CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Micheal Dozier, Wastewater Management Division Director MD

Via: LeRoy Alvarado Wastewater Management Division Operations Supervisor LA

Subject: Amend #2 Thatcher Company, Inc. Chemical supply T chlorite 12%

Vendor Name: : Thatcher Company, Inc.

Munis Vendor Number: 2957

ITEM AND ISSUE:

Wastewater Management Division Wastewater Treatment Plant respectfully requests your review and approval of a co-op purchase amendment 2 in the total amount of $62,890.08 including tax for supplying T chlorite 12% for a term of 4 years with Thatcher Company, Inc.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203937

BACKGROUND AND SUMMARY:

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) Docket CWA-06-2024-1745 issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. Sections 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations which require compliance with applicable federal regulations.
Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA. NMED has served the City of Santa Fe an Administrative Compliance Order (ACO) as well.

To facilitate the most efficient response to these regulators' consistent quantities of Sodium Hypo Chlorite 12% is required to assist with the reduction of unwanted bacteria and to promote settling in the wastewater treatment process. This bacteria keeps solids from settling in the wastewater treatment process. Without the proper settling, solids carry over and overload the tertiary process increasing the potential for e-coli violations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Cash fund/500

Munis Org Name/Number: Wastewater Treatment Plant/ 5000367

Munis Object Name/Number: Operating Supplies / 530200

Budget Officer / Designee: Andy Hopkins **Date:** 05/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

This contract is originally a PUD Water Co-op that Wastewater wants to piggy back off of. Original Contract #3203937 expiration date 04/19/2033, City of Tuson Contract #212528-01 expires on 09/30/2025

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato JoAnn Lovato (May 5, 2025 14:36 MDT) **Date:** 05/05/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Thatcher Agreement packet
Vendor's Quote
Certificate of Liability Insurance (COI)
Original contract packet
Amend 1
Amend 2
Bar6

Item#_____
Munis Contract#_3203937____
Original Contract Item_#23-0157_____
Coop #: CRWTRP #212528_____

CITY OF SANTA FE
AMENDMENT No. 2 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0157

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated April 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Thatcher Company of Arizona, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with drinking water treatment chemicals.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Contract is amended to add services for the Wastewater Division, so that Article 2 reads as follows and a new Exhibit B is added:

The Contractor shall provide Drinking Water Treatment Chemicals as listed and described in Exhibit "A" attached hereto. The Contractor shall also provide the Wastewater Treatment Plant with Water Treatment Chemicals as listed and described in Exhibit "B", attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $62,890.08 so that Article 3, paragraph A reads in its entirety as follows:

A. The Total amount payable to the Contractor under this Agreement, including New Mexico Gross receipts tax, up to and not to exceed $4,641,890.08 for the term of this Agreement.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

CONTRACTOR:
Thatcher Company of Arizona, Inc.

Michael Mitchell
Michael Mitchell (Apr 27, 2025 12:12 MDT)
Mike Mitchell

_____
President

DATE: 04/27/2025
CRS#_03036339000

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner
Kyle Hibner (Apr 28, 2025 08:03 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

THATCHER COMPANY, INC.
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone (801) 972-4587
Fax (801) 972-4606

4/2/25

City Of Santa Fe Wastewater

Dear Santa Fe Team:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

Account Manager: Robert Dubel
Email: Robert.dubel@tchem.com
Office: 623-691-6499
Mobile: 480-248-4748

Product Description	Product Code	Packaging	Min. Qty.	Price
T Chlor 12.5% Bulk (Bulk Truck to tote fill on site)	2434000	G Bulk	4400/G	$03.7684/G Omnia Price
Freight			1260 miles RT 1260x 3.4= $4,384/4400= .996/G	Freight at $00.996/G
			Total Product And Delivery	$04.7644/G x 4400= Total $20,963.36
		$60,000.00 Minimum Budget =		3 deliveries x $20,963.36 = $62,890.08 Total

Price Expires 6/15/25

Payment Terms: Net 30 days from date of shipment

Freight Terms: All products are priced FOB Delivery Point

The prices listed on this quotation are subject to change without notice.
Please confirm your prices when placing your order.

Contract #212528

Water Treatment Chemicals (Polymers and Misc.)

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3. City's Request for Intent to Negotiate
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5. RFP #212528

1. Thatcher Company of Arizona, Inc.
Offer and Acceptance

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City | UT | 84127-0407
City | State | Zip

Signature of Person Authorized to Sign

Craig N. Thatcher
Printed Name

President
Title

For clarification of this offer, contact:

Name: Robert Dubel

Title: Account Manager

Phone: (480) 248-4748 mobile

Fax: (623) 691-6502

E-mail: robert.dubel@tchem.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 212528.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 2nd day of September 2020

As Tucson City Attorney and not personally

Awarded:

This 28th day of September 2020

Nathan Daou

As Director of Business Services and not personally

2. Thatcher Company of Arizona, Inc. Response to Intent to Negotiate

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

August 17, 2020 Sent this day via email: Robert.Dubel@tchem.com

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

RE: City of Tucson, RFP #212528, Water Treatment Chemicals (Polymers and Misc.) – Intent to Negotiate

Dear Mr. Dubel:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
   a. Special Terms and Conditions, Paragraph 3. Insurance, deletion of Professional Liability coverages.

   The final contract will show this removed.

2. The City requests a revised response to the pricing. Please complete the attached Revised Price Page. Thatcher Company of Arizona, Inc. maintained the previous pricing submitted, but is willing to negotiate future pricing based on the line items awarded. This is a result of the cost to serve; Thatcher Company of Arizona, Inc. is willing to pass on all savings to the City of Tucson as a result of our reduction in the cost to serve. These savings can be realized by full truckload orders, combining multiple line items in one order, lead-times, expanded delivery hours, and accurate forecasting.

3. The City requests additional clarification on the National Freight Charge per Mile -pricing of $3.00 for all categories mentioned in your proposal. In addition, please clarify if this is rail miles or highway miles. Our average truck operational cost is $3.00 per highway mile. This is an estimate for opportunity analysis outside the City of Tucson. In each instance we will analyze the least expensive method for delivery and incorporate the cost into our proposal. In most cases the final quote for opportunities outside the City of Tucson will be the product price plus a transportation fee less than or equal to $3.00 per highway mile. Our total minimum delivery cost is $150 for packaged goods and $450 for bulk shipments.

4. The City requests additional clarification and more detail surrounding the 90-day strategy to market the Master Agreement indicated in the RFP.
   - Announcement to our sales force the continuation of the Omnia cooperative contract.
   - Sales force training of new products added to the contract.
   - Ensure the retention of current accounts purchasing through the Omnia contract that was sponsored by the City of Las Vegas.
   - Partner with Omnia on press release and potential trade publications announcing the new contract.
   - Each Thatcher account manager will contact and set up a strategy session with their Omnia counterpart.
   - Thatcher will review the Omnia cooperative contract with public agencies prior to their submission of RFQ's to avoid competitive bids. In most cases Thatcher account managers will not be compensated for public agency opportunities unless the Omnia contract is utilized. This will incent the usage of the Omnia contract.
   - Thatcher will modify our website per suggestions listed 3.3 viii
   - Thatcher will partner with Omnia marketing to update co-branded marketing materials.
   - Ron Henricksen VP Sales will monitor national opportunities for the Omnia contract.

4.

5. The City requests signatures to the FEMA Special Conditions (pages 10 and 12 of the attached) or written documentation for why these pages cannot be signed.

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BUSINESS
SERVICES
DEPARTMENT

Please submit a written response to my attention via e-mail to Tracy.Garcia@tucsonaz.gov on or before Friday, August 21, 2020 at 2:00 PM. Please contact me via e-mail or at (520) 837-4114 with questions regarding the items above.

Sincerely,

Tracy Garcia
Senior Contract Officer

Cc: Jessica Goforth, Omnia Partners jessica.goforth@omniapartners.com
Fred Flores, Omnia Partners, fred.flores@omniapartners.com

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES – PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

THATCHER COMPANY OF ARIZONA, INC.
6321 SOUTH RAINBOW ROAD, BUCKEYE, AZ 85326

Phone (623) 691-6499
Fax (623) 691-6502

July 22, 2020

City of Tucson Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Attention: Tracy Garcia, Senior Contract Officer

Re: Request for Proposal No. 212528

Dear M. Garcia,

With regard to the insurance provisions for the subject Request for Proposal, specifically provisions under Special Terms and Conditions, Paragraph 3. Insurance, Subparagraph C. regarding minimum insurance limits, Part IV. Professional Liability, we respectfully request exception from the requirement for Professional Liability coverage.

Our proposal is for delivery of chemical products, not professional services. Hence, the requirement for Professional Liability coverage is not applicable.

Your consideration and acceptance of this exception to your requirements would be appreciated.

Cordially,

Craig N. Thatcher
President

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: Thatcher Company of Arizona, Inc.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry lbs. (44,000 "as is" lbs.)	500,000	Dry lbs	$ 0.1639	$ 0.0389	$ 0.2028	$ 3.00
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs.	25,000	Dry lbs	$ 0.1186	$ 0.0814	$ 0.20	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 dry lbs. (45,000 "as is" lbs.)	900,000	Dry lbs	$ 0.2955	$ 0.2225	$ 0.518	$ 3.00
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 gal	2,000,000	Gal	$ 0.87	$ 0.53	$ 1.40	$ 3.00
5.	Sodium Hydroxide Minimum Shipping Quantity 44,000 lb.s	85,000	Wet lbs	$ 0.1575	$ 0.0245	$ 0.182	$ 3.00
6.	Ammonia, Anhydrous Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2874	$ 0.0926	$ 0.38	$ 3.00
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	10,000	Dry lbs	$ 0.6705	$ 0.4874	$ 1.1579	$ 3.00
8.	Chlorine Minimum Shipping Quantity 44,000 lbs.	10,000	lb. ~~Gal~~	$ 0.279	$ 0.051	$ 0.33	$ 3.00
9.	Copper Sulfate Minimum Shipping Quantity 42,000 lbs.	10,000	Dry lbs	$ 1.623	$ 0.072	$ 1.695	$ 3.00
10.	Ferric Sulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs 10% Iron "as is" lbs.	$ 0.1948	$ 0.185	$ 0.38	$ 3.00
			Dry lbs 12% Iron Minimum: 44,000 "as is" lbs.	$ 0.1957	$ 0.1543	$ 0.35	$ 3.00
			Dry lbs 13% Iron Minimum: 44,000 "as is" lbs.	$ 0.1883	$ 0.1425	$ 0.3308	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ No Bid	$ No Bid	$ No Bid	$ No Bid
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
13.	Hydorfluosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
15.	Lime Hydrated Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.151	$ 0.069	$ 0.22	$ 3.00
16.	Pebble Quicklime Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
19.	Polyphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.3274	$ 0.0926	$ 0.42	$ 3.00
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 lbs.	10,000	Dry lbs	$ 2.0009	$ 0.0991	$ 2.10	$ 3.00
21.	Powder Activated Carbon Minimum Shipping Quantity 40,000 lbs.	10,000	Dry lbs	$ 0.46	$ 0.09	$ 0.55	$ 3.00
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 1.0454	$ 0.0246	$ 1.07	$ 3.00
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.318	$ 0.112	$ 0.43	$ 3.00
24.	Sulfuric Acid Minimum Shipping Quantity 40,920 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 0.0918	$ 0.0265	$ 0.1183	$ 3.00
25.	Zinc Orthophosphat Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.466	$ 0.06	$ 1.526	$ 3.00
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs.	31,700	Wet Lbs.	$ 0.4074	$ 0.0926	$ 0.50	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ No Bid	$ No Bid	$ No Bid	$ No Bid

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: 0 Percent / NET30 Days

DELIVERY TIME: Delivery times will vary by product and location and are negotiable on a product by product basis.

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

THATCHER COMPANY OF ARIZONA, INC.
P.O. Box 27407, Salt Lake City, UT 84127-0407

Phone (623) 691-6499
Fax (623) 691-6502

Price Change Process

Thatcher Company of Arizona, Inc. (herein referred to as "Thatcher") has responded to all the products listed in the RFP except for liquid oxygen. The array of RFP products is a combination of chemicals Thatcher manufactures and chemicals purchased from other direct manufacturers. A 3rd party indicator does not exist that will appropriately monitor cost increases or decreases in the general chemical market without providing risk to Thatcher or City of Tucson/OMNIA. This applies to individual chemicals as well.

