

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities - Wastewater	DATE: 12/05/2012
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SUBJECT: To execute a contract with U.S. Peroxide, LLC for the Peroxide Regenerated Iron – Sulfide Control Programs (PRI-SCTM/PRI-CEPTTM)

PRIMARY CONTACT (NAME, PHONE): Cheryl Lester, 858-292-6447, MS 903	SECONDARY CONTACT (NAME, PHONE): K.C. Shankles, 619-221-8728, MS 45
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	700001	700001			
DEPT / FUNCTIONAL AREA	OTHR-00000000-SU	OTHR-00000000-SU			
ORG / COST CENTER	2012111217	2012111216			
OBJECT / GENERAL LEDGER ACCT	511032	511032			
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Fiscal Year 2013 PO's encumbered -
 Ferrous Chloride: \$2,608,000
 Hydrogen Peroxide: \$2,250,000
 \$4,858,000

Fiscal Year 2014 thru Fiscal Year 2017(estimate)-\$24,449,035

TOTAL Request for Approval \$29,307,035

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Sasaki, Ann	1/3/2013
Liaison Office	CFO		
Financial Management	DEPUTY CHIEF		
Equal Opportunity	COO		

Contracting				
Comptroller		CITY ATTORNEY	Jung, Jeremy	
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. Authorizing the Mayor, or designee, to execute a contract with U.S. Peroxide, LLC., for purchase of Peroxide Regenerated Iron – Sulfide Control Programs (PRI-SCTM/PRI-CEPTTM) which includes program management, equipment systems, technical services, and chemical supply (Ferrous Chloride and Hydrogen Peroxide) per contract number 4600001444 for one (1) year for an amount not to exceed \$4,858,000, which was encumbered on FY 2013 Purchase Orders from the FY 2013 approved operating budget; and</p> <p>2. Authorizing the Chief Financial Officer to expend an amount not to exceed \$4,858,000 from FY 2013 operating budget, Metro Sewer Utility Fund 700001, for first year of contract; and</p> <p>3. Authorizing the Mayor, or designee, to exercise each of the four options to extend the contract for each additional year contingent upon the adoption of the Appropriation Ordinance for the applicable fiscal year and the issuance of the Comptroller’s Certificate; and</p> <p>4. Authorizing the Chief Financial Officer to expend a total not to exceed amount of \$29,307,035 from the Metro Sewer Utility Fund 700001, contingent upon the adoption of the Annual Appropriation Ordinance for the entire contract term.</p>				
STAFF RECOMMENDATIONS: Approve these requested actions.				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	Citywide			
COMMUNITY AREA(S):	Citywide			
ENVIRONMENTAL IMPACT:	This activity is not a “project” and therefore exempt from CEQA pursuant to the State Guidelines Section 15060 (c)(3).			
CITY CLERK INSTRUCTIONS:	Please send a copy of final Resolution to Yvonne Hebel, MS 901A.			

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 12/05/2012

ORIGINATING DEPARTMENT: Public Utilities - Wastewater

SUBJECT: To execute a contract with U.S. Peroxide, LLC for the Peroxide Regenerated Iron – Sulfide Control Programs (PRI-SCTM/PRI-CEPTTM)

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Cheryl Lester/858-292-6447, MS 903

DESCRIPTIVE SUMMARY OF ITEM:

Extension of the contract with U.S. Peroxide, LLC for the Peroxide Regenerated Iron – Sulfide Control proprietary programs (PRI-SCTM/PRI-CEPTTM) to control wastewater odor and to continue to achieve operational cost savings. The proprietary programs include program management, equipment systems, chemicals, supplies, and technical services.

STAFF RECOMMENDATION:

Approve these requested actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

In 2006, a demonstration study verified that the patented programs offered by U.S. Peroxide, which are called Peroxide Regenerated Iron - Sulfide Control (PRI-SC™) and the Peroxide Regenerated Iron for Chemically Enhanced Primary Treatment (PRI- CEPT™), achieved wastewater treatment cost savings. The Department is requesting that we continue to utilize U.S. Peroxide's proprietary programs and expand the programs to achieve further operational savings and control wastewater odor.

Wastewater operational savings have been achieved by U.S. Peroxide's proprietary method of optimizing the use of iron salts (specifically ferrous chloride) in the wastewater treatment process to control odor. The chemical component causing odor in wastewater (sulfides) is a nuisance to the public and regulations require the Department to minimize the odor as well.

A two step process effectively utilizes the iron containing compounds already used in wastewater treatment so they can continue to capture sulfides, thus reducing odor. The first step in the process is the addition of a chemical (ferrous chloride) in a proprietary method at strategic points in the wastewater treatment system. This step further binds the odor causing sulfide molecules. In the second step, another chemical is added (hydrogen peroxide) that releases the iron for further use in the process. The freed iron is attracted to other unreacted sulfide molecules and binds to them, further reducing odors. This recycling of the iron reduces the total amount of iron containing chemicals used at the Point Loma Wastewater Treatment Plant (PLWTP) to complete the treatment process and achieve regulatory compliance.

The reduction in the use of iron containing chemicals has financial benefits (to date approximately \$1.2 million per year was realized in net reduced chemical costs) and environmental benefits (less iron in the effluent water allows for a more efficient disinfection

process). The current proprietary program is implemented at Pump Station 1, Pump Station 2, North City Water Reclamation Plant and its feeder facilities, along with the PLWTP.

This action will authorize U.S. Peroxide to continue to execute the existing programs and expand their use system-wide so further optimization of controlling odor causing sulfides will be achieved. U.S. Peroxide will provide program management, technical expertise, equipment systems, chemical feeds, and monitoring to complete the system-wide installation and implementation of these Programs to optimize the treatment process.

The PRI-SC™/PRI-CEPT™ programs are patented process technologies with the Patent belonging solely to U.S. Peroxide, thus being the only company that can complete the work. Therefore, the Department obtained the Sole Source approval, Case Number 2720, to procure the services from U.S. Peroxide.

The U.S. Peroxide contract is presently on a month to month agreement since October 15, 2012 until this action has been completed

FISCAL CONSIDERATIONS:

FY 2013 amount of \$4,858,000 was encumbered with approved Purchase Orders, from the FY 2013 available operating budget, Metro Sewer Utility Fund 700001.

The total cost of this action is not to exceed \$29,307,035. Funding is available from the FY 2014 through FY 2017 operating budget, Metro Sewer Utility Fund 700001, contingent upon approval of each year's appropriation ordinance.

Authorizing the Chief Financial Officer to expend a total not to exceed amount of \$29,307,035 from the Metro Sewer Utility Fund 700001, contingent upon approval of the Annual Appropriation Ordinance for the entire contract term.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Sections 22.2701 through 22.2708) and Non Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

This item was reviewed and approved by the Natural Resources and Culture Committee on April 20, 2011 and July 18, 2007; and by City Council on June 7, 2011 and September 4, 2007.

This request will be presented to the Natural Resources and Culture Committee on February 27, 2013; tentatively scheduled for consideration by full Council on March 19, 2013.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The initial demonstration study was presented to the Metro Commission and the Public Utilities Advisory Commission (PUAC) in April, 2006. This proposed contract was presented to the Metro TAC on November 21, 2012 and was presented and approved by the Metro Commission January 10, 2013.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The regional ratepayers for the Metropolitan Wastewater System will benefit further from reduced treatment expenses and improved environmental stewardship.

Sasaki, Ann
Originating Department

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

February 22, 2013

SUBJECT: To execute a contract with U.S. Peroxide, LLC for the Peroxide Regenerated Iron – Sulfide Control Program (PRI-SCTM/PRI-CEPTM) (1472) (SOLE SOURCE)

GENERAL CONTRACTOR INFORMATION

Recommended Contractor: U.S. Peroxide, LLC (Not certified/M-Cauc)

Action Amount (Original): \$ 29,307,035 (not-to-exceed)

Previous Amount: \$ 0

Cumulative: \$ 29,307,035

Funding Source: City

Goals: 2% Discount/ 20% Voluntary (SLBE, ELBE)

SUBCONTRACTOR PARTICIPATION

There is no subcontractor activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

U.S. Peroxide, LLC has submitted a Work Force Report for their Cobb County, GA employees dated October 31, 2013 indicating 51 employees in their Administrative Work Force.

The firm's Administrative Work Force indicates under representation in the following categories:

Black in Technical, Sales, Crafts and Operative Workers

Female in Mgmt & Financial, Technical, Sales, Admin. Support and Operative Workers

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

EOCP Recommends meeting with Department Director and Contractor to further discuss subcontracting opportunities with Small Local Businesses, Minority and Women Business Enterprises, Disadvantaged Business Enterprise & Disadvantaged Veterans Business Enterprise.

Goods & Services contracts are to be awarded and monitored by Purchasing & Contracting in accordance with Council Policy 100-10 dated 1/22/10.

This action is for the first year of contract and to exercise each of the four options to extend the contract upon the adoption of the Appropriation Ordinance for the applicable fiscal year and the issuance of the Comptroller's Certificate.

RL

CITY OF SAN DIEGO



AGREEMENT No. 4600001444

BETWEEN

THE

CITY OF SAN DIEGO

AND

US PEROXIDE, LLC

FOR

PROGRAM of SUPPLY AND SERVICES FOR PEROXIDE REGENERATED

IRON-SULFIDE CONTROL (PRI-SC/PRI-CEPT)

RFP NO. 10031657-13-C

MEMORANDUM OF AGREEMENT

**for Program of Supply and Services for Peroxide Regenerated Iron-Sulfide Control
(PRI-SC™/PRI-CEPT™)**

This Memorandum of Agreement (MOA) is made by and between US PEROXIDE, LLC (Contractor) and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize, and enter into, an agreement to continue to provide a Program of Supply and Services for Peroxide Regenerated Iron-Sulfide Control (PRI-SC™/PRI-CEPT™).

Recitals

WHEREAS, the City desires to continue using Contractor's patented program for peroxide regenerated iron-sulfide control for wastewater treatment at the Point Loma Wastewater Treatment Plant pursuant to the terms in Request for Proposal No. 10031657-13-C (RFP), a true and correct copy of which is attached hereto as Exhibit "A";

WHEREAS, except as otherwise specified, the RFP also incorporates the City's General Provisions for Proposals Dated January 18, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B;"

WHEREAS, Contractor submitted a price proposal to provide their PRI-SC™/PRI-CEPT™ program to the City, a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, the City intends to award the contract to Contractor on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Contract Documents. This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-D and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").

- 1.1 RFP (Exhibit "A")
- 1.2 General Provisions (Exhibit "B");
- 1.3 Contractor's Price Proposal (Exhibit "C");
- 1.4 Contractor's Spill Response Procedure (Exhibit "D")

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Contractor with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements

with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work. The Contractor shall provide City with full service PRI-SCTTM/PRI- CEPTTM program of Supply, Equipment and Services for Peroxide Regenerated Iron-Sulfide Control which includes Hydrogen Peroxide and Ferrous Chloride on an as-needed basis and in strict compliance with the Contract Documents for a period of one (1) year, with four (4) one year options. Prices for the first year of the Agreement shall be at the prices stated in Contractor's Pricing Proposal. Prices for the one year options shall be in strict compliance with the RFP Specific Provisions, Option to Renew. The total duration of the MOA, including all options to renew, shall not exceed five years unless approved by ordinance of the City Council.
3. Effective Date. This MOA shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40.
4. Option to Renew. The City reserves the option to renew this MOA for up to four (4) additional one-year periods under the terms and conditions stated in the MOA as more fully described in the RFP Specific Provisions, Option to Renew.
5. Compensation. The City shall pay Contractor in accordance with the Contract Documents, at the prices amount set forth in Contractor's Pricing Proposal. The total amount payable to Contractor for the first contract year shall not exceed \$4,523,540.00. The total amount payable to Contractor for subsequent contract years shall not exceed the actual compensation amount of the first contract year plus the maximum percentage increase in prices allowed under the Pricing Proposal.
6. Annual Appropriation of Funds. Contractor acknowledges that the term of this MOA may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.
7. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 7.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

- 7.1 This Memorandum of Agreement.
- 7.2 Section III of the RFP (Specifications).
- 7.3 Contractor's Pricing Proposal.
- 7.4 All sections of the RFP not identified above.
- 7.5 The General Provisions.

8. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3203 authorizing such execution, and US Peroxide, LLC acting by and through its authorized officer.

US PEROXIDE, LLC

By: 

Name: Andrew J. Navarone

Title: Assistant Secretary

Date: 03/05/2013

THE CITY OF SAN DIEGO

By: _____

Name: _____

Title: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this _____ day of _____, 2013.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney



CITY OF SAN DIEGO

September 6, 2012

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 10031657-13-C

Subject: Furnish the City of San Diego with Full Service PRI-SC®/PRI_CEPT® Program of Supply, Equipment, and Services for Peroxide Regenerated Iron-Sulfide Control which includes Hydrogen Peroxide and Ferrous Chloride.

Timeline: As may be required for a period of one (1) year from date of Notice to Proceed, with four (4) additional one (1) year Option renewals, in accordance with the Specifications, Terms and Conditions, and Exhibits herein.

1. Company: US Peroxide, LLC
Address: 900 Circle 75 Parkway, Suite 1330
City/State/Zip: Atlanta, GA 30339
Telephone: 404-352-6070
Contact: Jeffrey Prellberg E-Mail Address: jprellberg@h2o2.com
The City of San Diego Business Tax License Number: B2006013114 / 87-0715830 Federal Tax ID
2. The City's Standard Payment Terms are Net 30 Days.
3. US Peroxide agrees to the delivery of materials within 2 days after receipt of order or as required by City's Public Utilities Department Contract Manager if greater than 2 days. Emergency deliveries shall be within 24 hours of City's request for delivery.

FOR FURTHER INFORMATION, PLEASE CONTACT:
Karan Wolff, Principal Procurement Specialist
Phone: (619) 236-7131 / Fax: (619) 236-5904 / E-Mail: KWolff@sandiego.gov

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- Exhibit A. RFP
- Exhibit B. City of San Diego General Provisions
- Exhibit C. US Peroxide Price Proposal
- Exhibit D. US Peroxide Spill Response Procedure

I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City of San Diego Public Utilities Metropolitan Waste Water Management Department (MWWD) relies upon iron salts for a cost effective wastewater treatment within the Point Loma Wastewater system. A full-scale demonstration study conducted in the summer of 2006, showed that the US Peroxide PRI-SCI®/PRI-CEPT® program, which provides upstream addition of ferrous chloride (FeCl₂) at various Pump Stations followed by the downstream addition of hydrogen peroxide (H₂O₂) at designated Pump Stations and then again at the influent to the Point Loma Wastewater Treatment Plant (PLWTP) for the purpose of regenerating spent iron ferric sulfide (FeS), provides a cost effective and optimal wastewater treatment process.

