

**WASTEWATER TREATMENT PLANT
CHEMICAL SUPPLY AGREEMENT**

THIS WASTEWATER TREATMENT PLANT CHEMICAL SUPPLY AGREEMENT (“Agreement”) is made and effective as of the 7th day of July, 2020 (“Effective Date”), by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Hasa, Inc., a California corporation whose address is 23119 Drayton Street Saugus, CA 91350 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY published a Request for Proposals for Project (“RFP”) on or about May 15, 2020, a copy of which is attached hereto as Exhibit “A” and which is deemed incorporated herein and made a part hereof by this reference for chemicals to be used in connection with the operation of the City’s newly constructed wastewater treatment plant;

B. CONTRACTOR submitted a proposal dated May 29, 2020 (“Proposal”) to the CITY to transport and deliver the desired chemicals and related services (collectively “Services”), which Proposal is attached hereto as Exhibit “B”; and

C. CITY desires to engage CONTRACTOR to provide Services; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year from the Effective Date unless extended by the parties with the approval of the City Council of the CITY. CITY shall have the option to renew this Agreement on identical terms including Compensation for up to two additional periods of one year each provided that the City Council elects to so exercise each option.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Services per the RFP attached as Exhibit “A” and the Proposal attached as Exhibit “B”. All Services shall be performed in the manner and according to the timeframe set forth in the RFP and Proposal. For the sake of clarity the Services include and CONTRACTOR

shall be responsible for and shall bear all liability and the risk of loss associated with the transportation of the chemicals from their point of origin to City's designated point of delivery until accepted by CITY. CONTRACTOR designates John McAllen as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. CITY's needs for the Services are not known with certainty because the same will be used in connection with the CITY's new wastewater treatment plant which is not yet in full operation. The rate schedule and estimated amount of required Sodium Hypochlorite is set forth here for the sake of convenience:

- Every 30 days; 2500 - 3999 gallons (short truckload) \$0.95/gal; or
- Every 5-6 weeks; 4000 gallons (full truckload) \$0.85/gal.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any per gallon fee charged is consistent with this Agreement's approved per gallon rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

4.04 If the Services are satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the

terms and conditions of this Agreement, the RFP and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms binding on the City other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect. In the event of a conflict between the terms of the RFP and the Proposal the RFP shall control.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials, vehicles and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement, the RFP and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity. CONTRACTOR shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the calling necessary to perform the Services. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such

instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "C"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ___; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

6.05 Pollution liability insurance. Environmental Impairment Liability

Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

7. General Conditions Pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court

costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others

to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement jurisdiction over the action shall be in the state or federal court in Riverside County California and the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any

financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By:  _____
Rey Santos, Mayor

CONTRACTOR:

Hasa, Inc., a California corporation

By:  _____

Print Name: Ken Ward

Title: CFO

EXHIBIT "A"

RFP

(insert behind this page)



Website:
<http://beaumontca.gov/>

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposal
for
Chemical Supplier Services
for Wastewater Treatment Plant Project

Proposals Due By:

12:00 pm
May 29, 2020

Contact:

Jeff Hart
Director of Public Works
jhart@beaumontca.gov

RFP Available:

www.publicpurchase.com



Introduction

The City of Beaumont (City) is seeking proposals for chemical supplier services from qualified firms (Consultant) interested in assessing and providing chemicals used for the treatment of wastewater at the City of Beaumont Wastewater Treatment Plant (Project).

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective chemicals for the treatment of wastewater to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide chemicals used for the treatment of wastewater at the WWTP Project as described in the scope of this RFP.

Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Scope of Services

The Scope of Services for the Wastewater Treatment Plant Chemical Usage Project is attached as Exhibit A.

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one (1) year, with two (2) one-year extensions if approved by City Council, subject to agreement terms and the Beaumont Municipal Code.



Proposal Requirements

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two (2) pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individual(s) with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual(s) to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. Firm's Approach: The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with the City to facilitate successful delivery of assigned tasks.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, etc. and specifically identify whether the firm employs its own delivery drivers and if it owns the trucks/trailers for deliveries related to this RFP or if the firm contracts out to a delivery service and/or leasing company..
- E. Resumes: Resume of all consultants on the team.