Our goal at Thatcher is to partner with organizations who desire the success of both entities. When our costs decrease, we want to extend the savings to our customers. When our costs increase, we do not want to risk providing chemicals at a financial loss. To accomplish this goal, we propose the following:

- Prices quoted for this RFP are firm for the first 6 months of the contract.
- After each 6-month period:
  - Prices will decrease, increase, or remain unchanged based upon the actual cost change. Most of the chemicals in the RFP typically experience minor fluctuations in price.
  - Documentation will be provided for price changes where it exists (supplier letters etc.)
  - Prices will be reviewed each 6 months throughout the duration of the contract extensions (if exercised).

We look forward to a mutually beneficial relationship with the City of Tucson and OMNIA. The process outlined will ensure Thatcher can pass along actual price savings to the contract entities and protect Thatcher from unprofitable transactions.

Thatcher looks forward to further discussion to answer your questions and develop a mutually beneficial price change process.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Methanol Minimum Shipping Quantity_____	7000	Gal	$ 1.11	$ .48	$ 1.59	$ 3.00
2.	Mississippi Lime Minimum Shipping Quantity_____	48,000	Lbs	$ .115	$ .1550	$ .27	$ 3.00
3.	T-Floc 1417 Minimum Shipping Quantity_____	32,900	Lbs	$ .4267	$ .0253	$ .4520	$ 3.00
4.	Calcium Hypochlorite 3" Tabs Minimum Shipping Quantity_____	48,000	Dry lbs	$ 1.936	$ .1740	$ 2.11	$ 3.00
5.	Anhydrous Ammonia Refrig -Grade Minimum Shipping Quantity_____	17.5	Tons	$ .275	$ .1250	$ .40	$ 3.00

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the

President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **THATCHER COMPANY OF ARIZONA, INC.**

Address, City, State, and Zip Code: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (623) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address: craig.thatcher@tchem.com

Signature of Authorized Representative: _____ Date: July 28, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

   (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thatcher Company of Arizona, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Craig N. Thatcher

Signature of Contractor's Authorized Official

Craig N. Thatcher, President

Name and Title of Contractor's Authorized Official

July 28, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Thatcher Company of Arizona, Inc.

Address, City, State, and Zip Code:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (480) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address:
craig.thatcher@tchem.com

Signature of Authorized Representative:

Date: July 28, 2020

3. City’s Request for Intent to Negotiate

CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

August 17, 2020 Sent this day via email: Robert.Dubel@tchem.com

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

RE: City of Tucson, RFP #212528, Water Treatment Chemicals (Polymers and Misc.) – Intent to Negotiate

Dear Mr. Dubel:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
   a. Special Terms and Conditions, Paragraph 3. Insurance, deletion of Professional Liability coverages.

   The final contract will show this removed.

2. The City requests a revised response to the pricing. Please complete the attached Revised Price Page.

3. The City requests additional clarification on the National Freight Charge per Mile pricing of $3.00 for all categories mentioned in your proposal. In addition, please clarify if this is rail miles or highway miles.

4. The City requests additional clarification and more detail surrounding the 90-day strategy to market the Master Agreement indicated in the RFP.

5. The City requests signatures to the FEMA Special Conditions (pages 10 and 12 of the attached) or written documentation for why these pages cannot be signed.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City and Omnia Partners. In the event that the City and Omnia Partners are not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Tracy.Garcia@tucsonaz.gov on or before Friday, August 21, 2020 at 2:00 PM. Please contact me via e-mail or at (520) 837-4114 with questions regarding the items above.

Sincerely,

BUSINESS SERVICES DEPARTMENT

Tracy Garcia
Senior Contract Officer

Cc: Jessica Goforth, Omnia Partners jessica.goforth@omniapartners.com
Fred Flores, Omnia Partners, fred.flores@omniapartners.com

4. Thatcher Company of Arizona, Inc.
Response to RFP #212528

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**212528**
PROPOSAL DUE DATE:	**AUGUST 3, 2020, AT 2:00 P.M. LOCAL AZ TIME**
MATERIAL OR SERVICE:	**WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)**
PRE-PROPOSAL CONFERENCE DATE:	**JULY 17, 2020**
TIME:	**10:30 a.m.**
LOCATION:	**https://teams.microsoft.com/l/meetup-join/RFP212528_Water_Treatment_Chemicals_pre-proposal_conference** +1 213-293-2303 United States, Los Angeles (Toll) Conference ID: 258 273 029#
CONTRACT OFFICER:	**TRACY GARCIA**
TELEPHONE NUMBER:	**(520) 837-4114** **Tracy.Garcia@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

TLG

PUBLISH DATE: JULY 1, 2020

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).**

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified supplies and materials.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SCOPE OF WORK

1. WATER TREATMENT CHEMICALS

A. GENERAL REQUIREMENTS

These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City.

Contractor(s) warrant that chemicals provided as a result of this RFP:

i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
ii. Conform to the general chemical specifications contained herein;
iii. Are suitable for wastewater treatment;
iv. Are free from adulterants or impurities of any kind; and
v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications.

Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

B. DELIVERY

a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be:

i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide
ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite
iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets

b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
ii. National Sanitation Foundation certification for the quoted chemical.
iii. Chemical certificate of analysis for all chemicals.

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c) Appearance	Dark Liquid
(d) Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H2SiF6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City’s or Participating Public Agency’s storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of “dry alum”. For the purposes of these Specifications, “dry alum” is $Al_2 (SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	**Maximum Concentration in mg/kg**	**Maximum Reporting Detection Limit in mg/kg**
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The

Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. specific gravity, at 20 °C
   D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
   E. aluminum concentration, in % Al, by weight,
   F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
   G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
   H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public

Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a

management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

   A. Date of delivery
   B. The weight of product (solution) delivered in pounds
   C. The weight of percentage of $NaHSO_3$ in the solution delivered
   D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
   E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity

D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
E. Sodium sulfate, in % Na_2SO_4, by weight
F. Insoluble matter, in %, by weight
G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.
5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

    A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
    B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
    C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

   1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   2. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

   3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

   1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

   2. The Liquid Sodium Hypochlorite shall be clear.

   3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L,	150 g/L

Parameter	Minimum
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1

total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2
Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg

perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City's or Participating Public Agency's storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s) shall not use the City's or Participating Public Agency's equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public

Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.) Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. DELIVERY

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed

to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
   1. Change density not pH sensitive. Supplied in liquid form
   2. Reduces or eliminates the need for inorganic flocculent chemicals
   3. Forms an easily dewatered sludge
   4. Specific gravity equal or near to water (s.g.=1.00)
   5. Water soluble
   6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
   7. Ability to be fed full strength, or diluted in-line to the point of application
   8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
   9. Free from monomers
   10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete product and service offering/balance of line items

will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
   For purposes of this solicitation and subsequent contract, the following definitions shall apply:
   City: The City of Tucson, Arizona
   Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
   Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
   Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
   Director of Business Services: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
   May: Indicates something that is not mandatory but permissible.
   Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
   Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
   Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
   D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. **The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
    A. The submission of the offer did not involve collusion or other anti-competitive practices.
    B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
    C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
    D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

    Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by logging into the City's online bidding system and withdrawing the proposal they submitted. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

20. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on "Vendors" and then by clicking on "Vendor Registration." Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

23. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

24. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    (1) waive any immaterial defect or informality; or
    (2) reject any or all proposals, or portions thereof; or
    (3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Business Services Department t not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach & Capacity

B. Qualifications & Experience

C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach & Capacity

1. Provide a response to the national program.

   1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

   1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

   2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

   2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers.

3. Product and Service

   3.1. Indicate the products and services being offered as a response to this solicitation.

   3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

   3.3. Describe other products and/or services you offer that would be applicable to this contract.

   3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

   3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

4. Orders, Invoices, and Delivery

   4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).

   4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?

4.3.2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

B. Qualifications & Experience

1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation.

2. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

5. Please submit any additional information that I is applicable to your qualifications and experience.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary.

1.1. Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Successful Offeror(s) may conduct sales promotions involving price reductions for a specified lesser period. Successful Offeror(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

1.2. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Successful Offeror(s) is/are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

2. Pricing

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

2.1. If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1. Complete the Price Page.

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.1.4. Provide any additional details related to Price as needed.

2.2. If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.2.1. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.

2.2.2. Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.

2.2.3. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.2.4. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.2.5. Provide any additional detailed related to Price as needed.

2.3. If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).

2.3.2. Describe how products and services being offered will be priced.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

_____Yes _____No If yes, state proposed percentage: _____%

5. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

CITY OF TUCSON

Method of Approach & Capacity

1. Provide a response to the national program.

1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. See response in Omnia section.

1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement. Thatcher will sign and provide edits (if any).

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States

Thatcher Company, Inc. has 11 rail-served facilities located across the US; this facilitates low-cost freight for raw materials and distributed products for our customers.

Location	Rail Line Access	# of Rail Spots	# Trucks	Trailers
Salt Lake City	Utah Railway	60	32	130
Henderson, NV	UP	12	6	18
Sparks, NV	UP	7	3	10
Vernal, UT	None	0	5	3
Buckeye, AZ	UP	7	2	8
Farmington, NM	None	0	2	2
Missoula, MT	Montana Rail Link	4	0	0
Glendive, MT	BNSF	20	8	27
Sacramento, CA	BNSF	20	5	12
Stockton, CA	UP	14	7	39
Williamson, NY	OMID	12	6	10
Deland, FL	CSX	7	3	3
Palmetto, FL	CSX	7	1	1
Riverton, WY	None	0	2	2
Twin Falls ID	None	0	2	2

2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers. See 3.1

3. Product and Service

3.1. Indicate the products and services being offered as a response to this solicitation.
Thatcher Company, Inc. has a full line of manufactured and distributed water treatment products to solve all of your water treatment requirements. This includes water clarification, filtration, contaminant removal to minimize THMs/HAAs, disinfection, oxidation of non-desired inorganics, chlorine destruction, corrosion and sequestering. In addition, Thatcher Company, Inc. produces and distributes numerous wastewater technologies that address most of the typical wastewater needs to include TSS reduction, phosphate removal, metals removal, oxidation, BOD/COD reduction and other critical applications. Thatcher Company, Inc. also maintains technical service to support the mechanical, operational and chemical feed and control of all water chemistries in order to optimize your cost to treat.

3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.
Thatcher Company, Inc. produces and distributes all products below to meet UL/NSF ANSI 60 with multiple back-up production locations to support Tucson.

- Aluminum Sulfate-Largest alum producer in Arizona
- Soda Ash-Distribute over 25,000 tons annually in bulk and package
- Sodium Bisulfite-Producer of 25% and 40% sodium bisulfite
- Sodium Hypochlorite-producer of low alkaline hypochlorite
- Sodium Hydroxide-distributor to sodium hydroxide for pH control
- Anhydrous Ammonia-Packaging capability of anhydrous ammonia for chloramine formation
- Ammonium Hydroxide-Producer of ammonium hydroxide
- Chlorine-Largest packager of chlorine in the West
- Copper Sulfate-Distributor of copper sulfate with local warehouse capability
- Ferric Sulfate-Producer of ferric sulfate at 3 manufacturing facilities
- Fluorosilicic Acid-Distributor with railcar economics and supply chain
- Hydorfluosilicic Acid- Distributor with railcar economics and supply chain
- Polyaluminum Chloride-Regional producer of all aluminum coagulants
- Polyaluminum Hydroxychlorosulfate-Regional producer
- Polyphosphate-Producer of potable corrosion inhibitors and sequestering aids
- Potassium Permanganate-Distributor with local warehouse capability
- Powdered Activated Carbon-Distributor with dedicated support from manufacturer
- Sodium Hexametaphosphate-Producer of SHMP for drinking water applications
- Sulfur Dioxide-Regional packager of SO2
- Sulfuric Acid-Distributor with railcar economics and supply chain
- Zinc Orthophosphate- Producer for drinking water applications
- Citric Acid-Distributor
- Methanol-Largest distributor of methanol on the West Coast to municipalities

3.3. Describe other products and/or services you offer that would be applicable to this contract
In addition to the chemicals outlined in the RFP, Thatcher Company, Inc. supports municipalities with a carbon source such as methanol or glycerin to enhance denitrification in your waste treatment process.

3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.
Thatcher Company, Inc. provides the following training opportunities for customers as required:

- Product Hazard Identification, SDS and basic safety requirements for safe handling of chemicals
- Chlorine safety, A/B Kit installation, emergency preparedness and regional HAZARD response team
- Basic water and wastewater chemistry overview to properly utilize chemicals
- Basic water treatment concepts for drinking water and wastewater
- Product optimization to minimize cost to treat

3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

- Chemistry selection starts with the end state desired to meet regulatory requirements. As regulations, water quality and demand often change, product selection may need to change as well.