B. SCOPE OF WORK

1. Program Description

The full-service Peroxide Regenerated-Iron-Sulfide Control (PRI-SC™) and Peroxide Regenerated Iron-Chemically Enhanced Primary Treatment (PRI-CEPT™) program consists of overall program management, chemical supply and logistics, equipment systems, on-going technical and applications support, monitoring and maintenance services. The program elements are designed to ensure the reliable, safe, and cost effective application of the PRI-SC™/PRI-CEPT™ technology to optimize the cost and performance associated with the current use of iron salts for wastewater treatment within the Pt. Loma system. Specifically, the program involves the upstream addition of ferrous chloride (FeCl₂) at Pump Stations 1 (PS1) followed by the downstream addition of hydrogen peroxide (H₂O₂) at various Pump Stations and then again at the influent to the Point Loma Wastewater Treatment Plant (PLWTP) for the purpose of regenerating spent iron ferric sulfide (FeS). The program scope includes the supply of hydrogen peroxide and ferrous chloride, program management, equipment and associated services. The scope can be amended as described in Section III, paragraph G and with the written mutual consent of both parties.

Contractual delivery of US peroxide's full-service PRI-SC™/PRI-CEPT™ technology scope of work shall include: (1) delivery/supply of hydrogen peroxide (H₂O₂-50%) and Ferrous Chloride (FeCl₂ 32-34%) at the designated chemical dosing/regeneration facilities; (2) chemical storage and dosing equipment at each of the hydrogen peroxide, and or, ferrous chloride dosing facilities; (3) program/project management; (4) ongoing specialized application and technical support; (5) ongoing equipment system repair and maintenance inclusive of parts and labor; (6) chemical use rate tracking and inventory management; and (7) routine sampling, monitoring and data reporting. US Peroxide's program elements are designed to ensure the reliable, safe, and cost effective application of the PRI-SC™/PRI-CEPT™ technology to optimize the cost and performance

associated with the current use of iron salts for wastewater treatment within the Pt. Loma system.

NOTE: PRI-SC™/PRI-CEPT™ is a patented process technology; the purchase of the program, as defined as chemicals (hydrogen peroxide and or iron salts), equipment and services at the above pricing from US Peroxide is inclusive of the cost for and constitutes an implied license to practice the processes as described in United States Patent No. 6,773,604 B2 and US Patent Application #6855256k

2. Performance Goals/Targets/Benefits

The performance goals of the program are based on the results of the full-scale demonstration study conducted in the summer of 2006 and designed to maximize cost savings through reduced ferric chloride use, while at the same time providing wastewater treatment performance that ensures that all permit driven performance requirements are met. Fundamentally, the targets will effectively track performance of the program consist of hydrogen sulfide control and Total Suspended Solids (TSS) and Biochemical Oxygen Demand (BOD) removal rates at the Point Loma Waste water Treatment Plant (PLWTP). These measures, in conjunction with targets for reduction in ferric chloride use at City's Pump Stations and PLWTP that achieves the cost savings no less than \$550,000, will be required for the City to justify and continue the employment of PRI-SC™/PRI-CEPT™ program over the sole use of iron salts.

3. Program Performance Efficacy Shall Be Based On The Following Indicators:

a. PLWTP Hydrogen Sulfide concentration control (monthly averages):

PLWTP Influent hydrogen sulfide concentration: <0.5 milligrams per Liter (mg/L) dissolved; <1.0 mg/L total

PLWTP Primary Influent: <0.2 mg/L total

PLWTP Primary Effluent: <0.1 mg/L dissolved; <0.1 mg/L total

b. PLWTP TSS and BOD removal rates: TSS: > 85%; BOD: > 59%

c. FERRIC CHLORIDE REDUCTION GOAL:

PS2: 100% reduction compared to historical baseline

PLWTP: ~40% to 50% reduction (12 mg/L to 15 mg/L dose rate)

Hydrogen sulfide concentration in the anaerobic digester gas shall be onitored on a regular basis. US Peroxide will ensure that concentration of this byproduct does not exceed 50 parts per million (ppm) on a monthly average in order to

effectively satisfy the requirements of PLWTP's San Diego Air Pollution Control District (APCD) operating permit. Ferrous chloride feed to the digesters will be

needed to maintain steady control of this parameter and will be factored in to determine cost savings when fed over and above the historical baseline amount (e.g. pre-PRI-SC™).

4. Chemicals

The full-service program scope includes the supply, delivery and inventory management of hydrogen peroxide (H₂O₂ - 50%) and ferrous chloride in 32-34% solution.

The 50% H₂O₂ is a technical grade product that will be delivered in bulk trailers to each designated site, namely PS2 and Point Loma, and conform to the following specifications:

Active Oxygen	23.5% w/v
Specific Gravity	1.20 @ 20deg-C
Density	10.0 lbs/gallon @ 20 deg-C
Solubility (in water)	Infinite

Ferrous chloride (FeCL₂) shall be provided to the City at a thirty-two percent (32%) to thirty-seven percent (37%) concentration, with a specific gravity of 1.35 to 1.40. Product shall not cause scale formation in City of San Diego piping or equipment.

5. Unit Chemical Pricing

The unit chemical price for providing hydrogen peroxide – 50% and ferrous chloride 32-34% delivered to each PRI-SC™ applicable dosing site shall include the following:

All of the full-service PRI-SC™/PRI-CEPT™ program scope as described herein and summarized as follows:

- a. Full-service supply and delivery of hydrogen peroxide (50%) at each City designated application site
- b. Full-service supply and delivery of ferrous chloride (32-34%) at each City designated application site
- c. ChemWatch™ inventory management and use rate tracking telemetry system
- d. Integrated chemical storage and feed equipment for each dose site

- e. Full-service program management and optimization services
- f. Performance monitoring, sampling and data reporting
- g. Routine equipment system maintenance and application site inspections

6. Monitoring Requirements

US Peroxide shall continually monitor all peroxide and ferrous feed sites in the City of San Diego system using the alarm system built into the ACS program. Through scheduled maintenance and routine Equipment Operation Logs (EOLs), US Peroxide technicians shall try to minimize any issues that may cause alarm triggering conditions.

When an alarm or warning does occur, an email and/or a text message shall be sent out to persons included in the notification lists. This list includes city personnel in an attempt to openly communicate and identify any possible effects on the city's wastewater treatment. This communication and openness is vital to Program success, and US Peroxide (USP) will use the following Alarm Response Protocols to expand communication with the city.

After an alarm is sent out, a USP responder is to inform all recipients that the alarm is being investigated. If during the investigation any serious issues arise, the responder will again notify city alarm recipients explaining their findings. Lastly, once the alarm has been resolved a more detailed email will be sent out explaining the cause and the effect of the alarm, along with the action to be taken to avoid re-occurrence. US Peroxide encourages City personnel to be involved in the process. If at any time during an alarm an email recipient would like more information on USP's response, the email recipient should call the responder directly.

Once a cause and action plan have been determined and communicated to the City, USP responders may not continue to communicate their response to all alarms. It is at the discretion of the responder whether the situation warrants such scrutiny, but any requests for more information will be answered. US Peroxide shall provide communication and reports, as needed, to assure the City of San Diego that the USP systems are meeting City demands and contract requirements.

7. Clean-up Procedure (H2O2)

Due to the extreme hazards associated with 50% Hydrogen Peroxide **ALL CLEAN UP ACTIVITIES DUE TO A CHEMICAL RELEASE WILL BE PERFORMED BY US PEROXIDE in accordance with this Agreement.**

a. **US Peroxide Spill Response Responsibilities include:**

- Any overfills during chemical offloading

- Any broken, dripping, spraying, or leaking piping
- Any seeping or dripping from the above ground storage tank

b. For release detected inside containment area:

1. US Peroxide will respond to the release and complete cleanup activities. City Staff will not perform clean-up activities.
2. US Peroxide may pump the spilled chemical into clean poly containers for metered feed into the process, **explosion proof compatible pumps will be used.**
3. Material must be meter fed immediately in the process or drums must be vented frequently while in temporary storage. U S Peroxide will perform the aforementioned functions. If material must be stored, US Peroxide will dilute 10:1, store container in a cool ventilated area near a water source, monitor hourly for off-gassing and temperature increases, and vent drums. If drums bulge even when vented, US Peroxide will dilute peroxide with water until no further off-gassing is detected. Do not store containers on wooden pallets or near other chemicals or combustible material. Spilled material should never be returned to storage tank. US Peroxide is responsible for clean up and the metered feeding of chemical into the process.
4. US Peroxide will initiate an email to the affected facility supervisor documenting the metered discharge of the waste.
5. US Peroxide shall wash the containment surface with a LARGE amount of water to deactivate the residual chemical and use pH paper or use peroxide test strips to determine if H₂O₂ is neutralized (pH 6-7). Any wash water generated must be determined if usable, a waste water, or hazardous waste.
6. US Peroxide shall submerge all contaminated PPE in water to remove residual peroxide and test pH of rinse water and dilute until water is pH 6-7 which would demonstrate less than 3% peroxide present (pH 4-5 shows 3%-10% peroxide present). Fully decontaminated PPE may be disposed of in the regular trash. Any wash water generated must be determined if usable, a waste water, or hazardous waste.

c. For release outside containment area:

US Peroxide will follow the same procedure as above.

If chemical spill reached a storm drain of onsite/offsite dirt area:

City Staff shall immediately call 911 or Fire Emergency Dispatch (858) 974-9706 and request San Diego Fire Dept. Hazmat Team. Notify the Hazardous Materials Management Program (858) 492-5004, leave a

message if needed. Contact the Citywide Hazardous Emergency Contractor for clean up assistance, if needed.

d. Storm Drain Clean-up:

US Peroxide or City's Emergency Response Contractor will need to dilute and then pump out the conveyance system into appropriate containers, and facility staff will determine if reusable, a waste water, or hazardous waste. The conveyance system must be rinsed of any residual chemical. Used absorbents must be disposed of as hazardous waste unless they can be proved to contain 3% or less hydrogen peroxide. Any wash water must be determined if reusable, a waste water, or hazardous waste.

e. Unpaved/Dirt Area Clean-up:

If the chemical reached any onsite or offsite unpaved/dirt areas, US Peroxide must decontaminate the dirt by using water or collect dirt as a part of the initial clean-up activities (**US Peroxide will not delay in cleaning up contaminated soils and City will not delay notifying US Peroxide of contamination**). City Staff or US Peroxide must contact HMMP for the required disposal method which can vary depending on the chemical concentration in the dirt. Once all the contaminated dirt has been removed, the area will likely require confirmation testing with Hydrogen Peroxide test paper and/or pH paper to prove the area is "clean". City Staff or a US Peroxide Representative must discuss with HMMP the location and number of confirmation dirt samples needed.

8. Spill Response Procedure

US Peroxide Standardized Spill Response Procedure is attached hereto as Exhibit D, and made a part of this agreement herein by this reference.

II. SPECIFIC PROVISIONS

A. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR

The Procurement Specialist is the City of San Diego's authorized representative for all contract matters related to this Agreement. Throughout the duration of the Agreement, the Purchasing Agent shall be the only individual with authority to modify any provisions of this Agreement including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this Agreement.

NOTE: In order to complete the proper installation of each chemical dosing system the Contract Administrator for the City of San Diego shall provide the following civil infrastructure, regulatory and logistical oversight:

1. Level, secure site for placement of chemical dosing equipment. Sites must have adequate access for tank truck deliveries of bulk chemicals.
2. Ferrous Chloride storage and dosing systems at existing installed City designated Pump Stations.
3. Utilities, including 120 VAC, 40 Amp electrical power, and potable water for safety shower and eyewash
4. Telephone line for ChemWatch™ remote telemetry as available.
5. Equipment systems require a concrete pad or gravel/sand bed for placement of the equipment systems. A 20 ft. by 20 ft. work site is required for each location where tanks will be placed, 25ft. by 25 ft. if full containment is needed.
6. A forklift or crane will be required to offload equipment systems upon arrival at the site.
7. Any trenching, tapping of lines, drilling through concrete, etc. required to run chemical injection tubing to the application point.
8. Procurement of appropriate HazMat storage permits.
9. Other external items to chemical storage and dosing systems that may be required by permitting authorities.

B. OPTION TO RENEW

After the initial contract period, the City reserves the option to renew the contract up to four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

For Hydrogen Peroxide, the maximum percentage increase to the prices in effect at the end of the current contract year shall not exceed 5%, if the renewal option is exercised. The unit price adjustment, upward or downward, will be based on a weighted formula that includes the past 12 month average of the NYMEX Henry Hub index for Natural Gas futures pricing and the US Department of Energy, Energy Information Administration Diesel Fuel Surcharge Index. The starting baseline reference period for these indices will be September 2012. Additional supporting documentation can include published price announcement letters from producers, along with any other relevant industry reporting on raw material costs, transportation and or supply/capacity utilization impacting the end user market.

For Ferrous Chloride, the contract price shall be reviewed every six months during the contract year. The maximum annual percentage increase to the prices in effect will be 6%, if the renewal option is exercised. The unit price adjustment, upward or downward, will be based on a weighted formula that includes the past six months average of the published index for hydrochloric acid (HCl) pricing based on pricing listed in the IHS Chemical Global Chlo-alkali Monthly Market Summary and for Scrap Steel based on scrap steel pricing listed in the London Metals Exchange (LME) or equivalent exchange listing. The starting baseline reference period for these indices will be September 2012. For the first year of the contract the delivered per unit price shall not exceed \$683 per Dry Ton.

The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage, unless negotiated otherwise. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed

in writing prior to the expiration of the contract period.

C. INSURANCE REQUIREMENTS

Insurance. US Peroxide shall not begin any work under the Contract resulting from the Memorandum of Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the /Proposer shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) **per occurrence and** subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf,

(b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer'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 and shall provide cross-liability coverage.

1. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer'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 and shall provide cross-liability coverage.

2. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

D. PERFORMANCE BOND

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 50% of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

E. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, US Peroxide agrees to defend, indemnify, protect, and, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Supplier's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Supplier and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this proposal, and all expenses of investigating and defending against same; provided, however, that Supplier's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

F. LIQUIDATED DAMAGES

The City and the Contractor recognize that "Time is of the Essence" for this Agreement, and that the City will suffer financial loss if the material is not provided within the time agreed to. They also recognize that it is difficult and impractical to determine the actual loss suffered by the City if the supply and service is not provided on time. Accordingly, instead of requiring any such proof, the City and the US Peroxide agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the following amount to the City: ONE THOUSAND DOLLARS (\$1,000) per day for every calendar day that expires in excess of the contract time.

