CHINO BASIN DESALTER AUTHORITY

REQUEST FOR PROPOSAL No.

CDA RFP-SM-19-005

FOR

SUPPLY OF BULK 32% MAGNESIUM CHLORIDE

January 28, 2019
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This request for proposal package includes the sections and subsections listed below. If any of these items are missing from your request for proposal package, please contact the individual identified on Page 1-1, Item C.

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ATTACHMENT A - SAMPLE CONTRACT pages 1-9
A. **INTRODUCTION**: Acting on behalf of the Chino Basin Desalter Authority (CDA), The Inland Empire Utilities Agency invites submittal of fixed unit price proposals for supply and (bulk) delivery of 32% solution strength magnesium chloride, ANSI/NSF 60, initially covering a two year term (anticipated 3/1/19 through 02/28/21). Potential options for a third, fourth and fifth year of performance are also desired (see Section 2, paragraph M and N for descriptions of option terms and price adjustments).

B. **SUBMITTAL LOCATION - CLOSING DATE, AND TIME**: The scheduled submittal closing dates and times are as listed below. Offeror shall submit **four (4) copies** (includes one original) of their proposal to the address below. Proposals received after the "closing" date and time indicated will not be accepted. Faxed or emailed proposals will not be accepted.

| SUBMITTAL CLOSING DATE AND TIME: | February 11, 2019 at 4:00 pm |
| LATE PROPOSALS WILL NOT BE ACCEPTED |

C. **INQUIRIES**: Inquiries regarding this solicitation should be directed to:

Jose Garcia  
Principal Accountant  
Phone: (909) 218-3732  E-mail: jgarcia@chinodesalter.org

D. **PROPOSAL LABELING AND SUBMITTAL**: Proposals shall be submitted in a **sealed envelope**. Proposal envelopes must be **plainly marked** and submitted as follows:

1. Proposal envelopes forwarded via an express courier or personal delivery shall be labeled and submitted as follows:

   Chino Basin Desalter Authority  
   Attn: Jose Garcia  
   2151 S. Haven Avenue, Suite 202  
   Ontario, CA  91761  
   RE:  PROPOSAL FOR SUPPLY OF MAGNESIUM CHLORIDE  
   REQUEST FOR PROPOSAL No.  CDA RFP-SM-19-005

E. **PROPOSAL SUBMITTAL**: Any proposals found to be illegible or substantively incomplete shall be considered for rejection. Whether sent by courier, mail, or by means of personal delivery, Offerors assume full responsibility for having their proposal received at the submittal address listed above not later than the above-stated proposal closing time. Verbal, telephone, faxed, or e-mailed proposals or modifications will not be considered.

F. **PROPOSAL FORMAT**: All Offerors shall complete and return one original and three copies of their proposal with all forms contained in Sections 4 and 5 of this document completed. Offeror shall include sequential page numbers and the contractor’s initials on each page of their Proposal. A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of ninety (90) days from bid closing.
SECTION 1 - SUBMITTAL INFORMATION

G. **PRE-PROPOSAL MEETING/NON-MANDATORY MEETING:** There is not a mandatory pre-proposal meeting; however, you may submit questions online via Planet bids by Monday, February 4, 2019, at 12:00pm.
SECTION 1 - GENERAL INFORMATION

NOTE: IT IS THE OFFEROR’S RESPONSIBILITY TO EXAMINE THIS SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

A. **WAITING PERIOD**: All Offeror’s are hereby alerted that a waiting period of up to 90 calendar days from the date of the proposal submittal deadline may be required before proceedings are completed and an award is made. Offerors shall assume full responsibility for the effect of the waiting period on all proposal prices and terms.

B. **INSURANCE**: Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 – 5, (Attachment A to this solicitation). It is highly recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed therein. If an apparent low Offeror fails to strictly comply with said insurance requirements, that Offeror may be disqualified from award of the Contract.

C. **PROPOSAL PREPARATION COSTS**: The CDA is not, nor shall be deemed liable for any costs incurred by Offerors in the preparation, submission, or presentation of their proposals.

