as net prices, whereas net price shall represent the total and final cost to the JCSD for the supply and delivery of product as specified within this solicitation. Net price shall include all costs associated with materials, labor, equipment, transportation, CA mill assessment, overhead, travel, profit, insurance, freight, incidentals, all applicable taxes/fees and all other related costs necessary to supply and deliver the product (F.O.B. point = destination). If more than one product is quoted, use additional sheets as necessary.

BULK SUPPLY OF SODIUM CHLORIDE		
	Roger Teagarden Ion Exchange Plant 4150 Etiwanda Avenue, Jurupa Valley, CA 91752	Wells 17/18 Ion Exchange Plant 3474 De Forest Circle Jurupa Valley, CA 91752
Product Price per Ton <i>Sales Tax N/A (Exempt)</i>	\$	\$
Delivery charge Ton	\$	\$
Total net price/Ton (delivered)	\$	\$

CHEMICAL COMPOSITION OF PRODUCT BY WEIGHT	
NaCl (both dry-typical and dry-minimum)	
Calcium Sulfate	
Magnesium Chloride	
Magnesium Sulphate	
Insolubles	
Moisture (as H2O)	
Lead	
Copper	
Iron	

The prices, terms and conditions of this Contract may be extended to JCSD-member agencies (e.g. Chino Basin Desalter Authority, City of Ontario, City of Chino, City of Chino Hills, City of Norco, Santa Ana River Water Company, and Western Municipal Water District) and other Governmental Agencies at the mutual agreement of both the JCSD and the Supplier. All details concerning specifications, purchase order terms, invoices, payments, etc. from other Agencies will be handled directly by and between the “other Agency” and the Supplier. JCSD does not warrant any additional use of the Contract by such Agencies.

THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE JCSD WITHIN NINETY (90) CALENDAR DAYS AFTER THE DATE OF PROPOSAL CLOSING, TO PROVIDE THE PRODUCT AND SERVICES IN STRICT ACCORDANCE WITH THESE REQUEST FOR PROPOSAL SPECIFICATIONS.

Signature

Company Name

Printed Name

Title

Date

EXHIBIT “A”, PRODUCT SPECIFICATIONS
Sodium Chloride
For Jurupa Community Services District (JCSD)

I. GENERAL

The purpose of this specification is to define the requirements for Sodium Chloride.

II. PRODUCT REQUIREMENTS

Sodium chloride in the form of dried solar extra coarse salt in accordance with ANSI/NSF standard 60.

Physical Properties: Pour (loose) bulk density of 1.1 – 1.31 g/ml (69 – 82 lbs/ft³).

Chemical Properties:	Sodium chloride (%)	>99.7
	Calcium sulfate (%)	<0.17
	Other salts (%)	<0.09
	Ca/Mg as Ca (ppm)	<850.0
	Moisture (%)	<0.20
	Water Insolubles (ppm)	<0.04
	Arsenic (ppm)	<1.0
	Heavy metals as lead (ppm)	<2.0
	Copper (ppm)	<0.2
	Iron (ppm)	<10.0

III. PRODUCT DELIVERY

Supplier shall be required to follow all AWWA, OSHA, CAL/OSHA, and the Department of Transportation requirements for the transportation and delivery of product. The successful bidder and its agent, including common carriers shall abide by the Department of Transportation rules and regulations.

IV. ESTIMATED ANNUAL QUANTITIES

It is anticipated that the JCSD’s annual amount of salt needed in conjunction with this contract will be approximately 3,500 tons. However, the JCSD will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the firm-fixed price(s) established by this contract.

<i>DELIVERY LOCATION</i>	<i>ESTIMATED QUANTITY</i>
Roger Teagarden Ion Exchange Plant 4150 Etiwanda Ave, Jurupa Valley CA 91752	2,000 Tons
Wells 17/18 Ion Exchange Plant 3474 De Forest Circle, Jurupa Valley CA 91752	1,500 Tons

EXHIBIT “B”, CONTRACT



FOR SUPPLY AND DELIVERY OF SODIUM CHLORIDE

This CONTRACT (“Contract”), is made and entered into this ____ day of _____ 2024, by and between the **Jurupa Community Services District**, with its principal place of business at **11201 Harrel Street Jurupa Valley, CA 91752** (“JCSD”) and _____, a _____ with its principal place of business at _____ (“Supplier”).