G. MATERIAL SAFETY DATA SHEETS

US Peroxide must send with each shipment one (1) copy of the MSDS for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

H. QUALITY ASSURANCE MEETINGS

US Peroxide will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide US Peroxide with feedback and will note any deficiencies in contract performance and provide US Peroxide with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon US Peroxide's performance.

H. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle US Peroxide to an adjustment in the unit price or to any other compensation.

I. DELIVERY LOCATIONS

Hydrogen Peroxide will be required to be delivered FOB Destination two (2) business days after receipt of order to the following City locations and any other City locations, which may be added in the future:

Metropolitan Wastewater Department

1. Point Loma Wastewater Treatment
Plant 1902 Gatchell Road
San Diego, CA 92106
2. Pump Station 2
4077 North Harbor Drive San
Diego, CA 92123-1033
3. Pump Station 64
10745 Roselle Street,
San Diego, California
4. North City Wastewater Reclamation Facility
4949 Eastgate Mall
San Diego, CA. 92121

5. Pump Station 1
6501 Herrick St.
San Diego, CA 92114

Ferrous Chloride will be required to be delivered FOB Destination two (2) business days after receipt of order to the following City locations and any other City locations, which may be added in the future:

1. Pump Station 1
6501 Herrick St.
San Diego, CA 92114
2. Penasquitos Pump Station
10150 Scripps Poway Parkway
San Diego, CA 92131
3. Pump Station 65
112 Sorrento Valley Dr.
San Diego, CA 92129
4. Del Mar Lift Station
2775 San Andres Dr.
Del Mar, CA 92014
5. East Mission Gorge
15390 Mission Gorge Rd.
Santee, CA 92071

J. EMERGENCY DELIVERY

Emergency deliveries, as determined by the City may be required within twenty-four (24) hours after receipt of order.

K. NON EXCLUSIVE CONTRACT

In cases where US Peroxide cannot deliver hydrogen peroxide or ferrous chloride within the time as specified in this proposal, the City reserves the right to obtain the product or equivalent product as determined by the City, elsewhere on the open market and invoice US Peroxide for the difference. Furthermore, US Peroxide may be liable for payment of all fines or additional expense incurred by the City as a result of the product(s) not being delivered within the time as specified in this proposal.

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 18, 2005, attached as Exhibit B, are incorporated herein by this reference.

M. TAXPAYER IDENTIFICATION NUMBER AND BUSINESS TAX
CERTIFICATE REQUIREMENTS

1. Taxpayer Identification Number

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Supplier to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a proposal being declared non-responsive and rejected.

2. Business Tax Certificate

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

N. AUDIT AND INSPECTION OF RECORDS

US Peroxide, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. US Peroxide and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. US Peroxide shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, US Peroxide shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

O. ASSIGNMENT OF CONTRACT

US Peroxide shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

Q. SUBMITTALS

SUBMITTALS REQUIRED PRIOR TO COMMENCEMENT OF WORK

- a. Contractor Information Form (as specified in Section II, paragraph I).
- b. Contractor Standards Pledge of Compliance (use form in Forms section).
- c. Equal Benefits Certificate (use form in Forms section).
- d. ADA Compliance Certificate (use form in Forms section).
- e. Drug-Free Workplace (use form in Forms section).
- f. Equal Opportunity Contracting Program (use form in Forms section).
- g. Insurance and Bond Requirements as specified in City of San Diego General Provisions, Section II, paragraph G and H, if not currently on file.
- h. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- i. Business Tax Certificate as specified in Section II, paragraph N, if not currently on file.

R. EQUAL BENEFITS

Effective January 1, 2011, any contract awarded from this Proposal is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

S. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

T. MEMORANDUM OF AGREEMENT (MOA)

US Peroxide will be required to sign off on subject MOA for execution and award of the contract. The MOA establishes the base document which may be revised and amended to incorporate specific requirements of the Agreement between US Peroxide and the City of San Diego.

U. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Memorandum of Agreement, US Peroxide/Supplier acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this proposal/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor

agreements for this proposal/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

V. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Suppliers and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-proposal meetings and proposal openings with a five (5) business day notice to Purchasing at (619) 236- 6000 or email at Purchasing@sandiego.gov.

W. EQUAL EMPLOYMENT OPPORTUNITY

Supplier shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Supplier shall provide equal opportunity in all employment practices. Supplier shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Supplier agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Supplier shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

X. NONDISCRIMINATION IN CONTRACTING

Supplier shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors or Suppliers. Supplier shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Supplier understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between US Peroxide and any Subcontractors, Vendors, and Suppliers.

As part of its proposal, Supplier shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Supplier in a legal or administrative proceeding alleging that Supplier discriminated against its employees, Subcontractors, Vendors, or Suppliers, and a

description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Supplier agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and Suppliers that Supplier has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Supplier for each subcontract or supply contract. Supplier further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Supplier understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against US Peroxide up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Supplier further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

A. GENERAL SPECIFICATIONS

The full-service program scope includes the supply, delivery and inventory management of hydrogen peroxide (H_2O_2 - 50%) and ferrous chloride 32% - 34%.

The 50% H_2O_2 is a technical grade product that will be delivered in bulk trailers to each designated site, currently Pump Station (PS) 64, PS2, and Point Loma, and conform to the following specifications:

Active Oxygen	23.5% w/v
Specific Gravity	1.20 @ 20deg-C
Density	10.0 lbs/gallon @ 20 deg-C
Solubility (in water)	Infinite

The Ferrous Chloride delivered to the City's Public Utilities Metropolitan Wastewater Department (MWWD) facilities shall not cause a failure of any facility to meet the following regulatory standards: NPDES permits, Title 22 permits, 503 regulations, and any other applicable standards or regulations. Any delivery of product containing constituents that jeopardize any of the MWWD facilities' ability to meet performance standards or regulatory requirements will result in the City exercising its right to purchase ferrous chloride from alternate sources until the noncompliance issue is resolved as specified in Section III, paragraph P.

The ferrous chloride supplied under these specifications shall be clean and free from all dirt, wood, and plastic particulate matter. It shall contain no foreign substances, organic or inorganic, in injurious quantities. The maximum concentration of the chemical elements: arsenic, cobalt, copper, nickel, and lead shall not exceed 200 mg/kg (milligrams per kilogram) as individual elemental concentrations. In addition, the aforementioned chemicals, along with Antimony, Barium, Beryllium, Cadmium, Calcium, Chromium, Lithium, Magnesium, Mercury, Molybdenum, Potassium, Selenium, Silver, Thallium, and Zinc shall not exceed 1,000 mg/kg collectively. Furthermore, concentrations of Aluminum, Manganese, and Vanadium shall not exceed 1,500 mg/kg as individual elemental concentrations or 3,200 mg/kg collectively. Product shall not contain more than one percent (1%) total sulfur, as sulfate. Concentration of ferric chloride shall not exceed one percent (1%). Concentration of titanium shall not exceed 5,000 mg/L. Product shall not exceed 0.5% free acid as hydrochloric acid (HCl). Inorganic impurities shall be determined by the Inductively Coupled Plasma/Mass Spectrometer (ICP/MS), or ICP/AES, or Atomic Absorption methods with the appropriate adjustments for Iron interference (or an equivalent method approved by MWWD).

B. PRODUCT DELIVERY REQUIREMENTS

For each delivery site, delivery shall be in tank truck lots of 5,000 gallons or less to the locations specified in the proposal except for the Del Mar site Ferrous Chloride which shall be delivered in a short truck with a 2000 gallon volume capacity.

Certified scales shall determine delivery weight of material. US Peroxide for all loads of Hydrogen Peroxide and/or Ferrous Chloride delivered shall furnish certificates of weight and delivery slips. Each delivery slip shall indicate specific gravity and concentration of the product shipped.

Ferrous Chloride delivery requires Truck Delivery Samples as follows:

1. Each delivered load shall be sampled from the cargo trailer at the point of delivery (MWWD facility).
2. The truck driver shall take two (2) samples from each cargo trailer load, with MWWD furnished bottles and sampler, in the presence of on-site MWWD personnel.
3. Each sample shall be labeled with the date, chemical name, shipping invoice number, and sampler's name.

Delivery shall be between the hours of 6:00 a.m. and 1:00 p.m., Monday through Friday, not including City holidays. Exceptions to this schedule should be rare; however the City may allow changes at its discretion.

C. STORAGE FACILITY

US Peroxide shall maintain a minimum one (1) week supply of hydrogen peroxide at storage or warehouse locations in the U.S. within an eighteen (18) hour drive of the delivery points. Supplier shall submit with proposal proof of availability of storage or warehouse facility or details of plans to obtain a storage facility within an eighteen (18) hour drive of delivery points.

US Peroxide shall maintain a minimum one (1) week supply of Ferrous Chloride at storage or warehouse locations in the U.S. within an eighteen (18) hour drive of the delivery points. Supplier shall submit with proposal proof of availability of storage or warehouse facility or details of plans to obtain a storage facility within an eighteen (18) hour drive of delivery points.

D. SPILLAGE

All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any spillage of Hydrogen Peroxide or Ferrous Chloride, whichever is being delivered.

US Peroxide and the cargo trailer operator shall be responsible for clean-up of all spillage and contaminated matter and removal and disposal of all contaminated clean-up material in accordance with local, state and federal laws.

U.S. Peroxide shall be responsible for the cleanup and remediation of any chemicals that release for any reason from piping, containers, tanks or other means which are provided by U.S. Peroxide, or their sub-contractor(s), under this contract to carry out the terms of the contract. The City reserves the right to hire a private contractor, at US Peroxide's expense, if US Peroxide has not responded appropriately and initiated the agreed upon Standard Operations Procedures within four (4) hours of notification of the incident onset to fully remediate the chemical release to completion.

Spill kits shall be carried on all vehicles provided by U.S. Peroxide, or their sub-contractors.

B. EQUIPMENT SYSTEMS

Three (3) specialized hydrogen peroxide chemical storage and dosing systems are provided as part of the program scope; one at PS2, one at PS64/North City WRF, and one at PLWTP. Each system has been specially designed and integrated to ensure optimum PRI- SC™/PRI-CEPT™ treatment and provide reliable and efficient operational service. A more detailed description of each system is provided below.

Equipment System Description

H₂O₂ storage and dosing systems - PS64, North City WRF, PS 2 and PLWTP

1. Fully outfitted double-walled storage tank. The nominal tank capacity is 7800 gallons and will be determined based on treatment requirements. The internal tank is of heavy-duty, high-density polyethylene, and the external tank is of linear HDPE, sized to provide 110% containment capacity. Each unit comes equipped with fill line, inspection ports, overflow pipe, safety relief device and breather vents. Tank level is via a pressure transducer or ultrasonic sensor which feeds the ChemWatch monitor for tank level display and remote inventory management. Labels and placards conforming to local regulations are also provided.
2. Site Containment. Where necessary, US Peroxide will provide a site containment system designed to hold 150% of primary tank contents. The erected containment system consists of a felt base for leveling, with a chemically compatible liner and field erected panels for liner support and spill containment. The containment system is approximately 30 ft diameter and requires a compacted level base of sand or fine gravel approximately 35 ft diameter. The containment system will be leak tested upon installation and then reconfirmed following installation of seismic restraint anchors.

Skid-mounted metering pump assembly. The dosing module is pre-wired and pre-piped for ease of installation and is passivated to USP standards prior to shipment to the project site. 316 SST tubing is used for all piping and sized per dosing module output requirements. Each pump is capable of accepting a remote signal via the USP ChemWatch dose controller to allow remote adjustments of H₂O₂ feed rates, and programming of dose rate profiles (automatic hourly dose rate adjustments). This feature is required to efficiently match chemical feed rates to changing H₂S levels and sewage flows over the course of the day. Standard fittings include back-pressure regulator, pressure relief valves, degassing solenoid, and calibration assembly. Pump capacities are sized for the application. The pump skid has approximate dimensions of 4 ft. (L) x 2.5 ft (W). The dosing module is enclosed in a roll top enclosure for weather protection.

3. ChemWatch™ Monitor and Diagnostics Package. Provides tank-side digital display of product inventory (in gallons), as well as providing remote communication to the ChemWatch Control Center™ regarding tank levels, pump performance, and pump diagnostics. The monitor allows custom feed rate profiles to be programmed into each metering pump (matching sulfide loading rates to hourly dose rate changes). All pump control features to be accessed and changed remotely (via cell phone or landline modem).
4. Dial-out Capabilities. Shall be on telemetry for immediate notification / adjustment of chemical dosing to compensate for equipment malfunctions.
5. Power Distribution Panel. Shall provide electrical tie-ins and emergency shut-off switch for all pumps and electronics, including the ChemWatch Monitor.
6. Miscellaneous equipment. Includes safety shower and eyewash assembly, and lock box for storing spare parts, tools, safety equipment and operating manuals.

F. PROGRAM MANAGEMENT SERVICES

US Peroxide will provide the resources and manpower required to provide program management support to City with the goal of ensuring continued optimization of the PRI-SC™/PRI-CEPT™ program, documentation of results and to achieve the specified performance goals. These services include: technical and applications support; equipment maintenance; sampling and monitoring; and reporting services. However, as the owner, the City will maintain full control of the program as to its direction, objectives and continuation.

1. Technical/Applications Support

US Peroxide will provide on-going technical and applications support services to help maintain a reliable and safe program that is optimized year round to meet the performance goals. This includes technical support for trouble shooting existing applications and for assessing new applications (e.g. survey work, jar testing, demonstrations, etc.)

2. Equipment Services - Inventory Management, Use-Rate Tracking, Delivery Scheduling, and Delivery Verification

US Peroxide will utilize the services of ChemWatch™ Inc., to manage chemical inventories. Each chemical unit used in the demonstration will be equipped with a ChemWatch™ Monitor for local tank level display, customized dose profiling and remote communication of tank levels to the ChemWatch Control Center. The ChemWatch Control Center tracks tank levels on a daily basis, monitors chemical usage, and schedules deliveries as appropriate (notifying operating personnel of deliveries in advance) and verifies delivery times and quantities. The ChemWatch Control Center also issues daily status reports and problem alerts indicating dosing discrepancies, and other operational issues.

Chemical deliveries will be made by tank truck from USP's supplier terminal in Los Angeles (for H₂O₂). Delivery trucks will be equipped with certified printing meters to measure and record the number of gallons of product delivered. ChemWatch will verify product deliveries against meter tickets, and issue weekly reports to designated operating personnel showing daily tank levels, delivered product quantities, and product usage compared to target levels. A monthly summary showing delivered quantities and product usage is also prepared. This program economizes delivery costs and provides timely information for operational and financial management of dosing programs.

US Peroxide will provide on call local service technicians who are trained in maintaining and troubleshooting its equipment systems. These persons are supported by others within US Peroxide specializing in equipment engineering and instrumentation / telemetry. Spare parts inventories are maintained to target repairs within 24-hours notice.