D. **REQUEST FOR PROPOSAL, FORMS, AND CERTIFICATES**: All Offerors shall complete and return one original and three copies of their proposal with all forms and certificates provided in this solicitation as listed below:

1. Price Proposal Schedule (See Section 4)
2. Supplier Identification Form (See Section 5)
3. Workers’ Compensation Certificate (See Section 5)
4. Non-Collusion Affidavit (See Section 5)
5. Exception Form (See Section 5)
6. References Form (See Section 5)
7. Completed W9 Form

E. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING**: Any Offeror may request withdrawal of their submitted proposal, either in person or by written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the CDA will consider the Offeror's proposal null and void, and shall return the proposal to the Offeror unopened. Withdrawal of Offeror's proposal will not prejudice Offeror's resubmittal for this or any future proposal(s).

F. **MISTAKE IN PROPOSAL**: Any Offeror may withdraw their proposal after the proposal due date only if the Offeror can establish to the CDA's satisfaction, that a mistake was made in preparing the proposal.

1. An Offeror declaring a mistake must give a written notice to the CDA within five calendar days after the proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal different than it was intended.

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

G. **PROPOSAL ACCEPTANCE**: The CDA reserves the right to accept or reject any or all proposals, or waive any informalities or irregularities in any of the received proposals, if said action is deemed to be in the best interest of the CDA.
H. **INTERPRETATION OF DOCUMENTS:** Should an Offeror find discrepancies or omissions in the specifications or Request for Proposal, or should the Offeror be in doubt as to their interpretation, the Offeror shall notify the Contract Administrator identified above in Section 1.C of this document. Should it be found necessary, a written addendum will be sent to all known Offerors. Any addendum issued prior to the proposal opening shall form a part of this solicitation and shall become a part of the submitted proposal.

I. **REFERENCES:** Using the References form included within Section 5D of this document, the Offeror shall provide contact information applicable to a minimum of three firms to which they have provided similar product.

J. **AWARD/SELECTION CRITERIA:** The following criteria will be used in the rating process for selection of a Supplier to provide the required product and related services.

- Proposed price to provide product to the CDA
- Ability to ensure timely delivery of product within the specified quality parameters
- Past record of performance for the supply and delivery of similar products
- Completeness and accuracy of proposal
- Quantity and significance of Offeror’s exceptions taken to this Request for Proposal document and sample contract (Attachment A)
- Compliance with all insurance requirements.

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

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

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

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

L. **MULTIPLE AWARDS:** Although not anticipated in conjunction with this activity, the CDA reserves the right to award multiple contracts from this Request for Proposal, if said action is deemed to be in the best interest of the CDA.
M. **TERM OF CONTRACT:** The initial term of the Contract anticipated in conjunction with this solicitation shall be two years (3/1/19 – 2/28/21). Additionally, the Supplier shall agree to allow the CDA, at the CDA's sole discretion, to extend the contract, in twelve month increments, for an additional period not-to-exceed 36 months; resulting in a potential aggregate total contract term of five years. In the event the CDA desires to exercise any or all of the contract extension options provided for in this Section, the CDA shall provide written notice to the Supplier prior to the expiration of the original contract term, or any extension thereof.

N. **PRICE ADJUSTMENTS:** In the event the CDA exercises any of the Contract extensions provided for in Section M above, pricing covering said extension(s) shall be subject to negotiation and mutual agreement between the CDA and Supplier. If mutual agreement as to the annual option price adjustment cannot be reached within 30 days from the date of the CDA's written advance notification to exercise option, then the Option clause becomes void and the contract shall expire per its previously-established expiration date.

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

P. **CONTRACT EXECUTION(S) / EXCEPTIONS:** The selected Offeror shall execute a contract with the CDA which establishes the terms and conditions covering the services provided. A sample of the CDA's standard services contract is provided as Section 5 of this RFP. The CDA will issue, to the selected contractor, a contract similar in form to the sample shown in Section 5. The executed contract which will incorporate this RFP and the Offeror's proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the CDA of any exceptions to the contract's content or to the content of the RFP. An Exceptions Form is provided (see Section 3).

Q. **PROPOSAL INCLUSIONS:** The Request for Proposal documents shall be returned in their entirety, with all applicable portions fully completed by the Offeror. Each page shall be sequentially number and initialed by the Offeror.