- Water treatment is a combination of mechanical, operational and chemical variables in order to meet compliance; it is never just the chemistry. Understanding these mechanical and operational impacts on performance is critical.
- As there are likely several chemistries that can meet regulatory requirements, we then look for technologies, equipment, feed points and other chemistries that might lower the cost to treat.
- Further government regulations often require a competitive RFP, so this information is provided to Engineering to allow for competitive proposals.

4. Orders, Invoices, and Delivery

4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).
We accept and process orders in the format desired by our customers including telephone, fax, internet etc. Our customer service verifies and tracks each order. Order history and customized reporting is available based upon customer request. No capacity issues.

4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
We invoice in the manner requested by our customers. Electronic, summary, hard copy – customer choice.

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?
See 2.1. Thatcher Company, Inc. also employs common carrier delivery options where it provides an advantageous cost/performance value proposition.

4.3.2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
- Customer ordering wrong product-we ask customer to pay for freight for the failed delivery.
- Thatcher Company, Inc. shipping defective or wrong product-Thatcher responsible for curing the situation and shipping product in specification at no additional cost to customer.
- Thatcher Company, Inc. is a privately owned company and focused on customer satisfaction; we do not have investors managing practices that are not in the best interest of the customer.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
Thatcher Company, Inc. will submit to the City of Tucson the same reporting document we have submitted to Omnia/NIPA for over 10 years (see Omnia exhibit E). If the City of Tucson would like reporting in a different format or contain other specific information we will provide as requested.

B. Qualifications & Experience
1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation
Thatcher Company, Inc. produces and sells over $150M in water treatment chemistries throughout the US. Eleven locations maintain UL/NSF/ANSI 60 certification and one facility is Pharmaceutical/GMP/FDA certified for pharmaceutical products.

2. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

City of Chandler, Purchasing

Mike Mandt

Mail Stop 901, PO Box 4008

Chandler, AZ 85244-4008

Phone 480.782.2406

Fax 480.782.2410

michael.mandt@chandleraz.gov

City of Scottsdale, Plant Manager

Jason Petra

John Horta

16800 N. Greenway Hayden Loop

Scottsdale, Arizona 85255

480-312-8735 Office

480-341-5007 Cell

JPetra@scottsdaleaz.gov

JHorta@Scottsdaleaz.gov

City of Tempe Public Works

Bryan Cassens

Plant Operations Manager

Public Works/Water Utilities/Plant Operations

480.350.2853 (Office)
480.797.7752 (Cell)
bryan_cassens@tempe.gov

Town of Gilbert, AZ

Paula Nitti

Contract Analyst II

50 East Civic Center Drive | Gilbert, AZ 85296

Work: 480-503-6769
Email: Paula.Nitti@gilbertaz.gov

City of Mesa, AZ

Cheryl Noll | Purchasing

Procurement Specialist

City of Mesa | PO Box 1466, Mesa, AZ 85211-1466

480-644-2179 | Cheryl.Noll@MesaAZ.Gov

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.
Robert Dubel – Major Account Manager: Agency support for Arizona and Omnia contract interface.
Ron Henricksen – Vice President Sales: National Omnia contract coordination outside of Arizona.
Mike Mitchell – National Water Treatment Manager: Technical and contractual support

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified. No specific certifications. Our effectiveness is evident by the breadth of agencies using our water treatment products.

5. Please submit any additional information that l is applicable to your qualifications and experience.

C. Price Proposal

1.Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary. Price proposal completed

2. Pricing
The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award. Please review our Price Change Process submittal.

2.1 If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1 Complete the Price Page. Completed

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
Please review our Price Change Process submittal.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.1.4. Provide any additional details related to Price as needed.

2.2 If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.1.1 Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.
Polymer pricing will be very simple; annual pricing will be provided once/year and adjusted annually based on market conditions.

2.2.2 Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.
Thatcher Company, Inc. utilizes the US Energy Information Administration data in providing annual freight rates.www.eia.gov

2.2.3 Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

Thatcher Company, Inc. is willing to provide annual pricing guarantees for polymer purchases for this contract.

2.2.4 Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.2.5 Provide any additional detailed related to Price as needed.
Thatcher Company, Inc. will provide price increase letters from suppliers to document any price changes during the life of the contract.

If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.3.2. Describe how products and services being offered will be priced.
Current pricing will be a cost plus model with freight cost consuming between 10-40% of the total cost to deliver.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0%, if payment is made within 30 days. These payment terms shall apply to all purchases and to all payment methods.

4. ~~Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?~~

~~_____Yes _____No If yes, state proposed percentage: _____%~~

5. Will payment be accepted via commercial credit card?__Yes No X

a. If yes, can commercial payment(s) be made online?__Yes_____XNo
b. Will a third party be processing the commercial credit card payment(s)?____Yes_X____No
c. If yes, indicate the flat fee per transaction $_____(as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
d. If "no" to above, will consideration be given to accept the card?_X____Yes_____No
We can discuss. Our fee for credit card transactions is 2.65%

5. Does your firm have a City of Tucson Business License?___XYes_____No If yes, please provide a copy of your City of Tucson Business license. Copy of business license provided

Omnia

3.0 SUPPLIER RESPONSE
Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Thatcher Company, Inc. is a diversified chemical manufacturer and distributor. The company was founded in 1967 and has grown to be a major chemical supplier. Today, Thatcher Company, Inc. employs more than 500 people, with headquarters in Salt Lake City, Utah. Thatcher Company, Inc. was awarded the first chemical cooperative agreement over 10 years ago through the City of Las Vegas and National IPA.

Thatcher Company of Arizona, Inc. has been supplying to municipal plants in the Phoenix area for over fourteen years. We use a combination of rail car and truck delivery to the Buckeye plant. located at Thatcher Company of Arizona, Inc., 6321 Rainbow Road, Buckeye, Arizona 85326.

RESEARCH– DEVELOPMENT TECHNICAL SUPPORT

A fully staffed and state of the art laboratory is located in Salt Lake City, UT. The technical staff is made up of Ph.D. and B.S. degreed Chemists and Chemical engineers, with many years of experience in the areas of quality control, research, product development and technical support. Laboratory equipment includes inductively coupled plasma spectrophotometer, gas chromatograph, infrared spectrophotometer and other state of the art analytical equipment.

TRANSPORTATION

Thatcher Transportation has a fleet of 70 tractors and over 250 specialized trailers to accommodate the varied requirements of any chemical user. All Thatcher Transportation drivers are experienced and well trained to provide a safe error free delivery. Our fleet of Rocky Mtn. doubles allows several different trailer combinations to provide the lowest freight cost possible cost in a safe error free delivery.

CORE VALUES

Thatcher Company, Inc. lives by seven fundamental Core Values which are heavily implemented and are required to be followed. These Core Values represent how each member of Thatcher Company, Inc. strives to conduct themselves every day, for not only the benefit of the company but also for the community.

1) SAFETY AND ENVIRONMENT: We will not act unless it is safe & environmentally sound.

2) INTEGRITY: We are accountable for our actions and hold ourselves to the highest ethical standards.

3) CUSTOMER FOCUS: We operate with a disciplined commitment to quality and to perform all actions right the first time. We are committed to every customer's success.

4) EMPLOYEE SUCCESS: We aim to attract, develop and retain the best employees, empowering them to succeed.

5) CONTINUOUS IMPROVEMENT: We value innovation and creativity, as well as proactively seeking to improve all aspects of our business.

6) WIN-WIN RELATIONSHIPS: We promote secure and enduring relationships.

7) STABILITY: We maintain a long-term view of our business.

Thatcher Company, Inc. does not act unless it is safe & environmentally sound. With an excellent safety record, we strive to maintain, we meet all safety and security requirements in delivery of all product.

B. Total number and location of sales persons employed by Supplier.

THATCHER COMPANY - UTAH
1905 FORTUNE ROAD
SALT LAKE CITY, UTAH 84104

Account Managers: 8

5130 SOUTH 5400 EAST
VERNAL, UT 84078
Account Managers: 1

THATCHER COMPANY - ARIZONA
6321 SOUTH RAINBOW ROAD
BUCKEYE, ARIZONA 85326
Account Managers: 2

THATCHER COMPANY - CALIFORNIA
8625 UNSWORTH AVENUE
SACRAMENTO, CALIFORNIA 95828
Account Managers: 1

1010 INDUSTRIAL DRIVE
STOCKTON, CALIFORNIA 95206
Account Managers: 1

THATCHER COMPANY - FLORIDA
245 HAZEN ROAD - P.O. BOX 489
DELAND, FLORIDA 32720
Account Managers: 1

2905 INLAND TRANSPORT STREET
PALMETTO, FLORIDA 34221
Account Managers: 1

THATCHER COMPANY - IDAHO
333 VALLEY STREET
TWIN FALLS, IDAHO 83341
Account Managers: 3

THATCHER COMPANY - MONTANA
3200 RASER DRIVE
MISSOULA, MONTANA 59808
Account Managers: 1

THATCHER COMPANY - NEVADA

90 BUSINESS CENTER STREET
HENDERSON, NEVADA 89014
Account Managers: 1

2302 LARKIN CIRCLE
SPARKS, NV 89431
Account Managers: 1

THATCHER COMPANY - NEW MEXICO
3111 BLOOMFIELD HIGHWAY
FARMINGTON, NEW MEXICO 87401
Account Managers: 2

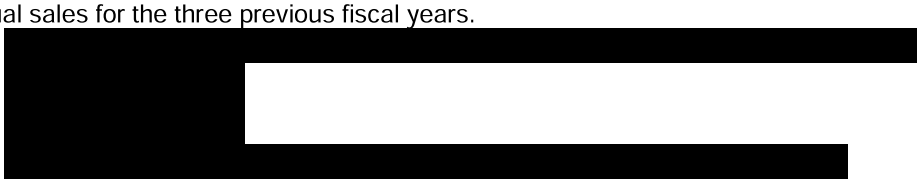
THATCHER COMPANY - NEW YORK
4135 ROUTE 104
WILLIAMSON, NEW YORK 14589
Account Managers: 3

THATCHER COMPANY - NORTH DAKOTA
2604 W. TOWNE STREET
GLENDIVE, MONTANA 59330
Account Managers: 1

C. Number and location of support centers (if applicable) and location of corporate office.

"B" lists physical locations. Headquarters is in Salt Lake City, Utah

D. Annual sales for the three previous fiscal years.



E. Describe any green or environmental initiatives or policies.

Thatcher Company, Inc. is diligent in identifying quality raw material reuse, packaging reuse and water minimization strategies to minimize our National Footprint while optimizing product performance. In addition, Thatcher Transportation, Inc. manages and rotates a fleet of energy efficient trucks to minimize the carbon footprint while reducing the amount of energy required to deliver to our customers.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.
Thatcher Company, Inc. is a minority owned company with 2/3 of the owners women and further utilizes Tier II diversity suppliers whenever the opportunities allow.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
Thatcher Company, Inc. Diversity planning does not impact the selling price.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
Answer is "no" for questions A through E

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

In short, Thatcher Company is flexible, fast and 100% customer oriented. Even though we have experienced impressive growth over the last several years, Thatcher has maintained its humility in understanding that each customer will determine the success of our company. BASF is the largest chemical company in the world and Thatcher is the only preferred supplier for BASF that is not "international" in coverage. BASF partners with Thatcher because we are willing to take on the difficult projects and we deliver the results.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier. N/A
K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier N/A

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

See section 3 of City of Tucson response

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Thatcher Company, Inc. has national coverage with sales, technical support, manufacturing, logistics and distribution direct from suppliers.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Participating agencies pricing will be equal to or less than the pricing offered as part of this RFQ. An audit can be conducted by comparing participating agency pricing to the contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

See 3.1.B

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier' primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. As the current Omnia contract chemical supplier, Thatcher Company, Inc. has already fully endorsed this strategy.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Our sales force already understands the value and power of the cooperative contract. If new chemicals are added on a national basis from our current Omnia offering, our sales force will be trained and made aware.

i. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications. Omnia (NIPA) marketing has assisted Thatcher with this in the past. We would like to announce once the new contract is awarded.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days. Agree

iii. Design, publication and distribution of co-branded marketing materials within first 90 days. Omnia (NIPA) marketing has assisted Thatcher with this in the past. We will update our materials with new contract information.

iv. Commitment to attendance and participation with OMNIA Partners at national

(i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Thatcher Company, Inc. has participated in the NIPG Annual Forum each year since the formation of the original contract with National IPA.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. Thatcher Company, Inc. has participated in the NIPG Annual Forum each year since the formation of the original contract with National IPA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Yes – based upon return on investment

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Yes

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

We will modify our website as requested above

ii. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. We work with public agencies prior to formal bidding to consider the cooperative contract in place of the formal bid. We do not have other cooperative agreements.

iii. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Yes

iv. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

As the incumbent, our sales force is very familiar with the value of the cooperative agreement.

v. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

As the incumbent, our sales force is very familiar with the value of the cooperative agreement. Upon award of a new contract we will "relaunch" the benefits.

vi. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

ii. Marketing
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

iii. Sales - AZ
Robert Dubel (480) 248-4748
robert.dubel@tchem.com

iv. Sales Support National
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

v. Financial Reporting
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

vi. Accounts Payable
Richard Ence (801) 972-4587
richard.ence@tchem.com

vii. Contracts
Lori Richey (801) 972-4587
lori.richey@tchem.com

vii. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Sales force is structured by geographical assignments. Ron Henricksen (VP Sales) is

the highest level executive managing the sales force (contact information listed G)

viii. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program. Team calls and lead sharing. Continue building the relationship between Thatcher account managers and Omnia support personnel. Thatcher account managers are not commissioned for most municipal opportunities unless using the Omnia contract.

ix. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. We have effectively managed the contract details and agency set-up over the last 10 years.

x. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. We can discuss.

xi. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. No limitations. We use Chempax as our data management system which is common in the chemical industry.

xii. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Omnia contract sales over the last 12 months (July 2019 through June 2020) is $6,806,703. Our ability to guarantee future sales will depend upon the successful retention of our current cooperative agencies and the addition of new agencies while changing the lead agency (Las Vegas to Tucson). Further discussion required.