In addition, each dosing system will be equipped with dial-out capabilities on telemetry for immediate notification / adjustment of chemical dosing to compensate for equipment malfunctions if needed.

3. Operational Services

a. Routine Performance Monitoring

US Peroxide will provide monthly sampling and monitoring for hydrogen sulfide which includes instrumentation for routine data collection and sampling to document that the target treatment goals are

being met and to correlate results that SDMWD collects routinely at Point Loma for TSS and BOD. The effort will include both collection system monitoring, and treatment plant monitoring on an as needed basis.

b. Feed Rate Adjustments, Profiling, and Seasonal Optimization

Based on the monitoring results obtained in the prior weekly/bi-weekly sampling period, US peroxide will provide SDMWD with recommendations for adjusting chemical feed rate profiles at each installation to maintain performance with the most efficient use of chemicals. SDMWD will have final approval for all feed rate settings and adjustments.

c. System Optimization and Recommended Improvement Programs

As part of the effort to continuously improve the overall treatment and cost-performance of the PRI-SC™/PRI-CEPT™ program, US Peroxide will identify areas for further improvement, and make recommendations to realize those improvements to ensure the program is optimized and meeting treatment compliance goals on a system wide basis.

d. Documentation / Reporting

US Peroxide will provide the following reports.

On a weekly basis, US Peroxide will fax to designated San Diego Public Utilities MWD representative(s) a report detailing the daily inventories of each chemical storage tank, including a plot of the actual versus target daily chemical use-rates. In addition, sampling data will be e-mailed to the designated SDMWD contact weekly (or as it is obtained).

On a monthly basis, both the use-rate and monitoring data will be organized into a program compliance report that can be discussed at monthly review meetings.

On a quarterly basis, review reports will be issued that track progress toward objectives, review expenses against budget, and correlate wastewater treatment process parameters. Prior to the final quarter of the contract (end of March), recommendations will be made for the following contract period regarding chemical use-rates and program improvements.

G. CERTIFIED LABORATORY REPORT FOR FERROUS CHLORIDE

At the beginning of each contract period and at the mid-point of the contract period or when a significant change occurs in the Contractor's manufacturing process, a certified laboratory report of delivered, accepted, and approved product shall be submitted to:

City of San Diego, Public Utilities
MWWD ATTN: Senior Chemist
Wastewater Department Laboratory
5530 Kiowa Drive
La Mesa, CA 91942

1. The City shall be responsible for collecting the sample, sending the sample to the certified laboratory and receiving a report as specified in the next paragraph. The report shall be received by MWWD within thirty (30) calendar days of said delivery and shall contain date and location of delivery and the following in the specified units:
 - a. In Percent by Weight
 - (1) Ferrous chloride (FeCl₂)
 - (2) Total iron (Fe)
 - (3) Percent total iron as ferrous
 - (4) Free acid (expressed as HCl)

(In Percent by Weight Continued.)

 - (5) Insoluble matter
 - b. In Pounds per Gallon
 - (1) Ferrous chloride (FeCl₂), dry
 - (2) Specific weight of solution
 - c. Physical Property
 - Specific gravity
 - d. Heavy Metals and Miscellaneous Constituents (in mg/kg anhydrous FeCl₂)
 - (1) Aluminum
 - (2) Antimony
 - (3) Arsenic
 - (4) Barium
 - (5) Beryllium
 - (6) Boron
 - (7) Cadmium
 - (8) Calcium
 - (9) Chloride
 - (10) Chromium, total
 - (11) Chromium, hexavalent
 - (12) Cobalt
 - (13) Copper

- (14) Fluoride
- (15) Iron
- (16) Lead
- (17) Lithium
- (18) Magnesium
- (19) Manganese
- (20) Mercury
- (21) Molybdenum
- (22) Nickel
- (23) Potassium
- (24) Selenium
- (25) Silver
- (26) Sulfate
- (27) TDS
- (28) Thallium
- (29) Titanium
- (30) Total Cyanides
- (31) Vanadium
- (32) Zinc

2. The certified lab and person(s) authorized to certify the laboratory report for the Contractor must be submitted within five (5) days of City's Notice To Proceed .
3. The method(s) used to perform the laboratory analysis result for each constituent required under this contract shall be disclosed in all reports to MWWD. The methodology used to determine the result of each constituent required under this contract shall be provided in writing and submitted with this bid and available in electronic format (MS Excel spreadsheet).
4. Analysis for Heavy Metal determination shall be performed by ICP/MS, ICP/AES, or Atomic Adsorption method, with the appropriate adjustments for Iron interference, or equivalent method as approved by MWWD. If an outside laboratory is used for any analysis provided to MWWD, the Contractor shall disclose the company name, address, and phone number, along with the name and title of the authorizing/certifying agent signing the laboratory analysis with this bid.

H. PROGRAM SCOPE ADDITIONS/MODIFICATIONS

The full-service program scope may be modified upon mutual agreement of both parties, and by written addendum to include additional, technology, chemicals, equipment and services offered by US Peroxide that the City determines provide cost and or performance benefits to SDMWD and their wastewater treatment program. This includes installation of additional PRI-SC™ dosing sites at other SDMWD facilities, the purchase of additional chemicals/programs including, but not limited to, the supply of ferrous chloride, caustic soda, Bioxide nitrate salts and

peracetic acid (PAA), additional equipment systems or any other programs/services as a means for solving odor control problems by, but not limited to, either direct addition, vapor fogging systems for odor and corrosion control.

Any additions/modifications of the program scope must be in accordance with Section II, Paragraph A, "ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR".

IV. PRICING PAGES

PRICING

Pricing provided by US Peroxide for the first year of the contract shall not exceed the prices in this section. All hydrogen peroxide and ferrous chloride prices are FOB Destination. The City reserves the right to add additional City locations at a later date with the same pricing. All freight, delivery and/or handling charges, surcharges, and special taxes and PRI-SCI/PRI-CEPT program elements are included in the price of the material. Any applicable sales tax is not included in the price and shall be invoiced to, and paid by, the City as appropriate.

The first term of the Agreement is for a period of one (1) year from the effective date of the MOA. The price of Hydrogen Peroxide and Ferrous Chloride may be adjusted upward or downward based on the industry specific indices as described in Section II, Specific Provisions, paragraph B, "Option to Renew".

If a price increase is requested, US Peroxide must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

A. HYDROGEN PEROXIDE PRICING

Item No.	Est Qty	U/M	Description	Price Per Gallon	Extension
1.	301,500	Gallons	Hydrogen Peroxide for: Point Loma Wastewater Treatment Plant 1902 Gatchell Road San Diego, CA 92106	\$ 3.25	\$ 979,875.00
2.	218,500	Gallons	Hydrogen Peroxide for: Pump Station No. 2 4077 North Harbor Drive San Diego, CA 92123-1033	\$ 3.25	\$ 710,125.00
3.	69,000	Gallons	Hydrogen Peroxide for: Pump Station No. 64 10745 Roselle Street, San Diego, CA	\$ 3.25	\$ 224,250.00
4.	40,000	Gallons	Hydrogen Peroxide for: North City Wastewater Reclamation Facility 4949 Eastgate Mall, San Diego, CA 92121	\$ 3.25	\$ 130,000.00
TOTAL A:					\$ 2,044,250.00

B. FERROUS CHLORIDE PRICING

Item No.	Est. Qty.	U/M	Description	Price/Per Ton (Dry Basis)	Extension
1.	275	Ton	Pump Station 65 12112 Sorrento Valley Dr. San Diego, CA 92129	\$ 683.00	\$ 187,825.00
2.	2,841	Ton	Pump Station No. 1 3550 East Harbor Drive San Diego, CA 92123	\$ 683.00	\$ 1,940,403.00
3.	366	Ton	Peñasquitos Pump Station 10150 Cara Way San Diego, CA 92131	\$ 683.00	\$ 249,978.00
4.	110	Ton	Del Mar Lift Station * 2775 San Andres Dr. Del Mar, CA 92014	\$ 683.00	\$ 75,130.00
5.	38	Ton	East Mission Gorge 15390 Mission Gorge Rd. Santee, CA 92071	\$ 683.00	\$ 25,954.00
TOTAL B:					\$ 2,479,290.00
TOTAL A and B:					\$ 4,523,540.00

*This location requires product be delivered in a short truck with a 2,000 gallon volume capacity. Special delivery by US Peroxide supplies shall be passed through to the City, with an amount not-to-exceed \$436 per delivered load. US Peroxide shall submit copy of supplies delivery bill of lading, showing delivery charge, with US Peroxide invoice for material delivered.

V. FORMS

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____

Signature: _____

PROPOSER'S INFORMATION FORM

CONTRACTOR: U.S. Peroxide, Inc.

BID NUMBER: 460001444

CONTRACT TITLE: Program of Support Services for Precious Resources Remediated Lead Air Filter Covers

CONTACT PERSON: Jan Watson 7:00 a.m. to 3:30 p.m.

PHONE NUMBER: One (1) Hour Response or Less (760) 685-1618

FAX NUMBER: (404) 352-6077

PAGER NUMBER: N/A

CELL PHONE NUMBER: (760) 685-1618

EMERGENCY NUMBER: (760) 685-1618

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: Jan Watson

(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: Jeff Hutter

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 3

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S (M) (T) (W) (TH) (F) S

PRINT NAME: Anthony J. Newland

SIGNATURE: [Handwritten Signature]

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. C-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

Huberman Of Salt; Services For Pexoxide Rejuvenation
Non-Sulfide Control (PISC/PISCOT)

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name: U.S. PEXOXIDE, LLC
Street Address: 900 GARCIA ST FARMWAY SUITE 1330 ALHAMBRA
City: ALHAMBRA
State: CA
Zip: 90335
Contact Person, Title: ANDREW NEWMAN, MGR. SEC.
Phone: (404) 352-6070
Fax: (404) 352-6077

C. OWNERSHIP AND NAME CHANGES:

- In the past five (5) years, has your firm changed its name?
? Yes No
- In the past five (5) years, has a firm owner, partner or officer operated a similar business?
? Yes No
If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.
If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: 12/12/2009 State of formation: Delaware

List names of members who own five percent (5%) or more of the company:

100% -> TROJAN UV HOLDINGS CORP.

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.
 Update of prior *Contractor Standards Pledge of Compliance* dated 04/01/2010

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Armando Navarro Asst. Sec. [Signature] 03/05/2013
Print Name, Title Signature Date

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: <u>U.S. Peroxide, LLC</u>	Contact Name: <u>ANDREW NAVARRO</u>
Company Address: <u>900 CIRCLE 75 PARKWAY SUITE 1330</u>	Contact Phone: <u>(404) 352-6070</u>
<u>ATLANTA GA 30339</u>	Contact Email: <u>anavarro@gh202.com</u>

CONTRACT INFORMATION

Contract Title: <u>Program of Spray Services For Peroxide Remediation and Solvent Control</u>	Start Date: <u>03/2013</u>
Contract Number (if no number, state location): <u>4600001444</u>	End Date: <u>02/2014</u>

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

<u>Andrew Navarro</u> <u>Asst. Sec.</u>		<u>03/05/2013</u>
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

BIDDER REQUIREMENTS

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. **Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. **Contract Language.** The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:
- Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. **Compliance Investigations.** Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

III. Equal Employment Opportunity. Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:
1. The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 3. Proposer disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 4. The Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 5. The Proposer discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 6. The Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;
 7. The Proposer disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;

8. The Proposer disseminates its EEO Policy to union and community organizations;
9. The Proposer provides immediate written notification to the City when any union referral process has impeded the Proposer's efforts to maintain its EEO Policy;
10. The Proposer maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Proposer maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Proposer encourages all present employees, including people of color and women employees, to recruit others;
13. The Proposer maintains all employment selection process information with records of all tests and other selection criteria;
14. The Proposer develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Proposer's employment needs;
15. The Proposer conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Proposer ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Proposer establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Proposer is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Proposer association, Proposer/community professional association, foundation or other similar group of which the Proposer is a member will be considered as being part of fulfilling these obligations, provided the Proposer actively participates.

IV. Equal Opportunity Contracting. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity

Contracting commitment, the City has established a voluntary *Small Emerging Local Business Program participation level*.

A. Small Emerging Local Business Program Participation Level

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

B. Contract Activity Reports. To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity**. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. **Outreach Efforts**. Description of Proposer's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. **Past Participation Levels**. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. **Equal Opportunity Employment**. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.

4. **Community Activities.** Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Proposer's** demonstrated commitment to equal opportunity including the following factors:
1. **Outreach Efforts.** Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. **Past Participation Levels.** Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. **Equal Opportunity Employment.** Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. **Community Activities.** Proposer's current community activities.
- VI. List of Subcontractors/Subconsultants.** Proposers are required to submit a *Subcontractor List* with their proposal.
- A. **Subcontractors List.** The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. **Commitment Letters.** Proposer shall also submit *Subcontractor Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups. Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified “**Disadvantaged Business Enterprise**” (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified “**Disabled Veteran Business Enterprise**” (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

“**Other Business Enterprise**” (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise. **Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SDBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: U.S. PEROXIDE, LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 900 GREEK ISLAND PARKWAY SUITE 1330

City: ATLANTA County: Cobb State: GA Zip: 30339

Telephone Number: (404) 352-6070 Fax Number: (404) 352-6077

Name of Company CEO: MAVIN DEVERIES

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: WASTE WASTE TREATMENT SERVICES Type of License: _____

The Company has appointed: ANDREW NAWBAND

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 900 GREEK ISLAND PARKWAY SUITE 1330 ATLANTA GA 30339

Telephone Number: (404) 352-6070 Fax Number: (404) 352-6077

- One San Diego County (or Most Local County) Work Force - Mandatory *
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR. * ALL EMPLOYEES

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of U.S. PEROXIDE, LLC
(Firm Name)

Cobb, GEORGIA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 5th day of MARCH, 2013

[Signature] ANDREW NAWBAND
(Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: U.S. PERONIX, LLC DATE: 03/05/2013

OFFICE(S) or BRANCH(ES): All Employees COUNTY: All

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1									6		
Professional														
A&E, Science, Computer														
Technical			2									13	2	1
Sales												6	1	
Administrative Support	1											2	1	
Services														
Crafts					2							8		1
Operative Workers			1		1							1	1	
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		4		3							36	5	2
--------------------	---	--	---	--	---	--	--	--	--	--	--	----	---	---

Grand Total All Employees 51

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3

NAME OF FIRM: V.S. PAPER, LLC

DATE: 03/05/2013

OFFICE(S) or BRANCH(ES): All EMPLOYEES

COUNTY: All

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers, Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**CITY OF SAN DIEGO, PURCHASING DIVISION
GENERAL PROVISIONS FOR PROPOSALS
DATED 01/18/2005**



A. DEFINITIONS

1. Addenda – Additional terms or modifications to a Solicitation after original Solicitation was issued.
2. Alternate Proposal – A response to a Solicitation, in addition to a Proposal that meets Specifications, which meets or exceeds the Specifications and offers additional advantages to the City.
3. Amendment – A document, signed by the Purchasing Agent or designee, and the Contractor, which outlines changes to an existing Contract.
4. Announcement – The declaration of the intent to Award a Contract per the Municipal Code.
5. Apparent Successful Proposal or Proposer – The Proposal best meeting the City's requirements which will be awarded the Contract, provided that all conditions subsequent are fulfilled.
6. Award – City's acceptance of the Apparent Successful Proposal.
7. Contract – The agreement between the City and the Successful Proposer which includes the terms and conditions in the Contract Documents and the Successful Proposal.
8. Contract Amount – The prices quoted on the Pricing Page in the Successful Proposal which the City agrees to pay.
9. Contract Documents – The Specifications, Pricing Page, Specific Provisions, and General Provisions, as well as any other documents incorporated by reference in any of these documents.
10. Contract Term – The duration of the Contract as provided in the Contract Documents.
11. Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.
12. Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code, which require the City to change the Contract Terms.
13. Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Proposer to be used by the City in the event that an Apparent Successful Proposer fails to honor the Terms of the Proposal.
14. Pricing Page – Forms issued by the Purchasing Agent for Proposer to quote Contract Amount.