- F. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager.
- G. References: Three (3) to five (5) references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. Include a timeline to complete the tasks for the project.
- I. Cost: Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc. All chemical cost proposals shall be in price per gallon of product.
- J. Related Projects: Please include a minimum of three (3) similar projects with a full description, timeline, and website to review the approved project. The related projects must demonstrate experience with delivery of chemicals being supplied and safety precautions taken while delivering such chemicals.
- K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.

Submittal

A digital PDF copy of the proposal and fee proposal must be submitted no later than **12:00 pm, May 29, 2020 to jhart@beaumontca.gov**. Mail, Postmarks, and faxes are not acceptable. Proposal and email subject must be titled "RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project". Requests for Clarifications (RFCs) or questions regarding this RFP shall be requested on the Public Purchase website via "Ask Questions" section for this RFP.

No RFC or questions will be accepted after **12:00 pm, May 22, 2020**.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be



accepted.

All RFC's and responses will be posted on Public Purchase within three days of RFC due date.

Timetable for reviewing and evaluating proposals:

- | | |
|----------------------|---------------------------|
| 1. RFP Release | May 15, 2020 |
| 2. RFC Due | May 22, 2020 @ 12:00 pm |
| 3. Proposal Due Date | May 29, 2020 @ 12:00 pm |
| 4. Interviews | If required, June 2, 2020 |
| 5. Award Date | June 16, 2020 |

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.



Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Project Approach, Work Plan, and Duration	15
Project Team Organization and Qualifications	15
Related Experience and Past Projects	15
References	10
Proposed Fee	45
Total	100

The City may request a qualification interview with the highest ranked consultants prior to determining the final ranking. The City reserves the right to reject any and all proposals.

Exhibits

- A. Scope of Services
- B. Professional Services Agreement
- C. Estimated 30-day Chemical Usage

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW



EXHIBIT B Scope of Services

The City wishes to set up delivery of chemicals used in the treatment of wastewater with delivery to be on a 30-day delivery schedule. Estimated 30-day chemical usage is shown in Exhibit C.

The City of Beaumont Wastewater Treatment Plant is located at:

**715 W. 4th Street
Beaumont, CA 92223**

The following scope of services provide general description and performance requirements. It is expected that the proposal developed by each of the responding firms will provide significant additional details for implementing the project.

Project Management/Implementation Plan:

- Successful respondent shall plan to attend at least two (2) meetings w/ City Staff to:
 - a. Kick-off project,
 - b. Track progress,
 - c. Ensure collaboration, and
 - d. Review draft/ final submittals.
- Consultant shall develop a tentative schedule that includes proposed delivery schedule(s) for the project. Delivery times must be Monday – Thursday between the hours of 6:30 am to 3:30 pm.
- Successful respondent shall offload wet chemicals with all proper PPE, spill containment, etc. and provide hose connections/adapters as needed.
- All deliveries should include weight ticket, Certificate of Analysis (COA), and Safety Data Sheets (SDS).

Recommend Upgrades, Improvements and Alternatives:

- Consultant shall recommend chemical alternatives if the requested/required chemicals is not available at time of delivery. As part of the recommendations, the Consultant shall analyze the following:

Deliverables:

- Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc.
- All chemical cost proposals shall be in price per gallon of product.



EXHIBIT B

Professional Services Agreement



EXHIBIT C

Estimated 30-Day Chemical Usages Based on Engineer Estimates, After Successful Start-Up



Chemical	Concentration	Tank/Tote	Capacity (g)	Dose	Units	30 Day Usage (EST)
Citric Acid	50%	Tote	275	8	GAL/Batch	160
Sulfuric Acid	93%	Tank	1550	1.13	GPH	814
Liquid Ammonium Sulfate	40%	Tank	1550	2.083	GPH	1500
Sodium Hypochlorite	12.5%	Tank	4600	4.1	GPH	2952
				10	GAL/Batch	200
Sodium Bisulfite	38%	Tank	1550	0.5	GPH	360
Sodium Hydroxide	25%	Tank	1550	0.14	GPH	101

3152

Estimated 30 day chemical usages, based on engineer estimates, after successful start up.