R. **PROPOSAL PRICE:** Offeror shall record and submit their proposed price for providing the required services within the Proposal Price Schedule contained in Section 3 (Forms) of this Request for Proposal document. Each Offeror must fully complete all parts of the Proposal Price Schedule, or the proposal may be rejected. Be advised that, at any time, the CDA may require the Offeror to further itemize/detail components of proposed price(s); i.e. labor, materials, travel expenses, sales taxes, freight charge, etc. If the Offeror desires to convey clarifications/explanations to the information presented on the Proposal Price Schedule, an addendum page(s), may be attached thereto.
D. **SCOPE OF WORK:** Supplier product, services, and responsibilities shall include and be in accordance with the following:

**PRODUCT REQUIREMENTS:** Supplier shall supply and deliver, via “bulk” truck loads, magnesium chloride in 32% solution. All magnesium chloride supplied under this contract shall be in accordance with industry standards, and must meet the ANSI/NSF 60, and shall comply with all applicable Federal, State, and local rules and regulations in effect at the time of delivery.

**ESTIMATED QUANTITIES:** It is anticipated that the combined annual usage of 32% magnesium chloride needed in conjunction with this contract will be approximately 1,808,393 pounds. However, the Chino Basin Desalter Authority (CDA) will be placing delivery orders on an “as needed” basis and will not be obligated to purchase any specific quantities. Thus, the CDA reserves the right to purchase either more or less product at the firm-fixed unit price quoted.

**SHIPPING INSTRUCTIONS:** Shipments shall be made, via “bulk truck load”, within three calendar days from receipt of either a verbal or written shipping order from CDA personnel. Orders will be placed on an as-needed basis to suit the CDA’s requirements throughout the contract period. Deliveries shall be routinely made Monday through Friday, between the hours of 7:00 a.m. and 2:00 p.m.

**DELIVERY LOCATIONS:** 32% magnesium chloride shall be delivered in bulk to the following locations:

<table>
<thead>
<tr>
<th>DELIVERY LOCATION</th>
<th>ESTIMATED ANNUAL USAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chino I Desalter Facility</td>
<td>6905 Kimball Avenue</td>
</tr>
<tr>
<td>Chino, CA 91708</td>
<td>N/A</td>
</tr>
<tr>
<td>Chino II Desalter Facility</td>
<td>11251 Harrel Street</td>
</tr>
<tr>
<td>Jurupa Valley, CA 91752-1442</td>
<td>1,808,393 lbs.</td>
</tr>
</tbody>
</table>

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

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

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

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

**SAFETY DATA SHEETS:** The Supplier shall provide two copies of the Safety Data Sheet (SDS)
applicable to the delivered product to the CDA’s Contract Administrator upon execution of this contract,
as well as whenever the delivered product and/or its MSDS is revised or updated.

**PRODUCT HANDLING TRAINING:** The Supplier shall provide training covering the safe and proper
handling procedure of their product. This training shall be provided at the CDA Desalter I or
Desalter II facility once per calendar year, or more frequently as may be requested by CDA
operations personnel. Said training sessions shall be provided by the supplier at no additional costs
to the CDA.
SECTION 4 - PRICE PROPOSAL SCHEDULE

A. PRICE INCLUSION STATEMENT: Offeror shall quote a fixed unit price for an initial two (2) year Contract, running from approximately 3/1/19 through 2/28/21. Offerors shall fully complete this Price Proposal Schedule and return it with their proposal. The total proposed unit price shall be stated as NET-PRICEs, whereas NET-PRICE shall represent the total and final cost to the CDA for the supply and delivery of 32% magnesium chloride, as specified within this solicitation. NET-PRICEs shall include all costs associated with materials, labor, equipment, transportation, CA mill assessment, overhead, travel, profit, insurance, freight, incidentals, all applicable taxes/fees and all other related costs necessary to supply and deliver the product (F.O.B. point = destination).

B. PRICE PROPOSAL SCHEDULE FOR BULK SUPPLY OF 32% MAGNESIUM CHLORIDE:

| PRODUCT PRICE / POUND (delivered) | $___________ |
| SALES TAX (currently 7.75%) / POUND | $___________ |
| DELIVERY CHARGE/POUND | (Included in Price) |
| TOTAL NET PRICE / POUND (delivered) | $___________ |