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15. Procurement Card -- City issued credit card.
16. Proposal -- An offer to enter into a Contract with the City for goods or services at a specified amount subject to the terms and conditions of the Contract Documents.
17. Proposal Closing -- The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.
18. Proposed Equivalent -- Goods proposed by a Proposer to be equal to those described in the Specifications.
19. Proposers' List -- A list or record maintained by the Purchasing Agent setting out the names and addresses of suppliers of goods and services from which Proposals can be solicited.
20. Protest -- A complaint by an unsuccessful Proposer about a City action or decision related to the selection of the Apparent Successful Proposer prepared in compliance with the provisions of the San Diego Municipal Code.
21. Purchase Order -- The Purchasing Agent's form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.
22. Solicitation -- Document inviting prospective Proposers to submit Proposals for goods or services.
23. Specific Provisions -- Additional provisions which are unique to the particular type of Contract being awarded.
24. Specifications -- A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements.
25. Suspension -- A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

B. PROPOSAL REQUIREMENTS

1. Binding Offer

Pursuant to the Notice to Proposers advertised in the official City newspaper and/or the Solicitation issued by the City, the Proposer's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), subject to further negotiations as outlined in these General

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Provisions, and is subject to all of the terms and conditions of these General Provisions, all Contract Documents, as well as the City of San Diego Charter and Municipal Code.

2. Delayed Receipt of Proposals or other submissions. Modifications, or Withdrawals

- a. Proposals or other submissions, modifications, or withdrawals received after the exact hour and date specified for receipt will not be considered unless: (1) received before the City's Announcement of the Contract Award; and (2) the City determines that the Proposer was not responsible for the delay.
- b. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Proposer furnishes evidence from the post office station of mailing which establishes an earlier time.

3. Priority of Contract Provisions

The Contract Documents include, in the order of priority and specificity, Specifications, Specific Provisions and these General Provisions. When conflicts arise, the most specific provision will control. Therefore, the legal effect of the Contract Documents is in the order stated above. In addition to the Contract Documents, Proposer is bound by all provisions of the San Diego Municipal Code, San Diego Charter and all applicable state statutes, including the California Commercial Code.

4. Quality

Unless otherwise required in the Specifications, all goods furnished shall be new and the best of their kind.

- a. Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Proposer in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Proposer offers an item of a manufacturer or vendor other than that specified, Proposer must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.
- b. The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Proposer's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed

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Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

5. Quantities

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

6. Non-Collusion

The Proposer warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Proposer has not in any manner sought by collusion to secure any advantage over the other Proposers.

7. Litigation Warranty

Unless the Proposer specifically indicates otherwise in the Proposal, submission of a Proposal is deemed a warranty by Proposer that no judgments or awards have been entered against Proposer and that it is not currently involved in litigation or arbitration concerning Proposer's provision of services or goods similar to those which are the subject of this Contract. If Proposer discloses that such a warranty cannot be made, the City will require Proposer to furnish the City with a performance bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the Contract Amount.

8. Royalties, Licenses and Patents

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or those furnishing material to the Contractor pursuant to this Contract.

9. Addenda

The Terms of the Addenda shall be considered in evaluating and submitting Proposals. It is the Proposer's responsibility to ensure that any Addenda to a Proposal are downloaded

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from the City's website or otherwise obtained. Failure to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

10. No Proposal

In order to remain on the Proposers' List, a Proposer may submit a "NO PROPOSAL" response by the stated Proposal Closing Date.

11. Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

12. Proposal Results

No Proposal results can be obtained until the City's Announcement of the proposal best meeting the City's requirements. To obtain Proposal results, either: (1) email contact person listed on cover page to request the Proposal results to be emailed to Proposer; (2) provide a self-addressed stamped envelope, referencing Proposal number, to be mailed Proposal tabulation; or (3) visit the Purchasing Division to review Proposal tabulation. Due to time constraints, Proposal results cannot be released over the phone.

C. PROPOSAL CONTENT

1. Exceptions to Contract Documents

Proposer shall carefully examine all Contract Documents and regulations relating to the goods or services to be furnished and shall be bound by same unless exceptions are proposed in writing and said exceptions are accepted by the City in writing. Any exceptions to the City's Contract Documents submitted by Proposer are deemed rejected and the City may reject Proposer's Proposal as non-responsive or consider the Proposal without Proposer's proposed exceptions. If after Award of Contract, Proposer attempts to provide materials or services subject to new or additional terms or conditions, unless mutually agreed between City and Contractor in accordance with Section H.3 of these provisions, they too shall be considered void and City may terminate the Contract.

2. Forms

In order for a Proposal to be accepted, it must be submitted on the forms, if any, provided by the Purchasing Agent.

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3. Prices Submitted or Corrected

All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal.

4. Discounts

Prompt payment discounts of twenty (20) days or more will be considered in the evaluation of Proposals. Discounts of less than twenty (20) days will be taken at the time of payment when applicable, but will not be considered in the evaluation of Proposals. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

5. Items Offered

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

6. Alternative Proposals

If Proposer has offered goods or services which are responsive, Proposer may thereafter include with the Proposal any additional proposals or alternative goods that are not "equals" but that Proposer believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. An Alternative Proposal must be submitted on the same forms provided by the Purchasing Agent, with adequate information for the City to evaluate the costs and benefits.

7. Duration of Offer

By submission of a Proposal, Proposer guarantees that the offer is firm for 90 calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another 90 days, unless the Proposer indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty days prior to the then current 90 day period.

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8. Delivery

Delivery shall be made in accordance with the Contract Documents. If a delivery date is not specified by the City, Proposer shall state a delivery date or number of days, including Saturdays, Sundays and holidays, after receipt of order. The City, in its sole discretion, may extend the time for delivery in accordance with Section F.4 of these General Provisions. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

9. Prices

- a. Unless called for in the Specific Provisions, no escalation factor is allowed. If escalation is allowed, the Contractor must notify the City in writing in the event of a decline in market price(s) below the Proposal Price and the City will make an adjustment in the Contract Amount or elect to re-solicit.
- b. Unless the Proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

10. Confidential Information

Any information submitted with a Proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information.

11. Signature

All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable.

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12. Guarantee of Good Faith

If a Guarantee of Good Faith is required, any of the following may be submitted in the amount specified made payable to the City: a certified check; a bank or postal money order; or a bid bond executed by a corporation authorized to issue surety bonds in the State of California. Failure to submit an acceptable Guarantee of Good Faith with the Proposal will automatically render it void.

13. Faithful Performance Bond

The Apparent Successful Proposer may be required to furnish the City with a surety bond conditioned upon the faithful performance of the Contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to 25 percent of the Amount of the Contract, unless stated differently in the Specific Provisions. The City may file a claim against such bond or deposit in the event the Contractor fails or refuses to fulfill all terms and conditions of the Contract.

14. Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

15. Taxpayer Identification Number

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each vendor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

D. PROPOSAL MODIFICATION OR WITHDRAWAL

1. Verify Quotations

Proposer shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.

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2. Modification or Withdrawal of Proposals

Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Proposer, or an authorized representative. Telephonic withdrawals or modifications are not permitted.

3. Mistake in Proposal

- a. After the Proposal Closing the Purchasing Agent may reject any and all requests for correction of mistakes. A modification of the Proposal will only be considered as provided in subsection b below. The Purchasing Agent's decision is final.
- b. A request by the Apparent Successful Proposer to modify their Proposal in order to correct a mistake may be considered when: (1) the mistake in the Proposal is clearly evident and provable; (2) the City has not announced the Apparent Successful Proposer; (3) no Purchase Order has been issued; and (4) the Proposal remains the best Proposal after the correction is made. If, as a result of the correction, the Proposer is no longer the Apparent Successful Proposer, the City will award to the newly established Apparent Successful Proposer.

E. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

1. Evaluation of Proposals

- a. Award will be made to the Proposal which best meets the City's requirements (Apparent Successful Proposer) based upon the following: Proposer's past performance, total cost, most economic by cost analysis, life cycle costs, warranty, quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- b. The City may require additional written or oral information from Proposers to clarify responses. Unless the Proposer clearly specifies otherwise, the City may elect to award more than one Contract, by awarding separate items or groups of items to various Proposers. Awards will be made for the items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.
- c. The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City.

2. Announcement of Award

The City will inform all Proposers of its Intent to Award a Contract in writing.

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3. Protests

If an unsuccessful Proposer wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten calendar days after Announcement of the Apparent Successful Proposer, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest.

4. Award of Contract

Based on the Proposal submitted and subsequent negotiations and submission of a Best and Final Offer, if applicable, the City and Contractor will sign the Contract furnished by the City.

F. STANDARD OF PERFORMANCE

1. Industry Standard

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices.

2. Inspection and Acceptance

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

3. Responsibility for Lost or Damaged Shipments

Risk of loss or damage to goods prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments and reserves the right to return, at the Contractor's expense, damaged goods even though the damage was not apparent or discovered until after receipt.

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4. Delay

- a. The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section G.2.
- b. If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

5. Warranties

- a. All goods and services provided under the Contract shall be warranted by Contractor and/or manufacturer for at least twelve (12) months after Acceptance by City, except automotive equipment, which will be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless stated differently in the Specific Provisions.
- b. Contractor shall be responsible to the City for all warranty service, parts and labor. Contractor is responsible for ensuring that warranty work is performed at a facility acceptable to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself.

6. Compliance with All Laws and Codes

Performance under this Contract shall comply with all applicable laws of the United States of America, the State of California, the County of San Diego, the City, as well as all applicable City policies.

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7. Consequences of Violations of Law

Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, and is subject to Suspension and Debarment.

8. Conflict of Interest

By submission of a Proposal, the Proposer warrants that there has been no direct, or indirect involvement in the procurement process pertaining to this Proposal by a City employee, or member of the employee's immediate family, or elected or appointed member of City government, with a financial interest or other personal interest incompatible with the proper discharge of their official duties or an arrangement concerning prospective employment with Proposer. In the event such a conflict occurs, it must be reported immediately to the Purchasing Agent. A breach of this warranty may render this Contract void with remedies including, but not limited to recovery of all direct and indirect damages, Suspension or Debarment.

9. Drug Free Workplace

All City projects are subject to Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein. The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000. By submitting a Proposal, the Proposer represents that they have read and understood the meaning, intent, and requirements of said policy; and agree that said policy is incorporated as part of this Proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements contain language which indicates the subcontractor's agreement to comply with this policy.

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10. American with Disabilities Act

- a. Every person or organization awarded a contract, lease, or grant by the City must agree that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and subcontractors will be individually responsible for their own ADA program.
- b. In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-proposal meetings and Proposal Closings with a five (5) business day notice to Purchasing Agent at (619) 236-6000 or email at Purchasing@sanidiego.gov.

11. Equal Employment Opportunity and Nondiscrimination

- a. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27). Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Agent. For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.
- b. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.
- c. Proposer shall include in the Proposal a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply Contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be

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considered a material breach of the Contract and may result in termination, Debarment, or other sanctions. This language shall be included in all contracts with subcontractors related to this Contract.

12. Cooperative Environment

Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.

G. DISPUTES AND TERMINATION

1. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract shall be decided by the Purchasing Agent. The decision of the Purchasing Agent is final and conclusive unless, within thirty days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

2. Termination for Default

- a. The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten days after receipt of such notice. The following are considered defaults:
- (1) Failure to make delivery of the goods or to perform the services within the time specified; or
 - (2) Failure to perform any of the obligations of this Contract, or to make progress in performance which may jeopardize full performance.

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- b. In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, goods or services and the Contractor shall be liable to the City for any excess costs. The Contractor shall also continue performance to the extent not terminated.

3. Termination for Bankruptcy or Assignment for the Benefit of Creditors

If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of the City enumerated in this section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Contract. Nor does this waive or deny any right or remedy, at law or in equity, existing as of the date of this Contract or hereinafter enacted or established, that may be available to the City.

4. Termination for Convenience

The Purchasing Agent, by written 30 day notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

5. Annual Appropriation of Funds

- a. Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.
- b. In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

6. Debarment Proceedings

During Debarment proceedings Contractor may be suspended. Proceedings may result in Debarment of a Contractor for a period of not more than 3 years or it may be permanent as provided in Municipal Code Sections 22.0800, et seq.

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H. GENERAL CONTRACTUAL OBLIGATIONS

1. Indemnification and Hold Harmless Agreement

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or the Contractor's employees, agents, and officers, arising out of performance involving this Contract, the Contractor agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

2. Insurance

- a. The City and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insured in all policies and coverage as required in the Specific Provisions. The City's additional insured status must be reflected on appropriate additional endorsement form which shall be submitted to the City for approval.
- b. All policies must have a thirty-day non-cancellation clause, giving the City thirty days prior written notice in the event the policy is canceled. Policies can not be materially changed without thirty calendar day's prior written notice to the City by certified mail.
- c. The requisite policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement with shall be submitted to the City for approval.
- d. At the end of each Contract year, the City may review insurance and bond coverage to determine if a change is required based on a risk assessment, Contractor performance and the availability and affordability of coverage.

3. Contract Modifications

The Purchasing Agent may at any time, by written order, and without notice to the sureties, amend the Contract or the Purchase Order. If the proposed Amendment will cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be included.