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

xiii. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower

pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Our primary strategy is to use the cooperative contract to replace formal solicitations as we have been doing for the past decade. We will discount our prices lower than the standard Master Agreement if we are financially able and if a formal solicitation does not take place.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **INSURANCE:**

   The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$3,000,000
Annual Aggregate	$2,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Business Services Department – Procurement Division.

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department – Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Business Services Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and

employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

    Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

    Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

34. **RIGHT TO AUDIT:** The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

    The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
    If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such

sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

35. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

36. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

37. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

38. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

39. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

40. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

41. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

42. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

43. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

44. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

THATCHER COMPANY OF ARIZONA, INC.
P.O. Box 27407, Salt Lake City, UT 84127-0407

Phone (623) 691-6499
Fax (623) 691-6502

Price Change Process

Thatcher Company of Arizona, Inc. (herein referred to as "Thatcher") has responded to all the products listed in the RFP except for liquid oxygen. The array of RFP products is a combination of chemicals Thatcher manufactures and chemicals purchased from other direct manufacturers. A 3rd party indicator does not exist that will appropriately monitor cost increases or decreases in the general chemical market without providing risk to Thatcher or City of Tucson/OMNIA. This applies to individual chemicals as well.

Our goal at Thatcher is to partner with organizations who desire the success of both entities. When our costs decrease, we want to extend the savings to our customers. When our costs increase, we do not want to risk providing chemicals at a financial loss. To accomplish this goal, we propose the following:

- Prices quoted for this RFP are firm for the first 6 months of the contract.
- After each 6-month period:
  - Prices will decrease, increase, or remain unchanged based upon the actual cost change. Most of the chemicals in the RFP typically experience minor fluctuations in price.
  - Documentation will be provided for price changes where it exists (supplier letters etc.)
  - Prices will be reviewed each 6 months throughout the duration of the contract extensions (if exercised).

We look forward to a mutually beneficial relationship with the City of Tucson and OMNIA. The process outlined will ensure Thatcher can pass along actual price savings to the contract entities and protect Thatcher from unprofitable transactions.

Thatcher looks forward to further discussion to answer your questions and develop a mutually beneficial price change process.

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: Thatcher Company of Arizona, Inc.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry lbs. (44,000 "as is" lbs.)	500,000	Dry lbs	$ 0.1639	$ 0.0389	$ 0.2028	$ 3.00
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs.	25,000	Dry lbs	$ 0.1186	$ 0.0814	$ 0.20	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 dry lbs. (45,000 "as is" lbs.)	900,000	Dry lbs	$ 0.2955	$ 0.2225	$ 0.518	$ 3.00
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 gal	2,000,000	Gal	$ 0.87	$ 0.53	$ 1.40	$ 3.00
5.	Sodium Hydroxide Minimum Shipping Quantity 44,000 lb.s	85,000	Wet lbs	$ 0.1575	$ 0.0245	$ 0.182	$ 3.00
6.	Ammonia, Anhydrous Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2874	$ 0.0926	$ 0.38	$ 3.00
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	10,000	Dry lbs	$ 0.6705	$ 0.4874	$ 1.1579	$ 3.00
8.	Chlorine Minimum Shipping Quantity 44,000 lbs.	10,000	lb. ~~Gal~~	$ 0.279	$ 0.051	$ 0.33	$ 3.00
9.	Copper Sulfate Minimum Shipping Quantity 42,000 lbs.	10,000	Dry lbs	$ 1.623	$ 0.072	$ 1.695	$ 3.00
10.	Ferric Sulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs 10% Iron "as is" lbs.	$ 0.1948	$ 0.185	$ 0.38	$ 3.00
			Dry lbs 12% Iron Minimum: 44,000 "as is" lbs.	$ 0.1957	$ 0.1543	$ 0.35	$ 3.00
			Dry lbs 13% Iron Minimum: 44,000 "as is" lbs.	$ 0.1883	$ 0.1425	$ 0.3308	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ No Bid	$ No Bid	$ No Bid	$ No Bid
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
13.	Hydorfluosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
15.	Lime Hydrated Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.151	$ 0.069	$ 0.22	$ 3.00
16.	Pebble Quicklime Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per ~~UOM~~ mile*
19.	Polyphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.3274	$ 0.0926	$ 0.42	$ 3.00
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 lbs.	10,000	Dry lbs	$ 2.0009	$ 0.0991	$ 2.10	$ 3.00
21.	Powder Activated Carbon Minimum Shipping Quantity 40,000 lbs.	10,000	Dry lbs	$ 0.46	$ 0.09	$ 0.55	$ 3.00
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 1.0454	$ 0.0246	$ 1.07	$ 3.00
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 lbs.	10,000	Wet ~~Dry~~ lbs	$ 0.318	$ 0.112	$ 0.43	$ 3.00
24.	Sulfuric Acid Minimum Shipping Quantity 40,920 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 0.0918	$ 0.0265	$ 0.1183	$ 3.00
25.	Zinc Orthophosphat Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.466	$ 0.06	$ 1.526	$ 3.00
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs.	31,700	Wet Lbs.	$ 0.4074	$ 0.0926	$ 0.50	$ 3.00

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ No Bid	$ No Bid	$ No Bid	$ No Bid

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: 0 Percent / NET30 Days **DELIVERY TIME:** Varies by product

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Methanol Minimum Shipping Quantity_____	7000	Gal	$ 1.23	$ .48	$ 1.71	$ 3.00
2.	Mississippi Lime Minimum Shipping Quantity_____	48,000	Lbs	$ .115	$ .1550	$ .27	$ 3.00
3.	T-Floc 1417 Minimum Shipping Quantity_____	32,900	Lbs	$ .4267	$ .0253	$ .4520	$ 3.00
4.	Calcium Hypochlorite 3" Tabs Minimum Shipping Quantity_____	48,000	Dry lbs	$ 1.936	$ .1740	$ 2.11	$ 3.00
5.	Anhydrous Ammonia Refrig -Grade Minimum Shipping Quantity_____	17.5	Tons	$ .275	$ .1250	$ .40	$ 3.00

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

Signature of Person Authorized to Sign

Craig N. Thatcher
Printed Name

President
Title

For clarification of this offer, contact:

Name: Robert Dubel

Title: Account Manager

Phone: (480) 248-4748 mobile

Fax: (623) 691-6502

E-mail: robert.dubel@tchem.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20___

_____
As Tucson City Attorney and not personally

Awarded:

This _____ day of _____ 20____

_____
As Director of Business Services and not personally

ATTACHMENTS

Attachment A

Requirements for National Cooperative Contract to be Administered by OMNIA Partners

- All Offerors responding to this solicitation should address the items in this attachment where requested.

REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Water Treatment Chemicals & Polymers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $65M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales

and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

   Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners

may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E
CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales:	$0.00										
			Contract Number:		Admin Fee %:											
			Reporting Period:		Total Admin Fee:	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueid	Rebate Due	Rebate Name

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the

President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **THATCHER COMPANY OF ARIZONA, INC.**

Address, City, State, and Zip Code: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (623) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address: craig.thatcher@tchem.com

Signature of Authorized Representative: _____ Date: July 28, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thatcher Company of Arizona, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Craig N. Thatcher

Signature of Contractor's Authorized Official

Craig N. Thatcher, President

Name and Title of Contractor's Authorized Official

July 28, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Thatcher Company of Arizona, Inc.

Address, City, State, and Zip Code:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (480) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address:
craig.thatcher@tchem.com

Signature of Authorized Representative:

Date: July 28, 2020

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Craig N. Thatcher, *an authorized representative of* Thatcher Company of Arizona, Inc., *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Craig N. Thatcher	P. O. Box 27407, SLC, UT 84127-0407	33.33%
Diane T. Barlow	P. O. Box 27407, SLC, UT 84127-0407	33.33%
Teri T. Flanders	P. O. Box 27407, SLC, UT 84127-0407	33.33%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 28, 2020
Date

Authorized Signature and Title
Craig N. Thatcher, President

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

State of Utah

County of Salt Lake

I, Craig N. Thatcher *(Name)* *of the* Salt Lake City *(City)*

in the County of Salt Lake, *State of* Utah
of full age, being duly sworn according to law on my oath depose and say that:

I am the President *(Title)* *of the firm of* Thatcher Company of Arizona, Inc. *(Company Name)*
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Thatcher Company of Arizona, Inc.
Company Name

Craig N. Thatcher
Authorized Signature & Title
CRAIG N. THATCHER, PRESIDENT

Subscribed and sworn before me

this 28th day of July, 20 20

Wendy G. Richmond
Notary Public of Utah
My commission expires January 11, 2023

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 28, 2020
Date

Authorized Signature and Title
CRAIG N. THATCHER, PRESIDENT

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

CRAIG N. THATCHER, PRESIDENT

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Thatcher Company of Arizona, Inc.		
Address:	6321 South Rainbow Rod		
City:	Buckeye	State: AZ	Zip: 85326-3415

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Craig N. Thatcher — Craig N. Thatcher — President

Signature — Printed Name — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Craig N. Thatcher	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:
Name:	Diane T. Barlow	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:
Name:	Teri T. Flanders	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:

STATE OF UTAH; COUNTY OF SALT LAKE)

Subscribed and sworn before me this 28th day of July, 2020

(Notary Public) Wendy G. Richmond

My Commission expires: January 11, 2023

Craig N. Thatcher
(Affiant)

Craig N. Thatcher, President
(Print name & title of affiant)

(Corporate Seal)

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 212528 **Bidder/Offeror:** Thatcher Company of Arizona, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Craig N. Thatcher Signature: Craig N. Thatcher

Title: President Date: July 27, 2020

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	THATCHER GROUP INC.
Trade Name:	
Address:	1905 FORTUNE RD SALT LAKE CITY, UT 84104
Certificate Number:	1921637
Effective Date:	December 24, 2014
Date of Issuance:	September 10, 2018

For Office Use Only:

20180910121618247

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA

CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT

HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT

NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT

SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA

KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR

BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA

CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR

CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR

HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR

LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR

PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR

RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR

SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR

VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR

YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR

MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT

DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT

RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

THATCHER COMPANY OF ARIZONA, INC.
6321 South Rainbow Road, Buckeye, AZ 85326
Phone (623) 691-6499
Fax (623) 691-6502

APPENDIX A

FORCE MAJEURE

PERFORMANCE

(a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.

(b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

City of Tucson

License Certificate

Business Name and Mailing Address:

THATCHER COMPANY OF ARIZONA INC
PO BOX 27407
SALT LAKE CITY UT 84127

License Number: 3048079

Type:

Issue Date: December 12, 2019

Expiration Date: December 31, 2020

Owner:
THATCHER COMPANY OF ARIZONA INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2020

Non-Transferable

3048079

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: THATCHER COMPANY OF ARIZONA INC

Located At: 6321 S RAINBOW RD, BUCKEYE, AZ 85326

Effective: January 01, 2020

Please refer to license number in all correspondence.

