

Below are the responses to all the questions received by 3:00 p.m. on August 21, 2018:

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**Section 4. AMERICANS WITH DISABILITIES ACT**

Q: What does certification involve?

A: This section has been deleted per Addendum #3

**Section 5. HOLD HARMLESS**

Q: Whose use? Does this refer to illegal or unauthorized use only or any use? What does furnished or used involve? Does this refer to anything used by Regional San in connection with the product and not just the product? What is "this order"? Is this intended to exclude liability resulting from actions /omissions for which Regional San is at fault? What does "such articles" refer to?

A: This is a generic intellectual property indemnity clause designed to protect the County if a party we are doing business with violates someone else's intellectual property rights. See page 12 for hold harmless language.

**Section 6. DEFAULT BY VENDOR**

Q: What is a "default"? Does this mean a breach of any term of the contract, a material breach, or only Supplier's failure to supply the product in accordance with the contract?

A: Default means all of the above.

Q: Would we be provided with a reasonable cure period?

A: Most probably yes, as determined on a case by case basis.

Q: What does "periods of performance" refer to?

A: Regional San may extend the required time to perform services pursuant to this agreement if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Manager.

**Section 7. RIGHT TO AUDIT**

Q: Which records will need to be examined?

A: Any and all records associated with the work done pursuant to this contract.

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**Section 12. TITLE**

Q: How does this work with the FOB term set out in the Terms & Conditions?

A: Buyers building is FOB Destination, also known as the Lime facility at 8521 Laguna Station Road, Elk Grove, CA 95758.

**Section 13. CHANGES WITHOUT NOTICE PROHIBITED**

Q: Does this refer to Regional San's written notice of acceptance?

A: Yes

**Section 15. FORCE MAJEURE**

Q: Why are strikes of Supplier's workforce excluded?

A: Strikes of other entities are not typically considered force majeure because this is not a risk Regional San is willing to take.

**Page 10 - Terms & Conditions**

**F.O.B. point.**

Q: How does this work with Section 12 of the General Conditions?

A: See previous answer to **Section 12: TITLE**

**Work on Regional San premises.**

Q: Does this include Supplier's Subcontractors given the "Subcontracting" section on the next page?

A: Yes.

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**Protection of property.**

Q: What does surety refer to here and in the other instances of the term on Pages 10 & 11?

A: Surety refers to the Contractor's Insurance Policy.

**Termination upon Unsatisfactory Performance.**

Q: What does "immediately" mean to Regional San?

A: Normally, a cure letter will be issued and vendor will have 30 days to cure the situation.

**Timely reporting of incidents.**

Q: What does "immediately" mean to Regional San here?

A: Usually, immediately means "upon discovery" or right away.

**Non-recognition of Subcontractors.**

Q: This is the first reference to "blanket order". What does this refer to - the entire contract, a blanket work order, an individual order for product?

A: A blanket order refers to the entire contract.

**Page 12**

**Drug-free Workplace.**

Q: Could this requirement be modified as set out herein if Supplier has:

- 1) a policy that prohibits the manufacture, distribution, dispensing, possession or use of drugs and alcohol in the workplace; and 2) a training program that accomplishes substantially the same objective as item 2?

We propose the following language:

1. Developed and enforced an Alcohol & Drug Policy that prohibits the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Supplier's workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Developed a mandatory training program for all employees to inform employees about:
  - a. The dangers of drug and alcohol abuse in the workplace.
  - b. The Supplier's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the Alcohol & Drug Policy. Employees have access to the Alcohol & Drug Policy.

A: Please submit proposed language changes on the EXCEPTION RESPONSE PAGE (page 32).

**Indemnification.**

Q: Who authorizes such volunteers and agents?

A: The District regulates and authorizes any Volunteers that are on the premises. Volunteers are used in the offices but not at the plant.

Q: Why do volunteers and agents need to be indemnified?

A: The District treats authorized volunteers and agents the same way that it treats employees, thus we want them to be indemnified the same way that employees are.

Q: How many will there be and how will they be identified to Supplier?

A: We do not expect that Volunteers will be present at the QuickLime delivery site.

Q: Why does the indemnity need to survive indefinitely?

A: There is always the possibility that a third party will argue that they suffered injury after the termination of the contract. It is common for most indemnities to contain a survival clause.

Q: What claims of concern would arise years after the termination of the contract?

A: An example would be if the contractor spilled some QuickLime and then someone got that QuickLime on their skin and was burned. If the injured party did not report the claim until after the termination of the contract, we would still need to be indemnified.

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**Fixed Price Deliverables.**

Q: How does this work with Quicklime?

A: Please refer to the Cost Response Page for pricing of deliverable.

Q: What would "partial completion" would look like? For example, what if Regional San's silo is full and Supplier cannot unload a full load - how would this provision apply?

A: Partial completion would be incomplete delivery of the full amount ordered when Regional San's silos have storage volume for the full amount.

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**Audits and Records.**

Q: What records will be considered relevant for these purposes?

A: It means any and all records associated with the work done pursuant to this contract.

**Page 17**

**HIGH CALCIUM QUICKLIME**

**INTENDED USE, SPECIFICATIONS, AND OTHER CONDITIONS**

**Section 3.d. General Impurities**

Q: What does properly mean?

A: For Regional San, treated properly means the Quicklime was used at the intended location at the dosage needed to keep pH and alkalinity in the intended range.

**Q:** What constitutes foreign matter?

**A:** Foreign matter is excessive amount of anything not listed in supplier's specification sheet under composition and typical chemical properties or characteristic. Excessive amount is the amount that may damage Regional San's equipment or facility.

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**REGIONAL SAN INSURANCE REQUIREMENTS**

**Section 2. Minimum Scope of Insurance**

**Q:** Does Regional San consider High Calcium Quicklime to be "hazardous materials" for these purposes?

**A:** Yes, Quicklime can cause thermal burns to skin.

**Section 9. Property**

**Q:** Are these policies required? They are not listed under the insurance policy requirements.

**A:** Property and Inland Marine Waiver of Subrogation is required and comes into play if the Contractor uses equipment for this project. For example, if Contractor uses a forklift to unload the QuickLime from their truck, and the Forklift is damaged while it is unloading QuickLime, we request that QuickLime have a Waiver of Subrogation on the policy covering the Forklift, as opposed to making a claim against the District.