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

I. JCSD ASSIGNMENT

All general direction related to performance under this Contract shall come from the JCSD’s designated representative. Details of the JCSD’s assignment are as follows.

JCSD Representative:	Jesse Ruiz, Water Systems Field Supervisor
Location:	11201 Harrel Street, Jurupa Valley, CA 91752
Telephone:	(951) 685-7434
Email:	jruiz@jcsd.us

II. SUPPLIER ASSIGNMENT

Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Supplier Representative:	
Address:	
Telephone:	
E-mail:	

III. ORDER OF PRECEDENCE

The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:

- A. AMENDMENT(S) TO CONTRACT.
- B. CONTRACT GENERAL TERMS AND CONDITIONS.
- C. SUPPLIER'S PROPOSAL DATED.

IV. SCOPE OF WORK

Supplier product, services, and responsibilities shall include and be in accordance with the following:

A. ESTIMATED QUANTITIES

JCSD reserves the right to purchase either more or less product at the firm-fixed unit price quoted.

B. SHIPPING INSTRUCTIONS

Shipments shall be made within **three (3) calendar days** from receipt of either a verbal or written shipping order from JCSD personnel. Orders will be placed on an “as needed” basis to suit the JCSD's requirements throughout the contract period. Deliveries shall be made Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. Also Saturday and Sunday if supply needed.

All bill of lading/shipping documents and associated invoice documents shall reference the number of gallons delivered, as well as the corresponding number of pounds in order to facilitate JCSD's internal receiving and Accounts Payable transactions.

C. DELIVERY LOCATIONS

Product shall be delivered to the following locations:

DELIVERY LOCATION	ESTIMATED ANNUAL QUANTITY
Roger Teagarden Ion Exchange Plant 4150 Etiwanda Avenue, Jurupa Valley CA 91752	2,000 Tons
Wells 17/18 Ion Exchange Plant 3474 De Forest Circle, Jurupa Valley CA 91752	1,500 Tons

In addition, the JCSD reserves the right to include any additional delivery locations located within its service area as may be required in the future. Any added location shall receive the same product, service, pricing, etc. as required in the Contract.

D. LOADING AND UNLOADING

Upon arrival, the delivery person will report to the Operator onsite; upon notification, a JCSD operator will observe and approve all loading and unloading of shipments. The Supplier shall allow a reasonable period of time, up to 30 minutes, between notification of clerk and approval by JCSD operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA and AWWA Standards. The Supplier's unloading crew must possess and wear appropriate personal protection equipment (PPE), compliant with OSHA regulations, throughout each unloading process. Loading and unloading of all shipments SHALL not commence without a JCSD Operator present. The Supplier's delivery equipment **must** be fully compatible with JCSD facilities and equipment. Deliveries shall be executed without any spillage of material. **Any** spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to JCSD property caused by a spill shall be corrected by the Supplier immediately and solely at the supplier's cost.

E. SAFETY DATA SHEETS

The Supplier shall provide two copies of the Material Safety Data Sheets (MSDS) applicable to the delivered product to the JCSD's Contract Administrator upon execution of this contract, as well as whenever the delivered product and/or its MSDS is revised or updated.

F. PRODUCT HANDLING TRAINING

The Supplier may be requested to provide training (no more than one hour in duration) covering the safe and proper handling procedure of their product. This training may be provided at the Roger Teagarden Ion Exchange Plant and/or at Wells 17/18 Ion Exchange Plant once per calendar year if requested by JCSD operations personnel. Said training sessions shall be provided by the Supplier at no additional cost to the JCSD.