By Joyce K. Garland
CFO/Assistant City Manager

THATCHER COMPANY OF ARIZONA, INC.
6321 SOUTH RAINBOW ROAD, BUCKEYE, AZ 85326

Phone (623) 691-6499
Fax (623) 691-6502

July 22, 2020

City of Tucson Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Attention: Tracy Garcia, Senior Contract Officer

Re: Request for Proposal No. 212528

Dear M. Garcia,

With regard to the insurance provisions for the subject Request for Proposal, specifically provisions under Special Terms and Conditions, Paragraph 3. Insurance, Subparagraph C. regarding minimum insurance limits, Part IV. Professional Liability, we respectfully request exception from the requirement for Professional Liability coverage.

Our proposal is for delivery of chemical products, not professional services. Hence, the requirement for Professional Liability coverage is not applicable.

Your consideration and acceptance of this exception to your requirements would be appreciated.

Cordially,

Craig N. Thatcher
President

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

REQUEST FOR PROPOSAL NO. 212528

AMENDMENT NO. ONE (1)

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

DATE ISSUED: JULY 21, 2020

The referenced document has been modified as per the attached Amendment No. ONE (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Tracy Garcia, Senior Contract Officer at (520) 837-4114.

BUSINESS SERVICES DEPARTMENT – SHARED SERVICES PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

ITEM ONE (1): QUESTION AND ANSWERS: The City has received the following questions, and has responded as such.

Question 1: Since we bid on FSA/HFS, we will need the delivery locations/addresses for that product in order to gather freight rates and minimum order quantities, any price we supply for the RFP for that product only, would be only for the ship to's we are able to gather freight rates for, anything outside of those addresses would incur a completely different price due to freight from our terminals, hope this makes sense, is there a place to specify we cannot offer same price to any location nationwide, as that is not physically or financially possible?

Response: As part of the response to this RFP, indicate on a separate page that prices will vary dependent on location. If known, indicate what differing freight rates, schedules, and/or prices are (this can be by state or region or however applicable to Supplier's operations). Also, indicate the areas of the country Offeror is able to service.

Question 2: Please provide the following: Actual last year usage of FSA/HFS? Or estimated annual usage is fine.

Response: Usage numbers by item are not available.

Question 3: Please provide the following: Minimum order typically requested for FSA/HFS?

Response: See response to Question 2. Items are to be priced as competitively as possible, however, if there are additional pricing discounts based on volume order, that can be indicated on a separate page as part of the response to this RFP.

Question 4: Please provide the following: Do you accept assay adjusted invoicing for the fluoride i.e. if the assay is delivered at 24.1% and we bid a price of 23% assay, the unit price or QTY will be assay adjusted per invoice, based upon certificate of analysis?

Response: For response purposes, respond where assay adjusted invoicing is not accepted. This will be addressed on an agency by agency basis. Participating Agencies may request this upon contract award.

Question 5: Please provide the following: Who is the current supplier to the City of Tucson for items 12 & 13 and what price?

Response: The City of Tucson has not historically used these specific items. This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country.

Question 6: Please provide the following: How is the product to be delivered, bulk tank truck, totes, drums, etc.?

Response: For Water Treatment Chemicals see the Delivery Logistics section under E. Technical Specifications for each requirement and how items are to be delivered; Agencies nationwide will have differing needs, indicate all delivery options Offeror can provide.

Question 7: Please provide the following: Any other specific delivery requirements, hose length, fittings, samples taken during offloading, time/day for delivery, please specify.

Response: All requirements are included in the RFP; Agencies nationwide will have differing needs, indicate all delivery options Offeror can provide.

Question 8: Please provide the following: It looks like this is a blanket RFP not an actual bid for the City of Tucson correct?

Response: The contract is intended for both the City of Tucson and Participating Public Agencies nationwide.

Question 9: I have reviewed the bid documents and we do not distribute any of the chemicals on the bid. Does the city use any of the chemicals below?

- Fluorosilicic Acid
- Sodium Fluorosilicate
- Sodium Fluoride
- Dense Soda Ash
- Hand Sanitizer

Response: For items not specifically listed in the RFP that are related to Water Treatment Chemicals (whether a product and/or a service), Suppliers should provide a response to the 'Additional Water Treatment Products and Services' portion of the solicitation. Suppliers should provide the necessary details for the products and services being offered as part of their response as indicated in Section II. Requirements Specific to Evaluation Criteria.

Question 10: Please provide the following: Can you clarify if the hydrofluosilicic acid/Fluorosilicic acid items 12 & 13, which is the same molecular product, not sure why it is listed twice, is being requested for the City of Tucson, or just stock price request for OMNIA to use at other locations across the country as part of their national request?

Response: Supplier's should respond to fluorosilic acid and hydrofluorosilic acid as hydrofluorosilicic. All items are being requested both for the City of Tucson and Participating Public Agencies piggybacking off the Master Agreement.

Question 11: Please confirm your current products and annual usage amounts in lbs. and ship to location for all polymers you are bidding on this proposal?

Response: See responses to Questions 1 and 2. This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country.

Question 12: I would like to inquire as to the current supplier and pricing.

Response: Current contract information can be found at the following link: https://tucsonprocurement.com/home_SearchResults.aspx?ContractNum=161397&ContractTitle=&Keywords=&VendorName=&Department=&selecttype=Internal&orderby=ContractTitle

Question 13: I would like to inquire as to the annual volume of the calcium hypochlorite tablets that the City of Tucson, AZ currently uses.

Response: See response to Question 2.

Question 14: What are the actual delivery site addresses for each chemical?

Response: Locations and chemicals currently being delivered for the City of Tucson include:

- Hayden Udall: 4401 S Tucson Estates Pkwy, Tucson, AZ , 12.5% Sodium Hypochlorite
- Plant 9: 6505 S Sandario Rd. Tucson, AZ, 12.5% Sodium Hypochlorite
- Eisenhower (SCWPF): 9178 S Eisenhower Rd. Tucson, AZ, 12.5% Sodium Hypochlorite
- TARP: 1102 W Irvington Rd. Tucson, AZ, 12.5% Sodium Hypochlorite & 35% Hydrogen Peroxide
- Reclaim Facilities:
- 2550 W. Sweetwater Dr. Tucson, AZ, 12% Sodium Hypoclorite and 19% Ammonium Hydroxide
- 11701 N. Thornydale Rd. Tucson, AZ, 12% Sodium Hypochlorite
- 1580 S. Santa Cruz Ln. Tucson, AZ, 40% Sodium Bi-Sulfite

This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country. See answer to Question 1 for more information.

Question 15: What is the actual delivery volume for each chemical?

Response: See response to Question 2.

Question 16: Do you know which locations will be taking Aluminum Sulfate, Ferric Sulfate and Polyaluminum Chloride?

Response: This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country. Exact locations are not available.

Question 17: #5 Sodium Hudroxide. What are the estimated annual usages?

Response: Usage numbers by item are not available.

Question 18: #26 Citric Acid. Is it to be provided in powder or liquid form?

Response: For the price page, use liquid. If additional forms can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 19: #2 Soda Ash. Is it to be provided in dense or light form?

Response: For the price page, use dense. If light grade can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 20: #8 Chlorine. Is it to be provided in liquid bulk or cylinders?

Response: For the price page, use cylinders. If liquid bulk can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 21: #17. Polyaluminum Chloride. Is 10000/# per year a realistic annual usage number?

Response: See response to Question 3.

Question 22: #18. Polyaluminum Hydroxychlorosul. Is 10000/# per year a realistic annual usage number?

Response: See response to Question 3.

Question 23: #10. Ferric Sulfate. What strength is needed (%)?

Response: See D. General Chemical Descriptions, v. Ferric Sulfate.

Question 24: #9. Copper Sulfate. What grade macro/small crystal is being requested?

Response: See D. General Chemical Descriptions, iv. Cooper Sulfate. Copper Sulfate shall be standard commercial fine crystal grade.

Question 25: Do you anticipate extending the bid due date?

Response: The bid due date is not being extended at this time.

Question 26: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Response: There are no additional details outside of what is included in the RFP. The evaluation criteria is included in the solicitation and if a clarification to an Offeror's response is needed, it will be asked by the City of Tucson during the evaluation phase.

Question 27: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

Response: Often third parties will repost public solicitations so it is unknown which specific organizations reposted this RFP. Outside of the City of Tucson, the link to the solicitation was provided on the OMNIA Partners site and the RFP was advertised in various newspapers across the country.

Question 28: Is this for the water plant?

Response: This contract is intended to meet the needs of the City of Tucson as well as other Participating Agencies nationwide. This contract may also meet the needs of other departments within the City of Tucson.

Question 29: Existing vendors and prices from last bid?

Response: See response for Question 12.

Question 30: Will Ferric Sulfate be used?

Response: It is anticipated that it will be however the usage for public agencies for specific items is unknown.

Question 31: #14. Lime foundry quick grade. Is this limestone or quick lime? If it's quicklime how is it different from the pebble quicklime?

Response: Quick Lime. See the General Chemical Descriptions specifically sec tions ix. And xi.

Question 32: #7. Ammonium Hydroxide. Are you requesting a tech grade or high purity? If you are requesting a high purity would you accept a 19%?

Response: The chemical strength requested is a minimum of 20% (see section D. General Chemical Descriptions. Respondents may include other strengths/products/services on a separate page as indicated in the RFP.

Question 33: #12. Fluorosilicic Acid. Is there a Spec difference from 13. Hydroflusilicic Acid?

Response: See Answer to Question 10.

Question 34: #13. Hydroflusilicic Acid. Is there a Spec difference from 12. fluorosilicic Acid?

Response: See Answer to Question 10.

Question 35: #17. Polyaluminum Chloride. 18. Polyaluminum Hydroxychlorosul. Specs are the same is that intentional?

Response: Yes.

Question 36: #23. Sulfur Dioxide. Bid requests this in dry pounds what calculation is to be used as Sulfer Dioxide is not generally sold in dry pounds?

Response: See section D. General Chemical Descriptions. This is an Request for Proposal so if an Offeror is unable to provide a product at the given Unit of Measure - indicate as such and provide additional details on a separate page submitted with the response.

Question 37: Section D shows a spec for Sodium Permanganate but there is no price sheet line item for that product? Is that product up for bid?

Response: Yes, any products or services related to Water Treatment Chemicals (whether or not it is specifically listed in the RFP or called out on the Price Page) can be submitted by an Offeror as part of their response.

Question 38: #7. Ammonium Hydroxide. Can you please clarify the spec on this product?

Response: See response to Question 34. All of the technical specifications for the products are included in the RFP, anything else is additional that may be submitted in the Offeror's response.

ITEM TWO (2): Clarification: There are references in some advertisements of this Request for Proposal in which the Proposal Number was listed as 002013 for Water Treatment Chemicals with a Proposal Due Date of August 3, 2020. The correct Proposal Number is 212528 however the reference(s) to 002013 (Water Treatment Chemicals) is referring to this RFP. All submittals for this RFP should reference the correct Proposal Number of 212528 for Water Treatment Chemicals. The Due Date is August 3, 2020 at 2:00 p.m. Local Arizona Time.

ITEM THREE (3): PROPOSAL EVALUATION REQUIREMENTS; SECTION C, PRICE PROPOSAL; SUBSET 4, COOPERATIVE PURCHASING PROGRAM

Subset 4 (COOPERATIVE PURCHASING PROGRAM) of Section C (PRICE PROPOSAL) OF THE PROPOSAL EVALUATION REQUIREMENTS on page 46 of the RFP has hereby been deleted in its entirety.

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ALL OTHER PROVISIONS OF THE REQUEST FOR QUOTATION SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date 7/28/2020

Craig N. Thatcher, President
Print Name and Title

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

5. RFP #212528

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**212528**
PROPOSAL DUE DATE:	**AUGUST 3, 2020, AT 2:00 P.M. LOCAL AZ TIME**
MATERIAL OR SERVICE:	**WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)**
PRE-PROPOSAL CONFERENCE DATE:	**JULY 17, 2020**
TIME:	**10:30 a.m.**
LOCATION:	**https://teams.microsoft.com/l/meetup-join/RFP212528_Water_Treatment_Chemicals_pre-proposal_conference** +1 213-293-2303 United States, Los Angeles (Toll) Conference ID: 258 273 029#
CONTRACT OFFICER:	**TRACY GARCIA**
TELEPHONE NUMBER:	**(520) 837-4114** **Tracy.Garcia@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

TLG

PUBLISH DATE: JULY 1, 2020

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).**

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified supplies and materials.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

SCOPE OF WORK

1. WATER TREATMENT CHEMICALS

A. GENERAL REQUIREMENTS

These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City.