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

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

_________________________  ___________________________
Signature                  Company Name

_________________________
Printed Name

_________________________
Title                      Date
A. **OFFEROR IDENTIFICATION FORM**

1. Legal name of Offeror: __________________________________________________________

2. Offeror's Street Address: _________________________________________________________

3. Mailing Address: _______________________________________________________________

4. Offeror Business Telephone: _____________________________________________________

5. Offeror Facsimile Telephone: ____________________________________________________ (if available)

6. Type of Firm (provide completed W9 Form):
   - ☐ Sole Proprietor
   - ☐ Partnership
   - ☐ Corporation
   - Other ____________________________
   If corporation, indicate State where incorporated: _________________________________

7. Business License number issued by the city where the Offeror's principal place of business is located.
   - Number: __________________________ Issuing City: ______________________________

8. Offeror's Federal Tax Identification Number: ______________________________________

9. Offeror's California DIR Registration Number: ____________________________________

10. Contractor License Number: ______________ Type: __________________________ City________________________

11. Emergency Contact Number: ___________________________________________________

12. Offeror’s Contact Office Telephone Number: ______________________________________

13. Offeror’s Contact Mobile Telephone Number: ______________________________________

14. Offeror's Account Representative e-mail address: ________________________________
B. WORKERS’ COMPENSATION CERTIFICATE

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

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

__________________________________________  ______________________________
Signature                                           Company Name

__________________________________________
Printed Name

__________________________________________
Title                                             Date
NON-COLLUSION AFFIDAVIT

State of California                      )
                                           ) ss.
County of                                     )
                                           )

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

______________________________________     _________________________________________
Signature          Company Name

______________________________________     _________________________________________
Printed Name          Business License Number

______________________________________     _________________________________________
Title       Date

(Balance of Page intentionally left blank.)
C. EXCEPTIONS FORM

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

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<thead>
<tr>
<th>Page Number:</th>
<th>Section Title:</th>
<th>Paragraph Number:</th>
<th>Exception Taken:</th>
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</table>
D. REFERENCES

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

Company: ___________________________ Contact: ___________________________
Address: ___________________________ City: ___________ State: ____ Zip: _____
Phone: ________________ Fax: ________________ Email: ______________________
Brief Description: ________________________________________________________

Company: ___________________________ Contact: ___________________________
Address: ___________________________ City: ___________ State: ____ Zip: _____
Phone: ________________ Fax: ________________ Email: ______________________
Brief Description: ________________________________________________________

Company: ___________________________ Contact: ___________________________
Address: ___________________________ City: ___________ State: ____ Zip: _____
Phone: ________________ Fax: ________________ Email: ______________________
Brief Description: ________________________________________________________

Company: ___________________________ Contact: ___________________________
Address: ___________________________ City: ___________ State: ____ Zip: _____
Phone: ________________ Fax: ________________ Email: ______________________
Brief Description: ________________________________________________________

Company: ___________________________ Contact: ___________________________
Address: ___________________________ City: ___________ State: ____ Zip: _____
Phone: ________________ Fax: ________________ Email: ______________________
Brief Description: ________________________________________________________

Company: ___________________________ Contact: ___________________________
Address: ___________________________ City: ___________ State: ____ Zip: _____
Phone: ________________ Fax: ________________ Email: ______________________
Brief Description: ________________________________________________________
Typical Contract Provisions: Among its other requirements, the Agency’s Typical Contract for the performance of facility construction or maintenance work of the nature and scope within this “Request for Proposal” contains provisions pertaining to: “Insurance types (General Liability, Automobile, Worker’s Compensation, & Employers Liability) and minimum amounts, deductibles, verification, and various other insurance provisions.”

Additionally, and notwithstanding its other unnamed provisions, the Typical Contract also contains provisions pertaining to “Legal Relations & Responsibilities (CA Labor Code Sections 1810 to 1817, Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker’s Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages.”

All Contractors intending to submit proposals to perform the work described under this Request for Proposal specification shall fully inform themselves of the provisions of the Agency’s Typical Contract for the performance of such construction and maintenance services work before making their proposals; so that there will be no delays in executing an awarded contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Contracts and Facilities Services, 909-993-1709.
CONTRACT NUMBER: 10XX-00
FOR
SUPPLY OF ______

This CONTRACT (Contract), is made and entered into this ____ day of _________, 2019, by and between the Chino Basin Desalter Authority, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as Agency), and ______________________, of __________, Ca (hereinafter referred to as Supplier), for supply and delivery of _________.