EXHIBIT "B"

PROPOSAL

(insert behind this page)



May 29, 2020

Mr. Jeff Hart
Director of Public Works
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Dear Mr. Hart,

HASA, Inc. is pleased to offer our proposal to the City of Beaumont for Chemical Supplies Services for the Wastewater Treatment Plant Project. As a 50+ year manufacturer and supplier of sodium hypochlorite, with our company headquarters based right here in Southern California, we certainly understand the scope of services required to undertake this project.

HASA, Inc. is a leading producer and distributor of high-quality water treatment solutions. Our products are used to sanitize and maintain recreational swimming pools and spas; water tanks and containment vessels; municipal drinking water; and other commercial and industrial water systems. Founded in 1964, the company is recognized industry wide as the premier source for sodium hypochlorite sanitization and shock solutions.

As Chief Financial Officer for HASA, Inc., I possess the authority to negotiate and contractually bind HASA to the services agreement put forth by City of Beaumont. I certify under penalty of perjury that HASA complies with nondiscrimination requirements of the state and federal government.

Thank you for the opportunity. My telephone number is 661-259-5848 if you have any questions regarding the statement above.

Sincerely,

A handwritten signature in black ink, appearing to read "KW", is written over a light blue horizontal line.

Ken Ward
Chief Financial Officer



RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project

- City of Beaumont

May 29, 2020





A. Introduction

Introduction to HASA, Inc.

What is the HASA difference?

HASA is the purest, strongest, fastest working liquid chlorine available on the market today. HASA is small enough to know you, and large enough to serve you.

At HASA, we understand the importance of safe, clean and clear water. We will deliver high quality Sodium Hypochlorite to your facility when you need it, with the professionalism and service you expect from your chemical supplier.

HASA will partner with City of Beaumont to manage the project and implement the proposed plan to deliver bulk Sodium Hypochlorite to its Wastewater Treatment Plant. We will provide all required documentation (weight ticket, COA, SDS, etc.) as requested, and we will deliver on your schedule when product is ordered.

And as your partner, HASA will recommend alternatives or upgrades to equipment and/or chemicals as necessary to ensure City of Beaumont meets and exceeds their plan's objectives.

Corporate mailing address:

HASA, Inc.
23119 Drayton St.
Saugus, CA 91350

For further information contact:

Amy Vermillion, Commercial Director, Industrial and MiniBulk Products
Tel: 909-297-9183





B. HASA's Approach

HASA's Approach

OUR COMMITMENT TO YOU

Collaboration

HASA treats our customers as partners. We communicate effectively and will answer any and all questions pertaining to the supply and delivery of the highest quality sodium hypochlorite on the market today.

Trust

As your partner, we establish trust by being honest and forthright in all that we do. We will do what we say we will do, we will strive to do it right every time, and we will do it on time. And if we happen to make a mistake, we will make it right as soon as possible.

Communication

HASA's team of professionals is on call, day or night, able to handle last minute changes or urgent issues that can't wait until normal business hours to be addressed. City of Beaumont will have a direct line to multiple key personnel at HASA to address your concerns or answer your questions.



C. HASA's Profile

Firm Profile: HASA, Inc.

Component	Attributes
Production of High Quality, High Strength Sodium Hypochlorite	<p>HASA, Inc. is a leading producer and distributor of high-quality water treatment solutions. Our products are used to sanitize and maintain recreational swimming pools and spas; water tanks and containment vessels; municipal drinking water; and other commercial and industrial water systems.</p>
50+ Years	<p>Founded in 1964, HASA is recognized industry wide as the premier source for sodium hypochlorite sanitization and shock solutions.</p>
Footprint	<p>The corporation employs approximately 465 people (397 hourly and 68 salaried employees), and operates seven production facilities strategically placed throughout the Western USA in Saugus, San Diego, Pomona, and Pittsburg, California, as well as Longview WA, Eloy AZ, and Bryan TX.</p>
Delivery	<p>The company employs its own delivery drivers and owns the trucks and trailers for its chemical deliveries.</p>