Contractor(s) warrant that chemicals provided as a result of this RFP:

i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
ii. Conform to the general chemical specifications contained herein;
iii. Are suitable for wastewater treatment;
iv. Are free from adulterants or impurities of any kind; and
v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications.

Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

B. DELIVERY

a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be:

i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide
ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite
iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets

b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
ii. National Sanitation Foundation certification for the quoted chemical.
iii. Chemical certificate of analysis for all chemicals.

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c) Appearance	Dark Liquid
(d) Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H2SiF6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City’s or Participating Public Agency’s storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of “dry alum”. For the purposes of these Specifications, “dry alum” is $Al_2 (SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	**Maximum Concentration in mg/kg**	**Maximum Reporting Detection Limit in mg/kg**
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The

Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. specific gravity, at 20 °C
   D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
   E. aluminum concentration, in % Al, by weight,
   F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
   G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
   H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public

Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a

management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

   A. Date of delivery
   B. The weight of product (solution) delivered in pounds
   C. The weight of percentage of $NaHSO_3$ in the solution delivered
   D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
   E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity

D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
E. Sodium sulfate, in % Na_2SO_4, by weight
F. Insoluble matter, in %, by weight
G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.
5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

    A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
    B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
    C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

   1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   2. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

   3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

   1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

   2. The Liquid Sodium Hypochlorite shall be clear.

   3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L,	150 g/L

Parameter	Minimum
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1

total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2
Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg

perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City's or Participating Public Agency's storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s) shall not use the City's or Participating Public Agency's equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public

Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.) Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. DELIVERY

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed

to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
   1. Change density not pH sensitive. Supplied in liquid form
   2. Reduces or eliminates the need for inorganic flocculent chemicals
   3. Forms an easily dewatered sludge
   4. Specific gravity equal or near to water (s.g.=1.00)
   5. Water soluble
   6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
   7. Ability to be fed full strength, or diluted in-line to the point of application
   8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
   9. Free from monomers
   10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete product and service offering/balance of line items

will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
   For purposes of this solicitation and subsequent contract, the following definitions shall apply:
   City: The City of Tucson, Arizona
   Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
   Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
   Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
   Director of Business Services: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
   May: Indicates something that is not mandatory but permissible.
   Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
   Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
   Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and submitting the document through the City's online bidding system by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
   D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. **The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
    A. The submission of the offer did not involve collusion or other anti-competitive practices.
    B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
    C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
    D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

    Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by logging into the City's online bidding system and withdrawing the proposal they submitted. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

20. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on "Vendors" and then by clicking on "Vendor Registration." Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

23. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

24. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
    (1) waive any immaterial defect or informality; or
    (2) reject any or all proposals, or portions thereof; or
    (3) reissue the Request for Proposal.

    A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Business Services Department t not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach & Capacity

B. Qualifications & Experience

C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach & Capacity

1. Provide a response to the national program.

   1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

   1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

   2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

   2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers.

3. Product and Service

   3.1. Indicate the products and services being offered as a response to this solicitation.

   3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

   3.3. Describe other products and/or services you offer that would be applicable to this contract.

   3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

   3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

4. Orders, Invoices, and Delivery

   4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).

   4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?

4.3.2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

B. Qualifications & Experience

1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation.

2. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

5. Please submit any additional information that I is applicable to your qualifications and experience.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary.

1.1. Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Successful Offeror(s) may conduct sales promotions involving price reductions for a specified lesser period. Successful Offeror(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

1.2. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Successful Offeror(s) is/are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

2. Pricing

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

2.1. If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1. Complete the Price Page.

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.1.4. Provide any additional details related to Price as needed.

2.2. If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.2.1. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.

2.2.2. Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.

2.2.3. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.2.4. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.2.5. Provide any additional detailed related to Price as needed.

2.3. If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).

2.3.2. Describe how products and services being offered will be priced.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

_____Yes _____No If yes, state proposed percentage: _____%

5. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **INSURANCE:**

   The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$3,000,000
Annual Aggregate	$2,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Business Services Department – Procurement Division.

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department – Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Business Services Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and

employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

    Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

    Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

34. **RIGHT TO AUDIT:** The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

    The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
    If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such

sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

35. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

36. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

37. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

38. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

39. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

40. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

41. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

42. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

43. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

44. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity_____	500,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity_____	25,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
3.	Sodium Bisulfite Minimum Shipping Quantity_____	900,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
4.	Sodium Hypochlorite Minimum Shipping Quantity_____	2,000,000	Gal	$ _____	$ _____	$ _____	$ _____
5.	Sodium Hydroxide Minimum Shipping Quantity_____	85,000	Wet lbs	$ _____	$ _____	$ _____	$ _____
6.	Ammonia, Anhydrous Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
7.	Ammonium Hydroxide Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
8.	Chlorine Minimum Shipping Quantity_____	10,000	Gal	$ _____	$ _____	$ _____	$ _____
9.	Copper Sulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
10.	Ferric Sulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
12.	Fluorosilicic Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
13.	Hydorfluosilicic Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
14.	Lime Foundry Quick Grade Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
15.	Lime Hydrated Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
16.	Pebble Quicklime Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
17.	Polyaluminum Chloride Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
19.	Polyphosphate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
20.	Potassium Permanganate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
21.	Powder Activated Carbon Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
22.	Sodium Hexametaphosphate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
23.	Sulfur Dioxide Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
24.	Sulfuric Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
25.	Zinc Orthophosphat Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
26.	Citric Acid Minimum Shipping Quantity_____	31,700	Wet Lbs.	$ _____	$ _____	$ _____	$ _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ _____	$ _____	$ _____	$ _____

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: _____ Percent / _____ Days **DELIVERY TIME:** _____

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name:_____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20___

_____
As Tucson City Attorney and not personally

Awarded:

This _____ day of _____ 20____

_____
As Director of Business Services and not personally

ATTACHMENTS

Attachment A

Requirements for National Cooperative Contract to be Administered by OMNIA Partners

- All Offerors responding to this solicitation should address the items in this attachment where requested.

REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Water Treatment Chemicals & Polymers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $65M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales

and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

   Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners

may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E
CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales:	$0.00										
			Contract Number:		Admin Fee %:											
			Reporting Period:		Total Admin Fee:	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueid	Rebate Due	Rebate Name

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the

President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number:_____ _Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address:

_____

Signature of Authorized Representative: _____

Date: _____

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____

Date Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ *of the* _____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ *of the firm of* _____
Title *Company Name*
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA

CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT

HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT

NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT

SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA

KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR

BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA

CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR

CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR

HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR

LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR

PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR

RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR

SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR

VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR

YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR

MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT

DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT

RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4127 / FAX: (520) 791-4735
Patricia.Lucas@tucsonaz.gov
ISSUE DATE: July 26, 2024

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: THIRTEEN (13)

PL
SENIOR CONTRACT OFFICER: PATTI LUCAS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions Section, Paragraph 4., "Price Adjustment", the City hereby accepts the proposed price adjustment for the time period of **August 1 2024 through February 28, 2025**.

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

26 JUL 24
Signature of person authorized to sign Date

MICHAEL MITCHELL PRESIDENT
Name and Title (typed or printed legibly)

THATCHER COMPANY, INC.
Company Name

1905 FORNEY ROAD, SLC, UT
Address

MIKE.MITCHELL@TCHEM.COM
Email Address

SALT LAKE CITY UT 84101
City State Zip

Contact information for Sales/Account Representative for daily business operations:

ROBERT DUBEL
Name and Title (typed or printed legibly)

480.248.4748
Phone Number

ROBERT.DUBEL@TCHEM.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 29th DAY OF July, 2024, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

0	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per mile* All Products per contract	Final Approved Price 7-30-24 through 1-31-25
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs) 11.09 Density	1115000	500,000	Dry lbs	$ 3.40	$ 0.2833
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.40	$ 0.4182
	Soda Ash 50# Bag	2220200	42,000	Dry	$ 3.40	$ 0.360
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs 11.27 Density	2237050	900,000	Dry lbs	$ 3.40	$ 0.6180
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.40	$ 3.7684
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	$ 3.40	$ 0.2375
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.40	$ 2.1297

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs. 7.72 Density	1159000	10,000	Dry Lbs	$ 3.40	$ 1.6355
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	$ 3.40	$ 1.4394
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.40	$ 3.24
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	$ 3.40	$ 1.1429
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	$ 3.40	$ 1.1172
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.40	$ 1.87
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	$ 3.40	$ 0.29300
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.40	$ 0.3296

18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.40	$ 0.63
~~19.~~	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.40	$ 0.9078
24.	Sulfuric Acid Minimum Shipping Quantity **40,900 Dry Lbs** (44,000 "as is" lbs)15.26 Density	2363000	10,000	Dry lbs	$ 3.40	$ 0.17
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	$ 3.40	$ 2.6295
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	$ 3.40	$ 1.1211
28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	$ 3.40	$ 0.5820
1.	Methanol 6.61Density	1877000	7,000	Gal	$ 3.40	$ 3.25
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.40	$ 1.751

6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.40	$ 2.29
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.40	$ 2.29
						$ -
	Products we are no longer bidding					
~~10C.~~	~~Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)~~	~~1558000~~	~~10,000~~	~~Dry Lbs~~	~~3.4~~	
~~11.~~	~~**Sodium Fluoride**~~		~~10,000~~	~~**Dry lbs**~~	~~**3.4**~~	
12.	~~Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	
~~16.~~	~~Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs~~	~~1807050~~	~~10,000~~	~~Dry lbs~~	~~3.4~~	

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs	$ 3.00	
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.4	
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.4	
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.4	
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.4	
27.	**Liquid Oxygen** Minimum Shipping Quantity		396,000	**Gal**	3.4	
0.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.40	
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.40	

5.	Anhydrous Ammonia Refridge grade	1154000	18	Lbs	$ 3.40	
8.	T Chlor 10% G Bulk 4600/G Minnimum Delivery	2,433,000	12,000	G Bulk	3.4	
9.	T Chlor 10% 55G Drums 220/G Minnimum Delivry	2433100	1,100	G Drum	3.4	
10.	Ferric Chloride 38-40% 3000/# Totes 9000/# minnimum Delivery	1546150	60,000	Wet Lbs	3.4	
11.	T Floc 4063 450/# Drum 3600/# minnimum Delivery	2476100	3,600	Wet Lbs	3.4	
12.	Methanol 275G Drum 825/G minnimum delivery	1877007	6,000	Gallon	3.4	

Item# 23-0157
Munis Contract# _____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Drinking Water Treatment Chemical Goods

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Thatcher Company of Arizona, Inc.,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Thatcher Company of Arizona, Inc.,**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide Drinking Water Treatment Chemicals as listed and described in Exhibit "A" attached hereto.

3. **Compensation**

A. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax, up to and not to exceed seven hundred ninety four thousand nine hundred thirty dollars and twelve cents ($794,930.12) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to seventy-nine thousand dollars ($79,000) in (FY2023) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven hundred ninety-five dollars and twenty one cents ($795.21) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty six

thousand dollars ($236,000) in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two thousand three hundred seventy eight dollars ($2,378.00) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty-six thousand dollars ($236,000) in (FY2025) The New Mexico gross receipts tax levied on the amounts payable under this Agreement two thousand three hundred seventy eight dollars ($2,378.00) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for chemicals ordered and delivered to the City at the rate listed in Exhibit "A", a total up to two hundred thirty-six thousand dollars ($236,000) in (FY2026) The New Mexico gross receipts tax levied on the amounts payable under this Agreement two thousand three hundred seventy eight dollars ($2,378.00) shall be paid by the City to the Contractor.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort

Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination

for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys'

fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Public Utilities Department Director
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Thatcher Company of Arizona, Inc.
PO Box 27407
Salt Lake City, Utah 84127407

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Thatcher Company of Arizona, Inc.
PO Box 27407
Salt Lake City, Utah 84127407

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: Apr 19, 2023

CONTRACTOR:
Thatcher Company of Arizona, Inc

Craig N. Thatcher
NAME

CEO
TITLE

DATE: 3/14/2023
CRS # 03-036339-00-0.
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 3, 2023 08:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 19, 2023 14:04 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050385.510810 AH
Org.Name/Org.#

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

						$ -
						#REF!