**CITY OF SAN DIEGO, PURCHASING DIVISION
GENERAL PROVISIONS FOR PROPOSALS
DATED 01/18/2005**



4. Examination and Retention of Records

- a. The Contractor shall retain and maintain all records and documents relating to City Contracts for three years after receipt of final payment by the City or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.
- b. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.
- c. Contractor must include Sections H.4.a. and b. of these provisions in all subcontract documents exceeding \$5,000.

5. Public Agency

Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use the Terms of this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City on the anniversary date of the Award of the Contract.

6. Product Endorsements

Proposer is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

**CITY OF SAN DIEGO, PURCHASING DIVISION
GENERAL PROVISIONS FOR PROPOSALS
DATED 01/18/2005**



7. Invoices

Contractor will be paid monthly, in arrears, for work or materials provided in accordance with the specifications. Billing shall be in accordance with the current Pricing Agreement, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s). For services, invoices shall be submitted by the 10th of the month following the month in which services were provided, detailing the dates for which services were provided. For materials and equipment, invoices shall be submitted within seven days of the shipment of goods. The invoice shall reference the Purchase Order number, include a description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.

If applicable, any extra-ordinary labor charges for services shall be included on the invoice. A description of the extra-ordinary work to include the location/and or section work was performed shall be provided. Contractor must attach written authorization from the Contract Administrator approving extra-ordinary work. Failure to do so will result in payment being withheld for such services. The extra-ordinary labor cost shall be as stated on the current Pricing Agreement.

If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

8. Procurement Card Transactions

The City may opt to purchase supplies and services via a city-issued Procurement Card. Within 30 days of the City utilizing Procurement Cards as a payment vehicle, the contractor is required to have a credit card reader capable of transmitting Procurement Card transactions at Level 4, which identify the items purchased by the City.

For purchase verification, the City shall receive an itemized receipt and the respective transaction slip.

9. Integration

The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing in accordance with Section H.3 of these provisions parties.

**CITY OF SAN DIEGO, PURCHASING DIVISION
GENERAL PROVISIONS FOR PROPOSALS
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10. Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

11. Waiver

The failure of the City to enforce a particular condition or provision of this Contract shall not constitute a waiver of that provision or condition or its enforceability.

12. Covenants and Conditions

All provisions in the Contract Documents expressed as either covenants or conditions, shall be deemed to be both covenants and conditions.

13. Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

14. Non-Assignment

The Contractor shall not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

15. Independent Contractors

The Contractor and any subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract Documents that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

16. Jurisdiction, Venue, and Attorney Fees

The venue for any suit or proceeding concerning Proposals or the Contract Documents, the interpretation or application of any of its Terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

**CITY OF SAN DIEGO, PURCHASING DIVISION
GENERAL PROVISIONS FOR PROPOSALS
DATED 01/18/2005**



17. Successors in Interest

This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

18. Notices

Notices under this Contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the City of San Diego:

Purchasing Agent
City of San Diego Purchasing Division
1200 3rd Ave Ste 200
San Diego CA 92101-4195

19. Software Licensing

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

20. Intellectual Property

- a. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed in connection with the performance of this Contract shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the City, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the City, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the City a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the City deems necessary to ensure the complete and effective transfer of all rights in Works to the City.

**CITY OF SAN DIEGO, PURCHASING DIVISION
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- b. In accordance with the preceding paragraph, Works developed for the City connection with this Contract are the exclusive property of the City. Contractor agrees to deliver all Works to the City upon completion of the work. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. For information technology procurements Works include but are not limited to executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. Contractor shall be responsible for delivering all Works to the City no later than fifteen (15) working days from the date of final Contract deliverables. In the event the Contractor fails to return all such materials by this deadline and the City desires to use Works again, Contractor shall provide the City with equivalent materials, at its own expense, or reimburse the City, in full, for the cost of developing equivalent materials.

- c. The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this Contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law of equity.



September 8, 2012

Keran Wolf, CPM
Principal Procurement Specialist
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Subject: RFP-10031657 - Full-service PRI-SC®/PRI-CEPT® Program Contract Renewal

Dear Keran:

US Peroxide, LLC (US Peroxide) is pleased to provide the City of San Diego the following pricing proposal for renewal of the full-service PRI-SC®/PRI-CEPT® program contract (PRI-SC program). Our proposal is inclusive of the revised Scopes of Work responsibilities and applications as developed and agreed to with the City wastewater operations staff, and the comprehensive program management and supply of ferrous chloride ($FeCl_2$ 32%-34%) and hydrogen peroxide (H_2O_2 50%). We have endeavored to provide the City with the most cost effective and reliable service and supply scope for this new contract.

Our comprehensive full-service PRI-SC program continues to save the City well in excess of \$1,000,000 annually in chemicals, manpower and equipment materials as benchmarked against the previous commodity program. Over the past 5 years, through deep technical and operational collaboration and "partnership" with Point Loma and North City operations staff, our program team has safely helped further optimize performance of odor and corrosion control and wastewater treatment throughout the City's system, while in the process saving over \$5,000,000 in direct costs. It is our goal to help continue to support this successful "partnership" track record.

Over the next contract horizon, our program delivery objective will be to continue to provide the City the "best value for the money spent" by earnestly collaborating with the Operations staff to find ways to improve treatment performance, save money and/or mitigate costs, apply best practices, improve operational efficiency, assure safety and quality and expeditiously implement innovative and cost-effective solutions to challenging problems.

Chemical Supply and Pricing

Our pricing structure in support of the initial (year one) contract term is provided below. All pricing excludes any applicable sales tax.

US Peroxide, LLC

960 Oriole 75 Parkway, Suite 1530, Atlanta, GA 30338 Voice 404-362-8070 Fax 404-362-8077 info@h2o2.com www.h2o2.com



PRI-SC® 32% - 34% Ferrous Chloride

In an effort to provide the City with the optimal combination of market based ferrous chloride product cost and supply reliability, US Peroxide, under the PRI-SC program, completed a competitive RFQ process with the three viable regional suppliers of iron salts: Kemira, California Water Technologies (CWT) and new entrant Penaco, Inc. The process involved an initial round of responses for pricing at different levels of supply allocation based on site specific requirements for 6-month and 12-month terms. This was followed by a second round of "best and final" price and allocation negotiations. The results were favorable to the City with respect to incorporating into the full-service PRI-SC program competitive market pricing on product and the ability to incorporate all three of the named suppliers into the program, each with their own specific percent allocation based upon designated delivery locations. This program managed supply model provides pricing leverage and greater assurance or hedge against unforeseen market volatility or disruptions. It is the intent of US Peroxide to repeat the RFQ process every 6 months (twice per annual term) in order to maintain the best product supply and price position we can.

Based on the outcome of the stated RFQ process the full-service supply of ferrous chloride (i.e. includes product supply plus service and equipment) under the PRI-SC® program is being provided at a unit price of \$683/DT for the first 6 months of the initial 12 month contract term, a \$22/DT reduction compared to the current price. This includes delivery to the following PRI-SC locations:

- Pump Station 1
- Penasquitos Pump Station
- Pump Station 65
- Del Mar Lift Station (see note below regarding special delivery requirements)
- East Mission Gorge

Note that for the Del Mar site due to site limitations on installed storage volume, access and public and environmental safety this location requires that product be delivered in a short truck with a 2000 gallon volume capacity. This is considered a special delivery by our suppliers and thus a line item pass-through charge to the City of an amount not to exceed \$436 per delivered load is required to be included in this proposal. This is a low use application site and so it is expected to take only about 10 deliveries per year. The exact charge will be dependent on the designated supplier, but is anticipated to range from \$300 to \$436/delivery.

US Peroxide, LLC

990 Circo 28 Parkway, Suite 1750, Atlanta, GA 30339 Voice 404-388-6070 Fax 404-388-6077 info@us202.com www.us202.com



This same pricing structure will also be extended to any new ferrous chloride sites that are added to the program scope during this initial contract term.

PRI-SC® 50% - Hydrogen Peroxide

As noted above, our PRI-SC technology program has resulted in significant operational savings for the City of San Diego over the last 5 years. One key factor (amongst several) in delivering that level of cost benefit and value is US Peroxide's position as the largest supplier of hydrogen peroxide for environmental and process applications in NA. US Peroxide has built into its core business model the safe, reliable and cost effective supply of full-service bulk and mini-bulk hydrogen peroxide. Because of our supply leverage we are able to work with the four largest producers in NA to provide our customers with regional optimization of logistics and cost competitiveness and to minimize the market price impacts from raw material volatility and disruptions when they do happen to occur.

To that end, the *full-service* supply of PRI-SC hydrogen peroxide (i.e. inclusive of product supply, service and equipment) under the PRI-SC program is being provided at a unit price of **\$3.25/gal-50% delivered for the initial 12 month period or the next contract renewal date, whichever occurs first.** This includes the following locations:

- Pump Station 2
- Point Loma WWTP
- Pump Station 64
- North City WRF

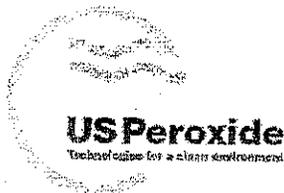
This same pricing structure is offered to any new hydrogen peroxide locations added to the program during this contract pricing term.

Note that this does reflect a slight *pass-through* price increase of 3.5% over the current price of \$3.14/gal. This increase is a result of continued cost pressures over the past several years on the hydrogen peroxide producers and announced market increases due to raw material and full capacity utilization issues. However, for the reasons mentioned above, US Peroxide is able to minimize this to be less than the announced market increases of approximately 5% and also offer stability over a 12 month commitment.

Annual Pricing Renewal and Adjustment Terms

US Peroxide, LLC

800 Circle 75 Parkway, Suite 1330, Atlanta, GA 30339 Voice 404-352-6070 Fax 404-352-6077 info@h2o2.com www.h2o2.com



Per our joint discussions the agreed upon year-over-year contract renewal pricing and adjustment terms specific to each chemical are as follows under normal (i.e. non Force Majeure) conditions:

Ferrous Chloride:

Due to the more volatile nature of the raw material supply factors that influence Ferrous Chloride pricing (upward and downward), it is agreed that the City and US Peroxide will formally review pricing on a 6-month basis within a given 12 month contract period. Specifically:

- 6 month price reviews and adjustments will be performed and implemented within the given annual contract term based on the documented prevailing market conditions and updated pricing from each of the approved Ferrous Chloride suppliers solicited through a formal RFQ process carried out by US Peroxide.
- The maximum allowable annual price increase cap is 6%. Should the course of normal market conditions justify anything above that level, the City and US Peroxide will enter into additional negotiations to agree on pricing.

Hydrogen Peroxide

Hydrogen Peroxide pricing adjustments will occur annually at the time of yearly contract renewal based on documented changes in market conditions. The maximum allowable price increase cap will be 5% each year the contract is renewed.

General Supply and Program Management Commitment

In the end, while we do not directly control the raw material, capacity and supply factors that influence unit pricing in the market, under our PRI-SC program scope we will continually endeavor to provide the City with the best combination of safe, reliable and cost effective chemical supply to meet their ongoing needs. We will continue to employ innovative program management and supplier negotiating methods, such as the competitive RFQ process, logistics optimization and leverage to keep market impacts to a minimum.

Equally important, we will focus resources on assisting the Operations staff to meet their permit requirements using technology and best practices that drive ways to achieve it at the lowest possible net treatment cost – meaning, focusing on continuous optimization of chemical usage.

US Peroxide, LLC

300 Circle 75 Parkway, Suite 1330, Atlanta, GA 30339 Voice: 404-352-6070 Fax: 404-352-6077 info@h2o2.com www.h2o2.com



Scope of Work and Contract Specifications Delivery

US Peroxide commits and warrants to the City of San Diego that it will in good faith resource the program to deliver all the program specifications, elements and services as detailed in the agreed upon Scope of Work as set forth and incorporated into the Contract Agreement.

In closing, US Peroxide is always very appreciative of the opportunity to continue to conduct business with and serve the needs of the City of San Diego. Should you have any questions please contact me at 770-486-8088.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Praelberg", is written over a printed name.

Jeffrey Praelberg
US Peroxide, LLC
Director, Sales and Marketing

cc. Carlos Nunez, City of San Diego
Mitch Dornfeld, City of San Diego
KC Shankles, City of San Diego
Paris Neofotistos, US Peroxide
Andrew Nangano, US Peroxide

US Peroxide, LLC

800 Circle 78 Parkway, Suite 1330, Atlanta, GA 30339 Voice 404-352-6070 Fax 404-352-6077 info@h2o2.com www.h2o2.com

US Peroxide LLC. Alarm Response Procedure		
Rolltop Containment Alarm		
ARP Number: ARP 002	Procedure: Rolltop Containment Alarm Response	Prepared by: Kenneth den Bleyker
Revision Number: 1	Effective Date: 11/15/11	Approved by: Ian Watson

Purpose: To create an internal standard procedure for the response to a Rolltop Containment Alarm.

Scope: This document applies to technicians who are responding to a Rolltop Containment Alarm, until it has been determined that a chemical spill has occurred. Upon the determination of a chemical spill notify facility contact of a possible chemical spill. Contact is to be directed to follow their spill response procedure wearing proper PPE (specified for each chemical in attached spill response documentation). If a spill is confirmed, remind the contact that they are required to report spills over the reportable limit within 15 minutes of discovery. Travel to site is required immediately, and all actions are dictated in the attached spill response documentation.

References: San Diego / US Peroxide Annunciation Information

Procedure:

- 1) Upon USP's receipt of an alarm, it is the duty of the responder to send out an email to all who have received the alarm. This email will serve as a verification that we are aware of the alarm and are attending to it. If no email has been sent, notify responders by phone.

Initial Offsite Response

- 1) Determine if a secondary containment alarm is also present, if so act according to this rolltop containment alarm protocol ARP 002.
- 2) Request verification of fluid in the rolltop containment from the facility contact (if available). If there is no response from facility personnel, travel to site immediately.
 - i. If fluid is the possible result of rain, travel to site immediately to confirm it is not the result of a chemical spill.
 - ii. If a spill is confirmed, respond according to the spill response plan, and travel to site immediately. Advise facility personnel that the verification of a spill requires a spill assessment and 304 form to be completed within 15 minutes of discovery. Direct facility personnel to secure release if safe to do so.
 - iii. If confirmed the alarm is not the result of fluid in the containment, verify in ACS that the tank level, hour tank level change, day tank level change and feed rates are normal and reset the alarm to continue normal operations. If there are any indications of an abnormal tank level or feed, if this information cannot be verified remotely, or the alarm continues to occur, travel to site is required for further investigation.
- 2) Email findings and plan of action to all who receive alarm email notification.