**Please note: HASA's proposal is for sodium hypochlorite only.*



D. Team Resumé

HASA Inc. Management Team



Executive	Experience	Background
 Chris Brink <i>Chief Executive Officer</i>	20+ years	<ul style="list-style-type: none">■ Joined HASA in 2018 as COO and promoted to CEO■ Prior to joining HASA, served as VP at Accella Performance Materials; SVP, Business Head, Performance Additives at Henry Company; Leader of the Polyurethane Foam Systems Division at Dow Chemical and Product Development Chemist at Stepan Company
 Ken Ward <i>Chief Financial Officer</i>	20+ years	<ul style="list-style-type: none">■ Joined HASA in 2017 as CFO■ Prior to joining HASA, served as CFO at Klune Industries and Group Controller at Aerospace Dynamics (both subsidiaries of Precision Castparts / Berkshire Hathaway)
 Rob Bzdil <i>EVP, Supply Chain & Industrial Sales</i>	20+ years	<ul style="list-style-type: none">■ Joined HASA in 2015 and promoted to EVP of Supply Chain & Industrial Sales■ Prior to joining HASA, held a variety of roles including New Product Development / Process Engineering at Corning Glass, Project Engineering / Business Development at OxyChem and Pioneer Chlor-Alkali
 Angela Tran <i>SVP, Finance & Operational Excellence</i>	10+ years	<ul style="list-style-type: none">■ Joined HASA in 2017 and promoted to SVP of Finance & Operational Excellence■ Prior to joining HASA, served as Controller of Klune Industries and Aerospace Dynamics (both subsidiaries of Precision Castparts / Berkshire Hathaway)
 Rick Sawin <i>VP of Sales, Pool & Distribution</i>	30+ years	<ul style="list-style-type: none">■ Joined HASA in 2019 as VP of Sales, Pool and Distribution■ Prior to joining HASA, held a variety of roles in the pool industry including Director of M&A and VP of Commercial Sales at Leslie's Poolmart



E. Key Personnel

Key Personnel at HASA

HASA'S TEAM OF PROFESSIONALS

John McAllen (Project Manager)

John is HASA's most senior account manager for our Industrial market segment in Southern California. John is committed to quality and service in all that he does for HASA and our customers. He will be your main point of contact for sales and technical related questions.

John de la Torre (Director of Transportation)

John joined HASA last year, and is a critical addition to our management team. John directs the all-important logistics coordinating with HASA's team of professional drivers and well-maintained trucks and trailers, making sure your order will arrive on time, every single time.

Jennifer Pieri (Customer Service Manager)

Jennifer has been with HASA since 1996 and brings the professionalism and "can do" attitude that we at HASA strive to emulate each day. Jennifer will work with City of Beaumont along with her team of customer service representatives to manage the day-to-day aspects of order fulfillment and account receivables.



F. References

HASA References

HASA'S PROVEN TRACK RECORD

HASA has a proven 50+ year track record of safe delivery to water treatment facilities throughout Southern California.

Company: Yucaipa Valley Water District

Address: 12770 Second St., Yucaipa, CA 92399

Contact: Ron McCall (909) 790-9208

Annual quantity: 100,000 gals.

Company: Santa Clarita Valley Water Agency

Address: 27234 Bouquet Canyon Road, Santa Clarita, CA 91350

Contact: Jim Weiherer (661) 513-1236

Annual quantity: 120,000 gals.

Company: Olivenhain Municipal Water District

Address: 16595 Dove Canyon Rd., San Diego, CA 92127

Contact: Gabe Hernandez (619) 851-2115

Annual quantity: 100,000 gals.

Company: County of Ventura Public Works Agency

Address: 6767 Spring Rd. Moorpark, CA 93020

Contact: Augustine: Godinez (805) 378-1169

Annual Quantity: 100,000 gals.

Company name: Pasadena Water and Power

Address: 150 S. Los Robles Ave. Pasadena, CA 91101

Contact: Doug Ross (626) 744-8441

Annual Quantity: 50,000 gals.





G. Scope of Services

Scope of Services by HASA, Inc.