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: February 28, 2023

To: PW-PUC/Finance/City Council

Via: Jesse Roach, Interim PUD/Water Division Director JR

From: Jonathan Montoya, Source of Supply Operations Manager JM

Re: Request approval 4-year agreement with Thatcher Company of Arizona for Water Treatment Chemicals; and approval of a Budget Adjustment Request/ Increase from Cash Balance.

ITEMS

Source of Supply staff is requesting approval of 4 year contract with Thatcher Chemical to procure chemicals for the treatment of drinking water at the Canyon Road Water Treatment Plant in the amount of 794,930.12 including nmgrt. Source of Supply is also requesting approval of accompanying BAR to fund partially fund this agreement for the remainder FY23.

SUMMARY

Due to an abundance of fall monsoonal run off and recent snow events, it is anticipated that that we will need to treat more water than previously predicted this fiscal year at the Canyon Road Water treatment plant. This increase in water production is necessary to allow for flexible operation or our reservoirs while maintaining enough storage space accommodate spring runoff and maximize our resources on the Santa Fe river. This has also impacted our available funding for chemicals on our current PO's which at our current production rate will push the amounts over the $60,000 threshold on most. Staff is requesting approval of a 4-year agreement with Thatcher Company of Arizona, utilizing the City of Tucson Arizona's RFP/Contract #212528 as our procurement method. This procurement meets the chemical needs for the Canyon Road Water Treatment Plant. Thatcher Chemical currently supplies a wide range of chemicals used for drinking treatment including Aluminum Sulfate, Sodium Carbonate and various polymers used in our treatment process. In addition, staff is also requesting a approval of the accompanying BAR to fund this agreement thru the remainder of FY23.

Agreement breakdown below,

- FY23-$ 79,000 plus nmgrt
- FY24-$236,000 plus nmgrt
- FY25-$236,000 plus nmgrt
- FY26-$236,000 plus nmgrt

PROCUREMENT METHOD:
The City of Santa Fe CRWTRP is utilizing the RFP # / Contract # 212528 from the City of Tucson, Arizona.

CONTRACT NUMBER:
The Munis contract number is 3203937.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Water Enterprise Fund/#500
Munis Org Name/Number: Source of Supply / #5050385
Munis Object Name/Number: Chemical Services / #510810

ACTION REQUESTED: RECOMMENDED ACTION

1. Please approve 4 year contract with Thatcher Chemical Company in the Amount of $794,930.12 inclusive of nmgrt to procure chemicals for the treatment of drinking water at the Canyon Road Water treatment Plant.
2. Please approve accompanying BAR from the Water Enterprise Fund Cash Balance to the Water Division Source of Supply Operating Budget in the amount of $71,500.

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/ Water/ SOS	3/3/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Chemicals	5050385	510810		71,500	
				71,500	0
REVENUES				{enter as negative #}	{enter as positive #}
				$ 71,500	$ -

--Attach supporting documentation/memo

Increase from Water Enterprise Cash Balance for the purchase of Water Treatment Chemicals for the remainder of FY 2023.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(71,500)
TOTAL:	

Maya Martinez — Prepared By {print name} — 3/3/2023 Date

3/3/2023 — Division Director Signature {optional} — Date

3/3/2023 — Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Budget Officer — 3/3/23 Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203937**

Contractor: **Thatcher Company of Arizona**

Description: **Water Treatment Chemicals**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **upon approval** Term End Date: **06/30/26**

[☑] Approved by Council Date: **pending**

Contract / Lease: **FY 23 - $79,000; FY 24, FY 25, FY 26 each $236,000 plus grt Total $794,930.12**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original Contract $794,930.12

3. **Procurement History:** _____

Purchasing Officer Review: Mar 16, 2023 Date:

Comment & Exceptions: Approval to utilize existing contract as a procurement method is attached.

4. **Funding Source:** **Water Enterprise Fund** **Org / Object:** **5050385.510810**

Andy Hopkins
Andy Hopkins (Mar 16, 2023 10:37 MDT)
Budget Officer Approval: Mar 16, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **505-955-4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	**CONTACT NAME:** Carolyn Maldonado **PHONE (A/C, No, Ext):** 801-290-3181 **FAX (A/C, No):** **E-MAIL ADDRESS:** Carolyn_Maldonado@ajg.com
INSURED THATCOM-01 Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AIG Specialty Insurance Company 26883 **INSURER B :** National Union Fire Insurance Company of Pittsburg 19445 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1287033362 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EG14246248-04	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LEGAL	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA4489610	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893603	4/1/2022	4/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability GL/Pollution			EG14246248-04	4/1/2022	4/1/2023	Limit Deductible Aggregate	$1,000,000 $50,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of insurance subject to the terms and conditions of the policy
Named Insured's:
Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

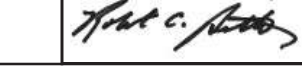
CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AG NCY CUSTOM R ID: THATCOM-01

LOC #:

ADDITIONAL R MARKS SCH DUL

AG NCY	NAM D INSUR D
Arthur J. Gallagher Risk Management Services, Inc.	Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127
POLICY NUMB R	
CARRI R / NAIC COD	FF CTIV DAT :

ADDITIONAL R MARKS

THIS ADDITIONAL R MARKS FORM IS A SCH DUL TO ACORD FORM,

FORM NUMB R: 25 FORM TITL : CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Thatcher Company of Arizona

Procurement Title: Water Treatment Chemicals - City of Tucson RFP/Contract #212528

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Department Staff Name Jonathan Montoya

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Jonathan Montoya
Jonathan Montoya (Mar 3, 2023 10:29 MST)

Public Utilities Dept / Jonathan Montoya, Department Rep Printed Name (attesting that all information included)	Source of Supply Manager Title	3/3/2023 Date
	Contracts Supervisor Title	Mar 16, 2023 Date

Purchasing Officer (attesting that all information is reviewed)

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

From: MONTOYA, JONATHAN M.
To: MARTINEZ, MAYA F.; CHAVEZ, JESSICA J.
Subject: FW: Contract piggyback Question City of Santa Fe
Date: Tuesday, January 24, 2023 2:58:18 PM
Attachments: image005.png
image001.png

I'm just waiting for them to add the soda ash bags to the language which they said shouldn't take more than a week or two. See the links below with the contract docs.

From: Robert Dubel <Robert.Dubel@tchem.com>
Sent: Thursday, January 19, 2023 10:07 AM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract piggyback Question City of Santa Fe

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jonathan, yes this is a contract anyone can join at any time. Here are the resources for your review including the contract details and offerings:

Keep in mind we will need to add the soda ash bags with Tucson approval.

https://www.omniapartners.com/publicsector/suppliers/thatcher-chemicals/contract-documentation#c39074

https://www.omniapartners.com/publicsector/contracts?contracts%5Bsearch%5D%5Bcategory%5D=83

You can go to Omniapartners.com

1. Contracts
2. Brows by category> Water Treatment
3. Scroll down to find Thatcher v

	Water Treatment Chemicals (Polymers and Misc.)	09/30/2023	09/30/2025	City of Tucson, AZ

Thank you!

Robert Dubel
Thatcher Company of Arizona/New Mexico
6321 South Rainbow Road
Buckeye, AZ 85326

Robert.dubel@tchem.com
Office 623-691-6499
Mobile 480-248-4748
www.tchem.com

From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Thursday, January 19, 2023 9:09 AM
To: Robert Dubel <Robert.Dubel@tchem.com>
Subject: FW: Contract piggyback Question City of Santa Fe

Hello Robert, it looks like we may be able to use the contract you sent me. See the message I received from our purchasing folks

below. Would you be able to get me a copy of the actual contract and do you think Tucson will allow us to use their procurement contract for a piggyback?
Let me know.

Jonathan

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Wednesday, January 18, 2023 4:07 PM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: RE: Contract piggyback Question

Jonathan
We could use the procurement and piggyback. We will need an actual copy of the agreement, it looks like these are the addendums. We will also need approval from the Entity and the contractor allowing and honoring the price in the contract.
m

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-699-1948
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Wednesday, January 18, 2023 4:02 PM
To: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>; MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Subject: Contract piggyback Question

Hi there, quick question are we allowed to piggyback off bids and contracts from other cities in other states? One of our chemical vendors is under contract with the City of Tucson, AZ. Attached is what they sent me.
Jonathan

From: Robert Dubel <Robert.Dubel@tchem.com>
Sent: Tuesday, January 17, 2023 2:52 PM
To: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Jonathan Montoya Contact info

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is the current Omnia contract offering. Let me know if it works and we need to add the Soda Ash Bags.

Thank you!

Robert Dubel
Thatcher Company of Arizona/New Mexico
6321 South Rainbow Road
Buckeye, AZ 85326

Robert.dubel@tchem.com

Office 623-691-6499
Mobile 480-248-4748
www.tchem.com

From: MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Sent: Tuesday, January 17, 2023 2:50 PM
To: Robert Dubel <Robert.Dubel@tchem.com>
Subject: Jonathan Montoya Contact info

Jonathan Montoya
Source of Supply Operations Manager
City of Santa Fe, Source of Supply
1780 Canyon Road, Santa fe, NM, 87501
Office: 505-955-4373
jmmontoya@santafenm.gov

The information contained in this e-mail message, and any attachments to it, contain confidential, proprietary, privileged, or otherwise secret information. If you are not the intended recipient, or believe that you may have received this email or attachments in error, any dissemination, use, review, distribution, printing or copying of the information contained in this e-mail message and any attachments to it are strictly prohibited. If you have received this communication in error, please notify us by reply e-mail or telephone and immediately and permanently delete the message and any attachments. Please include in your notice that the message and any attachments have been deleted. Thank you.

CONTRACT SUMMARY DOCUMENT

Contract # 212528
Contract Title: Water Treatment Chemicals (Polymers and Misc.)

Shared Services - Procurement and OMNIA Partners have awarded a contract for the purchase of *Water Treatment Chemicals (Polymers and Misc.).* Contractors are as follows:

Good/Service	Contractor	Purchase Order #	Contact person	Contractor Address
Water Treatment Chemicals (Polymers and Misc.)	Thatcher Company of Arizona, Inc.	42236	Robert Dubel Robert.Dubel@tchem.com Phone: (480) 248-4748 Fax: (623) 691-6502	P.O. Box 27407 Salt Lake City, UT

How to use this contract:

Summary Description	The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).** Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified supplies and materials. **National Contract** The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement. OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits. OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor

	that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A). The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.
Products	**1. WATER TREATMENT CHEMICALS** A. GENERAL REQUIREMENTS These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City. Contractor(s) warrant that chemicals provided as a result of this RFP: i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals; ii. Conform to the general chemical specifications contained herein; iii. Are suitable for wastewater treatment; iv. Are free from adulterants or impurities of any kind; and v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications. Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c)	Appearance	Dark Liquid
(d)	Fe (III)	10.25 ± 0.25%
Fe (II)		< 0.15%
Specific Gravity (25°C)		1.44 typical
pH		< 2
Free Acid		< 0.25%
Freezing Point		< 0° F
Water-Insoluble Matter		< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H_2SiF_6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous

material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free

from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of "dry alum". For the purposes of these Specifications, "dry alum" is $Al_2(SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this

certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the

concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table

above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.
14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

A. production lot number,
B. date of manufacture,
C. specific gravity, at 20 °C
D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
E. aluminum concentration, in % Al, by weight,
F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery,
   B. weight of Soda Ash delivered, in lb.
   C. unit price, and
   D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

   b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

	2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder. 3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash. 4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight. 5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight. 6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity. 7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a

detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered

(transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the

delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

A. Date of delivery
B. The weight of product (solution) delivered in pounds
C. The weight of percentage of $NaHSO_3$ in the solution delivered
D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8

Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating

Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity
   D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
   E. Sodium sulfate, in % Na_2SO_4, by weight
   F. Insoluble matter, in %, by weight
   G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the

liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

   A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
   B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
   C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost o NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight
      percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

2. The Liquid Sodium Hypochlorite shall be tested and certified as

meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hypochlorite shall be clear.