US Peroxide LLC. Alarm Response Procedure		
Rolltop Containment Alarm		
ARP Number: ARP 002	Procedure: Rolltop Containment Alarm Response	Prepared by: Kenneth den Bleyker
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On-site Response

- 1) Upon determining safe conditions, inspect the pumps, plumbing and tank for leaks.
- 2) Determine proper disposal methods of the liquid. In the event of a chemical spill, all properly diluted product may be meter fed to process under co-ordination with a facility supervisor after following the spill response plan.
 - a. For Peroxide containments, under 1.0 mg/L of H₂O₂ is safe for discharge in the drain present in the containment. H₂O₂ concentrations greater than 1.0 mg/L requires response according to the spill response plan.
 - b. For Ferrous Chloride containments, a pH 6-7 is safe for discharge in the drain present in the containment.
- 3) If not a chemical spill, eliminate as much water as possible in the containment.

Resolution

- 1) Once the containment has been emptied, notify all email recipients. Inform them of the cause of the alarm. Also include steps taken to resolve the issues and future plans to eliminate conditions if possible.

US Peroxide LLC. Spill Response Procedure		
SRP Number: SRP 002	Procedure: Spill Response for Unstaffed Facility	Prepared by: Kenneth den Bleyker
Revision Number: 0	Effective Date: 8/23/12	Approved by: Ian Watson

Purpose: To establish a standardized procedure for reporting and responding when there is an unexpected or imminent threatened chemical release. This procedure instructs employees how to respond to, report, and clean up a chemical release according to state and federal laws.

Scope: It is the policy of US Peroxide that all employees properly respond to all chemical releases. It is also USP's policy that all employees properly report all chemical releases to the appropriate treatment facility staff, and if required; Regulatory Agencies, and the Environmental Services Department (ESD)-Hazardous Materials Management Program (HMMP).

References: City of San Diego Notification & Response to Chemical Releases SOP: WWTD-SOP-009.5

Procedure: Regulatory notifications shall be initiated within fifteen minutes of discovery of a release that cannot be confirmed to be under the reportable quantity, or imminent threat of release, and shall include:

- a) Completing actions in paragraph B
- b) Filling out of the Chemical Release Assessment Form with available information.

A. COMC Supervisor will contact the Designated Facility Supervisor for All Chemical Releases.

B. Upon discovery of a hazardous material release or imminent threatened release, employees shall:

- 1) If at any point an injury occurs, or it is determined the release cannot be stopped call 911.
- 2) Make a preliminary assessment, and if amount of chemical released cannot be confirmed to be smaller than the federal reportable quantity immediately call The County of San Diego, Department of Environmental Health, Hazmat Division...

Duty Notification Inspector (619)338-2284

After Hours, county communications (858) 565-5255

- 3) Communication with County of San Diego, Department of Environmental Health, Hazmat Division should follow the approved chemical release script (attached).
- 4) Notify COMC Supervisor (858) 614-4551 if contact with a supervisor has not been made during an Alarm response. If communication with a designated supervisor has been established, alert supervisor of the spill.

US Peroxide LLC. Spill Response Procedure		
SRP Number: SRP 002	Procedure: Spill Response for Unstaffed Facility	Prepared by: Kenneth den Bleyker
Revision Number: 0	Effective Date: 8/23/12	Approved by: Ian Watson

- 5) Don prescribed personal protection equipment (PPE)
 - a. Body Cover: Gortex, PVC, or Nitrile covering
 - b. Eye Protection: Goggles which must seal completely around eyes, and a face shield
 - c. Hand Protection: resistant RUBBER, NEOPRENE, NITRILE, or PVC gloves
 - d. Foot Protection: chemical resistant boots made of RUBBER with NEOPRENE, PVC, or POLYURETHANE soles
 - e. Respiratory Protection: Vapor respirator required, SCBA recommended if concentration of peroxide in the air will meet or exceed 1.0 ppm PEL.
- 6) If safe to do so, turn off electrical equipment which may be affected by the spill.
- 7) If safe to do so, remove any incompatible material from the spill area.
- 8) Secure or contain the release and protect Storm Drains and Sewer Inlets; or immediately take action to prevent, reduce, or mitigate an imminent threat of release (if safe to do so).
- 9) Call 911 to obtain Fire Department assistance if facility staff is unable to control or mitigate the release or there is an injury or exposure requiring immediate medical assistance.
- 10) Assist any injured staff (if safe to do so); **Note;** ANY chemical release (liquid, solid, or gaseous) resulting in injury is reportable.
- 11) Make an initial assessment using the Chemical Release Assessment Form, Appendix I (3 pages) to determine if the release is Reportable, and relay the results to COMC and The County of San Diego, Department of Environmental Health, Hazmat Division.
- 12) If any Assessment question was answered "YES" or if a question cannot be answered due to lack of immediate information but a chemical release is suspected, the release is Reportable.
- 13) Contact the COMC or previously contacted supervisor prior to any repairs or cleanup activities.
- 14) Remain on site until the **Designated Facility Supervisor** arrives.
- 15) Provide a copy of the Initial Chemical Release Assessment form to the Designated Facility Supervisor; and continue assisting if required.

US Peroxide LLC. Spill Response Procedure		
SRP Number: SRP 002	Procedure: Spill Response for Unstaffed Facility	Prepared by: Kenneth den Bleyker
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Clean-up Procedure (H₂O₂)

Due to the extreme hazards associated with 50% Hydrogen Peroxide

ALL CLEAN UP ACTIVITIES DUE TO A CHEMICAL RELEASE WILL BE PERFORMED BY U.S. PEROXIDE

Immediately call 911 if the chemical release:

- a. Has left the facility property
- b. Is a large release
- c. Is beyond the clean up capabilities of US Peroxide OR
- d. There is an injury or a threat to life or health

Request San Diego Fire Dept. Hazmat Team, Regulatory reporting to DEH, CalEMA and the National Response Center must be completed. Use the spill reporting form to determine which additional agencies require notification. Also notify the Hazardous Materials Management Program (858)492-5004, Leave a message if needed. Contact the Citywide Hazardous Waste Emergency Contractor for clean up assistance, if needed.

US Peroxide Spill Response Responsibilities include:

- Any overfills during chemical offloading
- Any broken, dripping, spraying, or leaking piping
- Any seeping or dripping from the above ground storage tank

For release detected inside containment area:

- a. US Peroxide will respond to the release and complete cleanup activities. City Staff will not perform clean-up activities.
- b. US Peroxide may pump the spilled chemical into clean poly containers for metered feed into the process, **explosion proof compatible pumps must be used.**
- c. Material must be meter fed immediately in the process or drums must be vented frequently while in temporary storage. If material must be stored, US Peroxide will dilute 10:1, store container in a cool ventilated area near a water source, monitor hourly for off-gassing and temperature increases, and vent drums. If drums bulge even when vented, US Peroxide will dilute peroxide with water until no further off-gassing is detected. Do not store containers on wooden pallets or near other chemicals or combustible material. Spilled material should never

US Peroxide LLC. Spill Response Procedure		
SRP Number: SRP 002	Procedure: Spill Response for Unstaffed Facility	Prepared by: Kenneth den Bleyker
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- be returned to storage tank. US Peroxide is responsible for clean up and the metered feeding of chemical into the process.
- d. Initiate an email to the affected facility supervisor documenting the metered discharge of the waste.
 - e. US Peroxide shall wash the containment surface with a LARGE amount of water to deactivate the residual chemical. Use pH paper to determine if neutralized (pH 6-7) or use peroxide test strips. Any wash water generated must be determined if usable, a waste water, or hazardous waste.
 - f. US Peroxide should submerge all contaminated PPE in water to remove residual peroxide. Test pH of rinse water and dilute until water is pH 6-7 which would demonstrate less than 3% peroxide present (pH 4-5 shows 3%-10% peroxide present). Fully decontaminated PPE may be disposed of in the regular trash. Any wash water generated must be determined if usable, a waste water, or hazardous waste.

For release outside containment area:

US Peroxide will follow the same procedure as above.

If chemical spill reached a storm drain of onsite/offsite dirt area:

City Staff shall immediately call 911 or Fire Emergency Dispatch (858) 974-9706 and request San Diego Fire Dept. Hazmat Team. Notify the Hazardous Materials Management Program (858) 492-5004, leave a message if needed. Contact the Citywide Hazardous Emergency Contractor for clean up assistance, if needed.

Storm Drain Clean-up: US Peroxide or City's Emergency Response Contractor will need to dilute and then pump out the conveyance system into appropriate containers, and facility staff will determine if reusable, a waste water, or hazardous waste. The conveyance system must be rinsed of any residual chemical. Used absorbents must be disposed of as hazardous waste unless they can be proved to contain 3% or less hydrogen peroxide. Any wash water must be determined if reusable, a waste water, or hazardous waste.

Unpaved/Dirt Area Clean-up: If the chemical reached any onsite or offsite unpaved/dirt areas, US Peroxide must decontaminate the dirt by using water or collect dirt as a part of the initial clean-up activities (**do not delay in cleaning up contaminated soils**). City Staff or US Peroxide must contact HMMP for the required disposal method which can vary depending on the chemical concentration in the dirt. Once all the contaminated dirt has been removed, the area will likely require confirmation testing with Hydrogen Peroxide test paper and/or pH paper to prove the area is "clean". City Staff or a US Peroxide Representative must discuss with HMMP the location and number of confirmation dirt samples needed.



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [x] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: U.S. Peroxide, LLC

ADA/DBA:

Address (Corporate Headquarters, where applicable): 900 Circle 75 Parkway, Suite 1330

City: Atlanta County: Cobb State: GA Zip: 30339

Telephone Number: (404) 352-6070 Fax Number: (404) 352-6077

Name of Company CEO: MARVIN DEVERIES

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address:

City: County: State: Zip:

Telephone Number: () Fax Number: ()

Type of Business: WASTE WATER TREATMENT SERVICES Type of License:

The Company has appointed: ANDREW NANBANO

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 900 Circle 75 Parkway, Suite 1330 Atlanta GA 30339

Telephone Number: (404) 352-6070 Fax Number: (404) 352-6077

- [x] One San Diego County (or Most Local County) Work Force - Mandatory*
[] Branch Work Force *
[] Managing Office Work Force

* ALL COMPANY

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of U.S. Peroxide, LLC

(Firm Name)

Cobb

(County)

Georgia

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 31st day of January, 2013

[Handwritten Signature]

(Authorized Signature)

ANDREW NANBANO

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: U.S. Peroxide LLC DATE: 01/31/2013

OFFICE(S) or BRANCH(ES): All Employees COUNTY: Au

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial			1								6		
Professional														
A&E, Science, Computer														
Technical			2								13	2	1	
Sales											6	1		
Administrative Support	1										2	1		
Services														
Crafts					2						8		1	
Operative Workers			1		1						1	1		
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		4		3						36	5	2	
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Grand Total All Employees 51

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: U.S. PARKSIDE LLC

DATE: 01/31/2015

OFFICE(S) or BRANCH(ES): ALL EMPLOYEES

COUNTY: AL

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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Grand Total All Employees

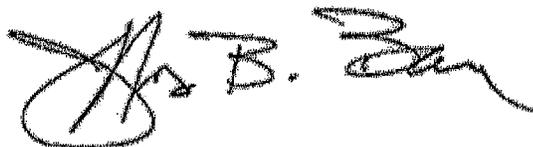
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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CITY OF SAN DIEGO
MEMORANDUM

DATE: July 31, 2012
TO: Tom Crane, Assistant Director
FROM: Jeffrey B. Baer, Purchasing Agent
SUBJECT: Sole Source Request for Sole Source Procurement Authorization with US Peroxide LLC for the amount of \$5,000,000.

Your Sole Source Request for the above subject with US Peroxide LLC was approved and is valid through 10/15/2017. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 2720. For questions, please contact Karan Wolff, C.P.M. at x67131.



Jeffrey B. Baer
Purchasing Agent

JB/ks

cc: Roger Bailey, Director, Public Utilities
Agnes Generoso, WWTD Interim Director
K.C. Shankles, WWTD Superintendent
Pamela Galan, Supervising Mgt Analyst
Jose Cervantes, Assoc Mgt Analyst

SOLE SOURCE DOCUMENTATION
Sole Source, Single Seller Requirements

1. Requested from the Department of Public Utilities Date Received: July 26, 2012
2. Requesters name Tom Crane Telephone: _____ Date: July 20, 2012
3. Requested Supplier/Vendor: US PEROXIDE
4. Describe or attach the supporting documentation submitted by the department:
- See attached Memorandum dated July 31, 2012
5. Cost Estimate: \$ 5,000,000 over 5 years
6. Describe the number of future purchases contemplated:
7. The reason the Department is using a sole source* purchasing method is because (check at least one):
 - Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment, supplies, or services; **OR**
 - The product or service is required for exchange of software and data with other public or private agencies; **OR**
 - The particular product or service is for use in a pilot or an experimental project; **OR**
 - The product or service is the only one with the necessary quality, merit or functionality required by the City.
8. What necessary feature(s) does this item/vendor provide which are not available from any other source?
Be specific.
See attached Memorandum date July 31, 2012
9. What steps were taken to verify that these features are not available elsewhere?
 - Other brands/manufacturers were examined (provide phone numbers, names, and explain why these were not suitable)
 - Searched Internet and found no other alternatives.
 - Other vendors were contacted (provide telephone numbers, names, and explain why these were not suitable).
 - Other: _____
10. Buyer: _____ Date: _____
11. PPS: Sharon Wolff Date: 7/31/12
12. Purchasing Agent: [Signature] Date: 7/31/12

CITY OF SAN DIEGO
M E M O R A N D U M

DATE: 7/31/2012
TO: Jeffrey Baer
FROM: Karan Wolff, C.P.M. *KW*
SUBJECT: Sole Source Request — US Peroxide LLC for Sole Source Procurement Authorization with US Peroxide LLC for the amount of \$5,000,000.

Negotiated Total: \$5,000,000.00
Dept. Est. Total: \$5,000,000.00
Vendor: US Peroxide LLC
Expiration Date: 10/15/2017
Recommendation: **Approved**

The City of San Diego Metropolitan Waste Water Management Department (MWWD) relies on iron salts for a cost effective wastewater treatment within the City's Wastewater system. A full-scale demonstration study conducted in the summer of 2006, showed that the U S Peroxide PRI-SC™/PRI-CEPT™ program, which provides upstream addition of ferrous chloride (FeCl₂) followed by the downstream addition of hydrogen peroxide (H₂O₂) for the purpose of regenerating spent iron ferric sulfide (FeS), provides a cost effective and optimal wastewater treatment process.

PRI-SC™/PRI-CEPT™ is a patented process technology; the purchase of the program, as defined as chemicals (hydrogen peroxide and/or iron salts), equipment and services from US Peroxide is inclusive of the cost for chemicals, equipment and services; and constitutes an implied license to practice the processes as described in United States Patent No. 6,773,604 B2 and US Patent Application #6855256k.