V. TERM OF CONTRACT / OPTIONS

The initial term of this Contract shall be from April 1, 2024, to June 30, 2026, or as mutually agreed to between the Supplier and JCSD in any written extension to said Contract. Additionally, upon both Parties reaching mutual agreement as to a revised unit price, this Contract may be extended in twelve (12) month increments, for an additional period not-to-exceed thirty-six (**36**) months; resulting in a total Contract term of **five** (5) years. In the event JCSD desires to exercise any Contract extension options provided for in this Section, JCSD shall provide written notice of its desire to do so to the Supplier prior to the expiration of the original Contract term, or any extension thereof.

VI. PRICE ADJUSTMENTS

In the event the JCSD exercises any of the Contract extensions provided for in Section V above, pricing covering said extension(s) shall be subject to negotiation and mutual agreement

between the JCSD and Supplier. If mutual agreement as to the annual option price adjustment cannot be reached within thirty (30) days from the date of the JCSD's written advance notification to exercise option, then the Option clause becomes void and the contract shall expire per its previously-established expiration date.

VII. PAYMENT, INVOICING, AND COMPENSATION

Supplier shall submit to JCSD a monthly itemized statement which indicates work completed and Services rendered by Supplier. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. JCSD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Payment will be withheld for any product which does not meet the requirements of this Contract or has proven unacceptable until such product is replaced and accepted by the Project Manager.

Subsequent to each delivery made against this contract, the supplier shall submit its invoice via e-mail to: ap@jcsd.us

As compensation for product provided under this Contract, the JCSD shall pay the Supplier in accordance with the following price schedule during the initial term of this Contract; subject to mutual annual negotiations thereafter:

Product Price/Ton	\$ /Ton
Delivery Charge/Ton	\$ /Ton
Total Net Price/Ton (delivered)	\$ /Ton

*Sales Tax N/A (Exempt)

VIII. FITNESS FOR DUTY:

A. FITNESS

Supplier and its Subcontract personnel on JCSD property:

1. Shall report for work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of JCSD.

B. COMPLIANCE

Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on JCSD property and shall immediately remove from JCSD property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The JCSD may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

IX. INSURANCE

A. TIME FOR COMPLIANCE

Contractor shall not commence provision of Services under this Agreement until it has provided evidence satisfactory to the JCSD that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the JCSD that the subcontractor has secured all insurance required under this section.

B. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance

Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/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; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

C. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the JCSD to add the following provisions to the insurance policies:

1. General Liability

The general liability policy shall be endorsed to state that: (1) the JCSD its directors, officials, officers, employees, agents, member agencies and volunteers shall be covered as additional insured with respect to the provision of the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the JCSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the JCSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

2. Automobile Liability

The automobile liability policy shall be endorsed to state that: (1) the JCSD, its directors, officials, officers, employees, agents, member agencies and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the JCSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the JCSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the JCSD, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

4. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the JCSD; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the JCSD, its directors, officials, officers, employees, agents and volunteers.

D. SEPARATION OF INSURED; NO SPECIAL LIMITATIONS

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the JCSD, its directors, officials, officers, employees, agents and volunteers.

E. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the JCSD. Contractor shall guarantee that, at the option of the JCSD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JCSD, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, licensed to do business in California, and satisfactory to the JCSD.

G. VERIFICATION OF COVERAGE

Contractor shall furnish JCSD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the JCSD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the JCSD if requested. All certificates and endorsements must be received and approved by the JCSD before work commences. The JCSD reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBMITTAL OF CERTIFICATES

Contractor shall submit all required certificates and endorsements to the following: ap@jcsd.us or 11201 Harrel Street, Jurupa Valley, CA 91752.

X. LEGAL RELATIONS AND RESPONSIBILITIES

A. Status Of Supplier

The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of JCSD.

B. Observing Laws and Ordinances

The Supplier or any Subcontractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, JCSD, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.

C. Subcontract Services

Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Contract Administrator.

D. Indemnification

Consultant shall indemnify JCSD, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.

E. Conflict Of Interest

No official of JCSD who is authorized in such capacity and on behalf of JCSD to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

F. Equal Opportunity

During the performance of this contract JCSD, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.

G. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Counsel shall pursue the work to completion in accordance with the instruction of the JCSD's Contract Administrator notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the JCSD Contract Administrator and the Counsel shall comply, pursuant to the JCSD Contract Administrator instructions. If the Counsel is not satisfied with any such resolution by the JCSD Contract Administrator, they may file a written protest with the JCSD Contract Administrator within seven (7) calendar days after receiving written notice of JCSD's decision. Failure by Counsel to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the JCSD Contract Administrator's resolution. The JCSD's Contract Administrator shall submit the Counsel's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the JCSD Contract Administrator's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEP/GM shall make his or her determination with respect to each protest filed with the JCSD Contract Administrator within ten (10) calendar days after receipt of said protest(s). If Counsel is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Contract Administrator within seven (7) calendar days after receiving written notice of the CEO/GM's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:

- a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Counsel to be appointed as Arbitrator. JCSD shall determine if any of the names submitted by Counsel are acceptable and, if so, such person will be designated as Arbitrator.
- b. In the event that none of the names submitted by Counsel are acceptable to JCSD, or if for any reason the Arbitrator selected in Step (a) is unable to serve, JCSD shall submit to Counsel a list of five names of persons acceptable to JCSD for appointment as Arbitrator. The Counsel shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. Joinder in Mediation/Arbitration: JCSD may join the Counsel in mediation or arbitration commenced by a Counsel on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the JCSD's representative to the Counsel.

XI. INFRINGEMENT

Supplier represents and warrants that Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violation of any Proprietary Rights of any person.

Supplier shall defend, indemnify and hold harmless, JCSD, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses arising out of any claim that use of the Work or Documentation, to replace or modify the Work and Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Supplier shall, at its expense and at JCSD's option, refund any amount paid by JCSD under the Contract, or exert its best efforts to procure for JCSD the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by JCSD so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit JCSD's continued use of the Work and Documentation.

XII. TAXES, FEES, AND CHARGES

The Supplier, and any of its Subcontractors, shall pay all sales, consumer, use and other similar taxes, and pay all charges and fees required to be paid by the Supplier, or any of its Subcontractors, in accordance with state, county, and local laws and ordinances.

XIII. NOTICES

Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

JCSD: Attn: Accounts Payable
 Jurupa Community Services District
 11201 Harrel Street, Jurupa Valley CA 91752

Supplier: Attn: _____

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

XIV. INTEGRATION

The Contract Documents represent the entire agreement between JCSD and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by JCSD and the Supplier. (Government Code Section 4154)

XV. GOVERNING LAW

This Contract is to be governed by and constructed in accordance with the laws of the State of California.

XVI. SUCCESSORS AND ASSIGNS

All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon JCSD, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or JCSD; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Contract Administrator and/or JCSD shall be null, void, and of no legal effect whatsoever.

XVII. FORCE MAJEURE

Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.

XVIII. TERMINATION

The JCSD reserves the right to suspend, cancel, or terminate this Contract at any time upon ten (10) calendar days written notice to the Supplier. In the event of such termination, the JCSD shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154).

XIX. CHANGES

JCSD may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via written, bi-laterally signed amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such change and shall be set forth within the Contract Amendment.

XX. FOB POINT

The FOB point for all product delivered against this contract shall be destination.

XXI. EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES

The prices, terms and conditions of this Contract may be extended to JCSD-member agencies (e.g. Chino Desalter Authority, the City of Ontario, City of Chino, City of Chino Hills, City of Norco, Santa Ana River Water Company, Western Municipal Water District, Inland Empire Utilities Agency) at the mutual agreement of both the JCSD and the Supplier. All details concerning specifications, purchase order terms, invoices, payments, etc. from other Agencies will be handled directly by and between the "other Agency" and the Supplier. JCSD does not warrant any additional use of the Contract by such Agencies.

XXII. NOTICE TO PROCEED

No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by JCSD.

AS WITNESS HEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

Jurupa Community Services District

By: _____
Chris Berch, P.E.
General Manager

By: _____

ATTEST:

Maria E. Ayala
Executive Services Manager/Secretary to the
Board of Directors

By: _____