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

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

   CDA Representative: Jose Garcia  
   Chino Basin Desalter Authority  
   Location: 2151 South Haven Avenue, Suite 202  
   Ontario, CA 91761  
   Telephone: (909) 218-3732  
   Fax: (909) 218-3777  
   Email: jgarcia@chinodesalter.org

B. **SUPPLIER ASSIGNMENT**: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

   Supplier Representative:  
   Address:  
   Telephone:  
   Facsimile:  
   E-mail:  

C. **ORDER OF PRECEDENCE**: The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:
1. Amendment(s) to Contract No. 100x-00.
2. Contract No. 100x-00 General Terms and Conditions.
3. Agency Request for Proposal No. RFP-JG-xx-xxx

D. **SCOPE OF WORK:** Supplier product, services, and responsibilities shall include and be in accordance with the following:

**PRODUCT REQUIREMENTS:** Supplier shall supply and deliver, via “bulk” truck loads, _________ __% solution. All _________ supplied under this contract shall be in accordance with industry standards, and must meet the ANSI/NSF 60, and shall comply with all applicable Federal, State, and local rules and regulations in effect at the time of delivery.

**ESTIMATED QUANTITIES:** It is anticipated that the combined annual usage of __% _________ needed in conjunction with this contract will be approximately _________ pounds. However, the Chino Basin Desalter Authority (CDA) will be placing delivery orders on an “as needed” basis and will not be obligated to purchase any specific quantities. Thus, the CDA reserves the right to purchase either more or less product at the firm-fixed unit price quoted.

**SHIPPING INSTRUCTIONS:** Shipments shall be made, via “bulk truck load”, within three calendar days from receipt of either a verbal or written shipping order from CDA personnel. Orders will be placed on an “as needed” basis to suit the CDA’s requirements throughout the contract period. Deliveries shall be made Monday through Friday, between the hours of 7:00 a.m. and 2:00 p.m.

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

**DELIVERY LOCATIONS:** __% _________ shall be delivered in bulk to the following locations:

<table>
<thead>
<tr>
<th>DELIVERY LOCATION</th>
<th>ESTIMATED ANNUAL DELIVERY USAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chino I Desalter Facility</td>
<td>000,000 pounds</td>
</tr>
<tr>
<td>6905 Kimball Avenue</td>
<td></td>
</tr>
<tr>
<td>Chino, CA 91708</td>
<td></td>
</tr>
<tr>
<td>Chino II Desalter Facility</td>
<td>000,000 pounds</td>
</tr>
<tr>
<td>11251 Harrel Street</td>
<td></td>
</tr>
<tr>
<td>Jurupa Valley, CA 91752-1442</td>
<td></td>
</tr>
</tbody>
</table>
In addition, the CDA reserves the right to include any additional delivery locations located within its service area as may be required in the future. Any added location shall receive the same product, service, pricing, etc. as required in the Contract.

LOADING AND UNLOADING: Upon arrival, the delivery person will report to the Operations Building receptionist; upon notification a CDA operator will observe and approve all loading and unloading of shipments. The Supplier shall allow a reasonable period of time, up to 15 minutes, between notification of clerk and approval by CDA operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA and AWWA Standards. The Supplier's unloading crew must possess and wear appropriate personal protection equipment (PPE), compliant with OSHA regulations, throughout each unloading process. Loading and unloading of all shipments SHALL not commence without a CDA Operator present. The Supplier's delivery equipment must be fully compatible with CDA facilities and equipment. Deliveries shall be executed without any spillage of material. Any spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to CDA property caused by a spill shall be corrected by the Supplier immediately and solely at the suppliers cost.

SAFETY DATA SHEETS: The Supplier shall provide two copies of the Safety Data Sheet (SDS) applicable to the delivered product to the CDA's Contract Administrator upon execution of this contract, as well as whenever the delivered product and/or its SDS is revised or updated.

PRODUCT HANDLING TRAINING: The Supplier may be requested to provide training (no more than one hour in duration) covering the safe and proper handling procedure of their product. This training may be provided at the CDA Desalter I and/or Desalter II facility once per calendar year if requested by CDA operations personnel. Said training sessions shall be provided by the Supplier at no additional cost to the CDA.