The program consists of equipment systems, overall program management, ongoing specialized application and technical support, chemical supply and logistics, routine sampling, monitoring and data reporting, chemical use rate tracking and inventory management, and maintenance services, including ongoing equipment system repair and maintenance inclusive of parts and labor. The program elements are designed to ensure the reliable, safe, and cost effective application of the PRI-SC™/PRI-CEPT™ technology to optimize the cost and performance associated with the current use of iron salts for wastewater treatment within the City's Wastewater system.

It is recommended that US Peroxide be allowed to continue the PRI-SC™/PRI-CEPT™ program under the current scope of work, and be sole source supplier of the iron salts and

CITY OF SAN DIEGO
M E M O R A N D U M

Hydrogen Peroxide used in conjunction with the PRI-SC™/PRI-CEPT™ program.

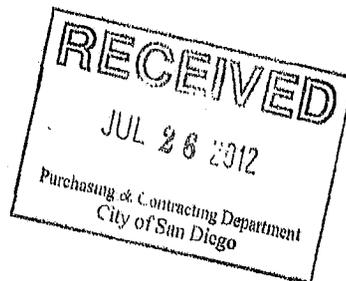
The sole source shall be in effect through October 14, 2017.

2720



THE CITY OF SAN DIEGO

MEMORANDUM



DATE: July 20, 2012

TO: Jeffrey Baer, Director, Purchasing and Contracting Department

FROM: Tom Crane, Assistant Public Utilities Director
via Roger Bailey, Director of Public Utilities *BSM*

SUBJECT: Sole Source Procurement Authorization with US Peroxide LLC for the amount of \$5,000,000

REFERENCE: San Diego Municipal Code Section 22.3208 and 22.3016

The Wastewater Treatment and Disposal Division (WWTD) of the Public Utilities Department requests certification of the subject vendor for sole source procurement of US Peroxide for the Peroxide Regenerated-Iron-Sulfide Control (PRI-SC™) and Peroxide Regenerated Iron-Chemically Enhanced Primary Treatment (PRI-CEPT™) program in the amount of \$5,000,000.

This memorandum is to request the continued sole source designation to use US Peroxide company's Peroxide Regenerated-Iron-Sulfide Control (PRI-SC™) and Peroxide Regenerated Iron-Chemically Enhanced Primary Treatment (PRI-CEPT™) program to reduce Hydrogen Sulfide in the wastewater collections system, economically regenerate spent ferric sulfide, and maximize City's ability to meet the ISO 14001 Environmental Policy practiced by Public Utilities Wastewater Treatment and Disposal. To continue the PRI-SC™/ PRI-CEPT™ program under the new upcoming scope of work outlined in this memorandum, the Public Utilities Department requests US Peroxide be designated as sole source supplier of the hydrogen peroxide and the iron salts utilized in the PRI-SC™/ PRI-CEPT™ program. The sole source designation is requested through the duration of the upcoming PRI-SC™/ PRI-CEPT™ contract which will begin in October 2012 and have four one year options. Estimated usage for hydrogen peroxide with the additional locations is 625,000 gallons, which at the current pricing equals to \$2,000,000. Estimated usage for ferrous chloride with the additional locations is 4,260 dry tons which equals to \$3,000,000. The total for both chemicals under this sole source is \$5,000,000.

The City of San Diego Public Utilities Department uses iron salts for cost effective wastewater treatment. A full-scale demonstration study conducted in the summer of 2006 showed that the Peroxide Regenerated-Iron-Sulfide Control (PRI-SC™) and Peroxide Regenerated Iron-Chemically Enhanced Primary Treatment (PRI-CEPT™) program optimizes use of iron salts in the wastewater treatment process, thus improving the cost effectiveness of the wastewater

treatment system. The PRI-SC™ and PRI-CEPT™ program is a proprietary program that adds ferrous chloride at Pump Station 1, hydrogen peroxide downstream at Pump Station 2, and hydrogen peroxide at the influent to the Point Loma Wastewater Treatment Plant (PLWWTP). The hydrogen peroxide is added for the purpose of regenerating spent ferric sulfide. The City's use of the PRI-SC™/ PRI-CEPT™ program expanded during the current contract term, which expires October 14, 2012. To continue wastewater system improvement and to take advantage of the cost savings provided by the program, additional locations will be added under a new contract, which begins on October 15, 2012. The objective of the additional locations is to provide the City of San Diego with a comprehensive, system wide approach to reducing Hydrogen Sulfide in the collection system which in turn reduces corrosion and extends the life of the collections system infrastructure. The ultimate benefit to the wastewater treatment facilities, with the reduction of hydrogen sulfide and the presence of iron salt in the influent flow to the plant is increased reduction in the need for chemical addition at the treatment facilities.

The regeneration of the iron salts in the collection system along with the reduction of chemical use at the facilities exemplifies the City of San Diego's commitment to reduce and reuse and is consistent with the ISO 14001 Environmental Policy practiced by Public Utilities Wastewater Treatment and Disposal. In addition, using the US Peroxide program provides significant financial savings to the City. Comparing the 2007 (pre PRI-SC™/ PRI-CEPT™ program) standard chemical application with the 2012 PRI-SC™/ PRI-CEPT™ program chemical application at PLWWTP, Pump Station 1 and Pump Station 2 the savings (at current pricing) is approximately \$1,186,654.

The full-service US Peroxide PRI-SC™/ PRI-CEPT™ program consists of equipment systems, overall program management, ongoing specialized application and technical support, chemical supply and logistics, routine sampling, monitoring and data reporting, chemical use rate tracking and inventory management, and maintenance services including ongoing equipment system repair and maintenance inclusive of parts and labor. The program elements are designed to ensure the reliable, safe and cost effective application of the PRI-SC™/ PRI-CEPT™ technology to optimize the cost and performance associated with the current use of iron salts for wastewater treatment within the City's wastewater system. The program provides seamless integration of the addition of hydrogen peroxide and iron salts for the wastewater treatment program for the City.

PRI-SC™/PRI-CEPT™ is a patented process technology; the purchase of the program, as defined as chemicals (hydrogen peroxide and iron salts), equipment and services from US Peroxide is inclusive of the cost for and constitutes an implied license to practice the processes as described in United States Patent No. 6,773,604 B2 and US Patent Application No. 6855256k.

The previous program scope included the supply of hydrogen peroxide and associated services, with the iron salts (ferrous chloride) provided by US Peroxide under a separate contract. This contract for ferrous chloride is expiring in October 2012.

It is requested that you approve the continued procurement of US Peroxide company's Peroxide Regenerated-Iron-Sulfide Control (PRI-SC™) and Peroxide Regenerated Iron-Chemically

Page 3
Jeffrey Baer
July 20, 2012

Enhanced Primary Treatment (PRI-CEPT™) program for the amount of \$5,000,000 on a sole source basis from US Peroxide LLC under San Diego Municipal Code Section 22.3208 and 22.3016 which reads in part, "*The Contracts listed in Section 22.3208 (a)-(h) are not required to be competitively awarded.*" Section 23.3016 (a) reads, "*When certification of a sole source contract is required by this Article, the City Manager or the Purchasing Agent shall certify that the award of the sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.*"



Tom Crane
Assistant Public Utilities Director

TC/jc

cc: Agnes Generoso, WWTD Interim Deputy Director, MS 903
K.C. Shankles, WWTD Superintendent, MS 612
Pamela Galan, Supervising Mgmt. Analyst, MS 903
Jose Cervantes, Associate Mgmt. Analyst, MS 903

SOLE SOURCE DOCUMENTATION
Sole Source, Single Seller Requirements

1. Requested from the Department of Public Utilities Date Received: February 12, 2013

2. Requesters name Cheryl Lester Telephone: Date: February 12, 2013

3. Requested Supplier/Vendor: U S Peroxide

4. Describe or attach the supporting documentation submitted by the department:

- Documentation attached

5. Cost Estimate: \$ 5,880,000 annually for each year of 5 years

6. The reason the Department is using a sole source* purchasing method is because

- The PRI-SC™/PRI-CEPT™ Program, a proprietary program, from U S Peroxide is the only program of its type with the necessary quality and functionality required by the City.

The City of San Diego Metropolitan Waste Water Management Department (MWWD) relies on iron salts for a cost effective wastewater treatment within the City's Wastewater system. A full-scale demonstration study conducted in the summer of 2006, showed that the U S Peroxide PRI-SC™/PRI-CEPT™ program, which provides upstream addition of ferrous chloride (FeCl₂) followed by the downstream addition of hydrogen peroxide (H₂O₂) for the purpose of regenerating spent iron ferric sulfide (FeS), provides a cost effective and optimal wastewater treatment process.

PRI-SC™/PRI-CEPT™ is a patented process technology; the purchase of the program, as defined as chemicals (hydrogen peroxide and/or iron salts), equipment and services from US Peroxide is inclusive of the cost for chemicals, equipment and services; and constitutes an implied license to practice the processes as described in United States Patent No. 6,773,604 B2 and US Patent Application #6855256k.

The program consists of equipment systems, overall program management, ongoing specialized application and technical support, chemical supply and logistics, routine sampling, monitoring and data reporting, chemical use rate tracking and inventory management, and maintenance services, including ongoing equipment system repair and maintenance inclusive of parts and labor. The program elements are designed to ensure the reliable, safe, and cost effective application of the PRI-SC™/PRI-CEPT™ technology to optimize the cost and performance associated with the current use of iron salts for wastewater treatment within the City's Wastewater system.

It is recommended that US Peroxide be allowed to continue the PRI-SC™/PRI-CEPT™ program under the current scope of work, and be sole source supplier of the iron salts and Hydrogen Peroxide used in conjunction with the PRI-SC™/PRI-CEPT™ program.

Upon City Council approval, the sole source shall be in effect through February 28, 2018.

7. What necessary feature(s) does this item/vendor provide which are not available from any other source? Be specific.

The US Peroxide System is a patented, proprietary system that is available only from US Peroxide. They do not license this system to other companies. For details, see item 6 above.

This sole source contract is necessary for the City's Public Utilities Department, WasteWater Treatment Section, to help the department maintain a cost effective wastewater treatment system that enables the City to comply with Federal E.P.A. guidelines. Strict compliance with a competitive process would be unavailing and would not produce an advantage as the U S Peroxide PRI-SC™/PRI-CEPT™ program is a proprietary process and not available from any other company or vendor, making soliciting bids impractical.

1. Buyer: _____ Date: _____
2. PPS: Karen Wolf _____ Date: 2/12/13
3. Purchasing Agent: _____ Date: 2/12/13

**City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition**

Requesting Department: PUD / WWTD
 Vendor Name: US Peroxide
 Purchase Requisition #: 1472 for a new
 Department Contact: Leticia Nevarez; lnvarez@sanidiego.gov;
 X44267
 Date of Request: 02/12/2013
 Contract Amount: 1472 - \$29,307,035.00

Please submit request to HumanResources@sanidiego.gov or MS 56L

Question	Department Response
What is the contract for?	Extension of the contract and sole source, for a period of 5 years, with U.S. Peroxide, LLC to utilize the Peroxide Regenerated Iron – Sulfide Control proprietary programs (PRI-SCTM/PRI-CEPTM) for wastewater odor control and to continue to achieve operational cost savings. The proprietary programs include program management, equipment systems, chemicals, supplies, and technical services.
Are City employees currently performing any of the work?	No, City employees are not currently performing the work.
Will any City employees be displaced as a result of this bid?	No, City employees will not be displaced as a result of this bid.
If this is a renewal of an existing contract, how long have these services been contracted out?	The existing contract/bid/sole source has been in place for over 6 years. Bid#8715-07C/C008100101
Is this a Public Works Contract Project? (construction, reconstruction or repair of City buildings, street or other facilities)	No, this is not a Public Works contract.
Is this a Tenant Improvement?	No, this is not a Tenant Improvement.
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	No, this service has always been contracted out. No other City department has the ability/manpower/certification to handle these hazardous materials or perform this service in order to meet the needs of the PRISC project.

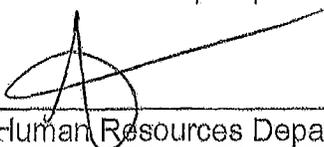
*7
Sole
Source
memo*

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is from a labor relations perspective.

Approved



Human Resources Department Liaison

2/13/13

Date

SOLE SOURCE DOCUMENTATION
Sole Source, Single Seller Requirements

1. Requested from the Department of Public Utilities Date Received: February 12, 2013
2. Requesters name Cheryl Lester Telephone: _____ Date: February 12, 2013
3. Requested Supplier/Vendor: U S Peroxide
4. Describe or attach the supporting documentation submitted by the department:
- Documentation attached
5. Cost Estimate: \$ 5,880,000 annually for each year of 5 years
6. The reason the Department is using a sole source* purchasing method is because

The PRI-SC™/PRI-CEPT™ Program, a proprietary program, from U S Peroxide is the only program of its type with the necessary quality and functionality required by the City.

The City of San Diego Metropolitan Waste Water Management Department (MWWd) relies on iron salts for a cost effective wastewater treatment within the City's Wastewater system. A full-scale demonstration study conducted in the summer of 2006, showed that the U S Peroxide PRI-SC™/PRI-CEPT™ program, which provides upstream addition of ferrous chloride (FeCl₂) followed by the downstream addition of hydrogen peroxide (H₂O₂) for the purpose of regenerating spent iron ferric sulfide (FeS), provides a cost effective and optimal wastewater treatment process.

PRI-SC™/PRI-CEPT™ is a patented process technology; the purchase of the program, as defined as chemicals (hydrogen peroxide and/or iron salts), equipment and services from US Peroxide is inclusive of the cost for chemicals, equipment and services; and constitutes an implied license to practice the processes as described in United States Patent No. 6,773,604 B2 and US Patent Application #6855256k.

The program consists of equipment systems, overall program management, ongoing specialized application and technical support, chemical supply and logistics, routine sampling, monitoring and data reporting, chemical use rate tracking and inventory management, and maintenance services, including ongoing equipment system repair and maintenance inclusive of parts and labor. The program elements are designed to ensure the reliable, safe, and cost effective application of the PRI-SC™/PRI-CEPT™ technology to optimize the cost and performance associated with the current use of iron salts for wastewater treatment within the City's Wastewater system.

It is recommended that US Peroxide be allowed to continue the PRI-SC™/PRI-CEPT™ program under the current scope of work, and be sole source supplier of the iron salts and Hydrogen Peroxide used in conjunction with the PRI-SC™/PRI-CEPT™ program.

Upon City Council approval, the sole source shall be in effect through February 28, 2018.

7. What necessary feature(s) does this item/vendor provide which are not available from any other source? Be specific.

The US Peroxide System is a patented, proprietary system that is available only from US Peroxide. They do not license this system to other companies. For details, see item 6 above.