Component	Requirements
<p>Production of High Quality, High Strength Sodium Hypochlorite</p>	<ul style="list-style-type: none"> • Secure Raw Material supply based on demand forecast, with a durable supply track record • Utilize high performance filtration process to produce high spec product that slows degradation substantially • Monitor product during storage and adjust as required to ensure product arrives at City of Beaumont Wastewater Treatment Plant at specified strength • Production has a proven track record in accommodating any change in delivery schedule
<p>Delivery</p>	<ul style="list-style-type: none"> • Delivery of product is made on HASA trucks by HASA drivers • Drivers are certified and maintain the highest hazmat qualifications • Drivers are professional and are well trained in deliveries to wastewater treatment plants • All paperwork is consistently complete and correct • Equipment is maintained per schedule and kept in good working order to ensure safe and timely delivery • Deliveries are available for weekends, holidays and in any emergency situation, and are accommodated
<p>Service</p>	<ul style="list-style-type: none"> • HASA has structured service levels to accommodate requirements and has invested in assets to specifically service the needs of our Southern California clients, such as City of Beaumont • Personnel maintain an “on call” status and are available should any need arise
<p>Continued Investment</p>	<ul style="list-style-type: none"> • HASA has built the production, transportation and service infrastructure necessary to support the consistent delivery of high quality, high strength sodium hypochlorite to serve our Southern California clients. Investments include: <ul style="list-style-type: none"> ✓ The highest quality filter system available to broaden supply base and reduce the risk of supply interruption ✓ Increased capacity for finished product storage and bleach plant production ✓ Additional transportation personnel and tank trailer and tractor assets to guarantee product delivery ✓ Registration for different strengths of sodium hypochlorite is in process and will allow Hasa to possibly ship a higher concentration product which will reduce the number of deliveries, truck traffic, freight and operating costs ✓ Additional bleach plant improvements are underway to increase throughput and improve inline quality testing





H. Cost

Cost Proposal: 2020-2021 — City of Beaumont/ HASA, Inc.

HASA, Inc. is pleased to offer pricing for the City of Beaumont Wastewater Treatment Plant's bulk 12.5% Sodium Hypochlorite requirements.

Delivery Schedule	Cost Proposal
Every 30 days	<ul style="list-style-type: none">2500 - 3999 gallons (short truckload) \$0.95/gal firm 7/1/2020 – 6/30/2021
Every 5-6 weeks	<ul style="list-style-type: none">4000 gallons (full truckload) \$0.85/gal firm 7/1/2020 - 6/30/2021

Product: Bulk Multi-Chlor® 12.5% filtered sodium hypochlorite)

Sales terms: FOB Beaumont, CA 92223

Lead time: 2-3 business days

Price firm until June 30, 2021; may add up to two 1-year contract extensions with an updated price quote.

** We are willing to discuss pricing cap on a 3-year contract.*



J. Additional Information

Safety at HASA

HASA'S SAFETY STATEMENT

We value safety in everything we do.

At work, at home and on the road, we all contribute to a safe and healthy environment for our employees, customers, suppliers, contractors and visitors. Together, our actions result in people being safe each and every day. We constantly strive toward zero injuries and lost time incidents. There is no end to our journey.

Safety takes precedence above all.

Together and individually, we demonstrate our commitment by: Taking the time to do our work safely; taking actions to prevent and eliminate hazards; speaking up when we see an unsafe situation; and incorporating safety into everything we do, including how we define success. We continuously work to improve our safety habits, because we can never be too safe.

We manage safety at all levels.

From executives to front line employees, we hold ourselves and each other to high safety standards across the organization. HASA employs an extensive program of risk management under the EPA Risk Management program. HAZCOM and emergency response training are employed at all sites and managed through a central process to ensure consistency. HASA cooperates with all local, state and federal agencies, including OSHA, the EPA, DOT, local fire departments, DPR, and others in order to maintain a high level of compliance to standards.

Why HASA Sodium Hypochlorite?

THE HASA ADVANTAGE

Decomposition:

All sodium hypochlorite decomposes, a fact that all bleach manufacturers battle with. Light, heat, organic matter and heavy metals such as iron, copper, nickel, and cobalt accelerate the rate of decomposition, contributing to the loss of sodium hypochlorite strength and the formation of oxygen. Loss of available chlorine through decomposition means using more product to achieve the same level of disinfection.

The Powell Filter Advantage:

- Removes Virtually ALL Contaminants
- Highest Quality
- Purest Product
- Slower Decomposition
- More Active Product per Gallon
- Lower Usage Costs
- Eliminates/Reduces Tank Cleanouts

So why choose HASA?

- Local Sales and Tech Support
- Dedicated Fleet of Trucks
- Dependable/On Time Service
- State of the Art Manufacturing
- Leader in Government & Environmental Standards

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