E. TERM OF CONTRACT / OPTIONS: The initial term of this Contract shall run from March 1, 2019 through February 28, 2021 or as mutually agreed to between the Supplier and Agency in any written extension to said Contract. Additionally, upon both Parties reaching mutual agreement as to a revised unit price, this Contract may be extended in twelve month increments, for an additional period not-to-exceed 36 months; resulting in a total Contract term of five years. In the event the Agency desires to exercise any Contract extension options provided for in this Section, the Agency shall provide written notice of its desire to do so to the Supplier prior to the expiration of the original Contract term, or any extension thereof.
F. **PRICE ADJUSTMENTS:** In the event the CDA exercises any of the Contract extensions provided for in Section E above, pricing covering said extension(s) shall be subject to negotiation and mutual agreement between the CDA and Supplier. If mutual agreement as to the annual option price adjustment cannot be reached within 30 days from the date of the CDA’s written advance notification to exercise option, then the Option clause becomes void and the contract shall expire per its previously-established expiration date.

G. **PAYMENT, INVOICING AND COMPENSATION:** The Agency shall pay Supplier’s properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any product which does not meet the requirements of this Contract or has proven unacceptable until such product is replaced and accepted by the Project Manager.

Subsequent to each delivery made against this contract, the supplier shall submit its invoice via e-mail to: finance@chinodesalter.org.

As compensation for product provided under this Contract, the Agency shall pay the Supplier in accordance with the following price schedule (fixed pricing from March 1, 2019 to February 28, 2021; subject to mutual annual negotiations thereafter):

```
SUPPLY OF XX%__________

PRODUCT PRICE/POUND (delivered) $ _______/pound
SALES TAX (currently 7.75%)/POUND $ _______/pound
DELIVERY CHARGE/POUND (Included in Price)
TOTAL NET PRICE/POUND (delivered) $ _______/pound
```

H. **FITNESS FOR DUTY:**

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
   a. shall report for work in a manner fit to do their job;
   b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the work is not affected thereby); and
   c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
2. **Compliance**: Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on Agency property and shall immediately remove from Agency property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The Agency may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

I. **REQUIRED INSURANCE**: During the term of this Contract, the Supplier shall maintain at the Supplier's sole expense, the following insurance.

1. **Minimum Scope of Insurance**: Coverage shall be at least as broad as:

   a. **Commercial General Liability ("CGL")**: Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

   If the Supplier utilizes a claims made policy they agree to maintain said policy or a tail on said policy, at the same limits of coverage as required pursuant to this document, for a period of three years after the expiration of, or any extensions to the Contract.

   b. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

   c. **Workers' Compensation and Employers Liability**: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

2. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. **Commercial General Liability and Automobile Liability Coverage**

1. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or by either CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

2. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

4. The Contractor'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.

5. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

B. **Workers' Compensation and Employers Liability Coverage**

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.
C. All Coverages

Each insurance policy required by this Contract shall be endorsed to 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 by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

4. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.

5. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

6. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Chino Basin Desalter Authority
ATTN: Contracts and Procurement Department
2151 South Haven Ave, Suite 202
Ontario, California 91761

J. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.

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

3. **Subcontract Services:** Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Contract Administrator.

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

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

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

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

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

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

1. The Demand for Arbitration shall include a list of five names of persons acceptable to the Counsel to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Counsel are acceptable and, if so, such person will be designated as Arbitrator.

2. In the event that none of the names submitted by Counsel are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Counsel a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Counsel shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

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

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

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

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

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

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

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

Agency: Chino Basin Desalter Authority
ATTN: Contracts and Procurement Department
2151 South Haven Ave, Suite 202
Ontario, California 91761

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

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

O. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.

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

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

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

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

T. **FOB POINT:** The FOB point for all product delivered against this contract shall be destination.
U. **EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES**: The prices, terms and conditions of this Contract may be extended to CDA-member agencies (e.g. Jurupa Community Services District, the City of Ontario, City of Chino, City of Chino Hills, City of Norco, Santa Ana River Water Company, Western Municipal Water District, Inland Empire Utilities Agency) at the mutual agreement of both the CDA and the Supplier. All details concerning specifications, purchase order terms, invoices, payments, etc. from other Agencies will be handled directly by and between the “other Agency” and the Supplier. CDA does not warrant any additional use of the Contract by such Agencies.

V. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by the Agency.

(Remainder of Page Intentionally Left Blank)
AS WITNESS HEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN DESALTER AUTHORITY: xxxx:

Thomas O’Neill  
Interim General Manager

(name)  
Bid Specialist

Date  
Date