3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L,	150 g/L
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1
total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5

total zinc	10	2

Impurity	Maximum Concentration	Maximum Reporting Detection Limit
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City’s or Participating Public Agency’s storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s)

shall not use the City's or Participating Public Agency's equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium

hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage

vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.)Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for

emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these

documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or

Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. <u>DELIVERY</u>

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that

code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
    1. Change density not pH sensitive. Supplied in liquid form
    2. Reduces or eliminates the need for inorganic flocculent chemicals
    3. Forms an easily dewatered sludge
    4. Specific gravity equal or near to water (s.g.=1.00)
    5. Water soluble
    6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
    7. Ability to be fed full strength, or diluted in-line to the point of application
    8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
    9. Free from monomers
    10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete

	product and service offering/balance of line items will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.
Services	DELIVERY a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be: i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines. c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or

	Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of: • Contractor(s) Name • Purchase Order and Call Order Number (release number) • Date of Delivery and Date of Order • Materials Furnished ▪ Quantity, unit price and extension of each item, and total in accordance with the contract • Name of authorized representative ordering supplies A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information. Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard. All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.
Contract Term	Initial one (1) year agreement from October 1, 2020 through September 30, 2021 with option to renew for four (4) additional one (1) year periods.
Pricing	Pricing can be found at the following link: https://tucsonprocurement.com/ContractImages/Price_13940_4770_212528%20Price%20Page.pdf
Freight	**FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

Ordering	Orders will be placed through Tucson Water – Water Quality Division
Invoicing	The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary. Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services. The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice. The Contractor's payment terms shall apply to all purchases and to all payment methods.
Payment Terms and Methods	Vendor does not accept PCard or offer a prompt payment discount
Warranty	**WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

For questions on this contract, please contact Senior Contract Officer Tracy Garcia at (520) 837-4114 and Tracy.Garcia@tucsonaz.gov.

Direct Release Policy

Effective June 13, 2017, the financial encumbrance threshold was increased to $50,000. A DR must be created when the DR is $50,000+. At the discretion of the Department, a DR *may* be created for orders less than $50,000.

When the DR has been paid in full, the DR will show a "closed" status in OPIS.

A DR is not required for items that are acquired online or point-of-sale using pCard.

If you have created a DR and have processed the payment by pCard, you must notify AccountsPayable-Finance@tucsonaz.gov to close out the DR.

If you did not create a DR and the amount is $50,000+, your partial will be returned to you so that a DR can be created. Accounts Payable cannot process your payment without a DR.

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid~~ ~~Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

						$ -
						#REF!

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. TWO (2)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): CONTRACT RENEWAL

Pursuant to Contract 212528, Special Terms and Conditions, Section 5, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for an additional one-year period from **October 1, 2021 through September 30, 2022.**

ITEM TWO (2): PRICE ADJUSTMENT

In accordance with Contract 212528, Price Change Process, the City of Tucson hereby accepts the following pricing effective July 1, 2021:

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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SENIOR CONTRACT OFFICER: TRACY GARCIA

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	100850	500,000	Dry lbs	$ 3.00	$ 0.20280	0.2028
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	1902200	25,000	Dry lbs	$ 3.00	$ 0.20000	0.2000
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	1900303	900,000	Dry lbs	$ 3.00	$ 0.51800	0.5330
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2000101	2,000,000	Gallon	$ 3.00	$ 1.40000	1.4520
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	300040	85,000	Wet Lbs	$ 3.00	$ 0.18200	0.1903
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	101010	10,000	Wet Lbs	$ 3.00	$ 0.38000	0.3800
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	101091	10,000	Dry Lbs	$ 3.00	$ 1.15790	1.1948
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	312251	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	0.3620
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	319535	10,000	Dry Lbs	$ 3.00	$ 1.69500	2.2050
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs		10,000	Dry Lbs	$ 3.00	$ 0.38000	0.3800
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601279	10,000	Dry Lbs	$ 3.00	$ 0.35000	0.3500
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601378	10,000	Dry Lbs	$ 3.00	$ 0.33080	0.3308
11.	Sodium Fluoride		10,000	Dry lbs	$ 3.00	No Bid	NO BID

CONTRACT AMENDMENT

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12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1204100	10,000	Dry lbs	$ 3.00	$ 0.22000	0.3190
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	0.3920
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.3920
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	282940	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	0.4380
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	1600370	10,000	Dry Lbs	$ 3.00	$ 2.10000	2.1060
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	325450	10,000	Dry lbs	$ 3.00	$ 0.55000	0.5500
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	1901200	10,000	Dry lbs	$ 3.00	$ 1.07000	1.0700
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	1902351	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4370
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	1902900	10,000	Dry lbs	$ 3.00	$ 0.11830	0.1663
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2600400	10,000	Dry lbs	$ 3.00	$ 1.52600	1.5260

CONTRACT AMENDMENT

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CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	302270	10,000	Wet lbs	$ 3.00	$ 0.50000	1.1320
27.	**Liquid Oxygen** **Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	
1.	Methanol	1300100	7,000	Gal	$ 3.00	$ 1.71000	2.6273
2.	Mississippi Lime	1204110	48,000	Lbs	$ 3.00	$ 0.27000	0.3000
3.	T-Floc 1417	2814170	32,900	Lbs	$ 3.00	$ 0.45200	0.4520
4.	Calcium Hypochlorite 3" Tabs	305213	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.1100
5.	Anhydrous Ammonia Refridge-grade	101008	18	Tons	$ 3.00	$ 0.40000	0.6870

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/9/2021
Signature of person authorized to sign — Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City — UT — 84127-0407
City — State — Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 13th DAY OF July, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, July 21, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Three (3)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION: The City of Tucson hereby accepts the following addition to the Price Page effective August 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060 lbs.	0816340	413,170	Wet lbs	$ 00.357	$ 0.106	$ 0.357	$ 3.00

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/26/2021
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27th DAY OF July, 2021, AT TUCSON, ARIZONA.

for Jennifer Myers
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. FOUR (4)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following addition to the Price Page effective November 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Ti – 2904 330# drum (30 G Drum) Minimum Shipping Quantity 4 Drums or 1320 liquid lbs.	2586100	16 Drums or 5280 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.195	$ 1.725	$ 3.00
2.	Ti – 2904 610# drum (55 G Drum) Minimum Shipping Quantity 4 Drums or 2440 liquid lbs.	2586101	16 Drums or 9760 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.125	$ 1.655	$ 3.00

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature of person authorized to sign Date 10-28-2021
Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)
Thatcher Company of Arizona, Inc.
Company Name
P. O. Box 27407
Address
wendy.richmond@tchem.com; robert.dubel@tchem.com
Email Address
Salt Lake City | UT | 84127-0407
City | State | Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)
(480) 248-4748 mobile
Phone Number
robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 28th DAY OF October, 2021, AT TUCSON, ARIZONA.

Jennifer Myers for Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICE DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: FEBRUARY 1, 2022

CONTRACT #212528-01
CONTRACT AMENDMENT NUMBER: FIVE (5)

AK
SENIOR CONTRACT OFFICER: ANDREW KLOS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached OMNIA pricing for the period of **January 3, 2022 through July 31, 2022**.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

Craig N. Thatcher
Signature of person authorized to sign Date 2/3/2022

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Robert Dubel
Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF February, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.20280	**0.2231**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.20000	**0.3473**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.51800	**0.5765**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 1.40000	**2.2609**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.18200	**0.2113**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 0.38000	**1.6686**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 1.15790	**2.1140**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	**0.9476**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 1.69500	**3.2383**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.38000	**0.8226**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.35000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.33080	**0.7855**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	**$ 3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	**$ 3.00**	$ 1.40570	**NO BID**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.40570	**1.8673**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**0.2287**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**0.2688**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.4857
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	2.0110
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4882
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.11830	0.2022
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 1.52600	3.8089
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 0.50000	4.4187
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.71000	1.9385
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.45200	0.8728
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.7635
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 0.40000	1.1598
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.35700	0.5356
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 1.72500	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.65500	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 5 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **October 1, 2022 through September 30, 2023**.

ITEM TWO (2): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached pricing effective **August 1, 2022 through January 31, 2023**.

*****END OF ADDENDUM ITEMS*****

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 8/2/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 2nd DAY OF August, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT 212528-01

PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.22310	**0.3600**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.34730	**NO BID**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.57650	**0.7000**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 2.26090	**4.1600**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.21130	**0.3900**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 1.66860	**2.7500**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as Is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 2.11400	**4.2800**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.94760	**1.4400**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 3.23830	**3.2400**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.82260	**0.8200**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.81000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.78550	**0.7900**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	**$ 3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	**$ 3.00**	$ 1.86730	**2.0500**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.86730	**2.0500**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**NO BID**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

CONTRACT 212528-01
PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.48570	0.7700
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 2.01100	2.1200
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	NO BID
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.20220	0.2500
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 3.80890	3.8100
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 4.41870	0.5900
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.93850	1.9400
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.87280	0.8700
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	NO BID
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 1.15000	1.1600
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.53000	0.5400
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 2.29000	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.99000	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JUNE 24, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SEVEN (7)

AK
CONTRACT OFFICER: Andrew Klos, MBA

Water Treatment Chemicals (Polymers and Misc.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following Price Page Addition effective June 24, 2022.

	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	T Floc B-135	2481000	135,000/ Wet #	Liquid lbs	$00.54/Wet #	$0.11/Wet #	$00.65/Wet #	$ 3.00

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 6/27/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 28th DAY OF June, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: 3 FEBRUARY 2023

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: EIGHT (8)

AK
CONTRACT OFFICER: Andrew Klos, MBA, CPPB

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section 4, "Price Adjustment", the City hereby accepts the proposed price adjustment (Attachment A).

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 2/3/2023
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address
craig.thatcher@tchem.com;
wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 7th DAY OF February, 20__, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid~~ ~~Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

						$ -
						#REF!

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. TWO (2)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): CONTRACT RENEWAL

Pursuant to Contract 212528, Special Terms and Conditions, Section 5, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for an additional one-year period from **October 1, 2021 through September 30, 2022.**

ITEM TWO (2): PRICE ADJUSTMENT

In accordance with Contract 212528, Price Change Process, the City of Tucson hereby accepts the following pricing effective July 1, 2021:

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	100850	500,000	Dry lbs	$ 3.00	$ 0.20280	0.2028
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	1902200	25,000	Dry lbs	$ 3.00	$ 0.20000	0.2000
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	1900303	900,000	Dry lbs	$ 3.00	$ 0.51800	0.5330
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2000101	2,000,000	Gallon	$ 3.00	$ 1.40000	1.4520
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	300040	85,000	Wet Lbs	$ 3.00	$ 0.18200	0.1903
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	101010	10,000	Wet Lbs	$ 3.00	$ 0.38000	0.3800
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	101091	10,000	Dry Lbs	$ 3.00	$ 1.15790	1.1948
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	312251	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	0.3620
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	319535	10,000	Dry Lbs	$ 3.00	$ 1.69500	2.2050
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs		10,000	Dry Lbs	$ 3.00	$ 0.38000	0.3800
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601279	10,000	Dry Lbs	$ 3.00	$ 0.35000	0.3500
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs.	601378	10,000	Dry Lbs	$ 3.00	$ 0.33080	0.3308
11.	**Sodium Fluoride**		10,000	**Dry lbs**	$ 3.00	No Bid	NO BID

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	800712	10,000	Dry lbs	$ 3.00	$ 1.40570	1.5122
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1204100	10,000	Dry lbs	$ 3.00	$ 0.22000	0.3190
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1204144	10,000	Dry lbs	$ 3.00	$ 0.19000	0.1910
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	0.3920
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.3920
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	282940	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	0.4380
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	1600370	10,000	Dry Lbs	$ 3.00	$ 2.10000	2.1060
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	325450	10,000	Dry lbs	$ 3.00	$ 0.55000	0.5500
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	1901200	10,000	Dry lbs	$ 3.00	$ 1.07000	1.0700
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	1902351	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4370
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 l bs (44,000 "as is" lbs)	1902900	10,000	Dry lbs	$ 3.00	$ 0.11830	0.1663
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2600400	10,000	Dry lbs	$ 3.00	$ 1.52600	1.5260

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	302270	10,000	Wet lbs	$ 3.00	$ 0.50000	1.1320
27.	**Liquid Oxygen** **Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	
1.	Methanol	1300100	7,000	Gal	$ 3.00	$ 1.71000	2.6273
2.	Mississippi Lime	1204110	48,000	Lbs	$ 3.00	$ 0.27000	0.3000
3.	T-Floc 1417	2814170	32,900	Lbs	$ 3.00	$ 0.45200	0.4520
4.	Calcium Hypochlorite 3" Tabs	305213	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.1100
5.	Anhydrous Ammonia Refridge-grade	101008	18	Tons	$ 3.00	$ 0.40000	0.6870

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Tuesday, July 06, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Two (2)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/9/2021
Signature of person authorized to sign — Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City — UT — 84127-0407
City — State — Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 13th DAY OF July, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, July 21, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Three (3)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION: The City of Tucson hereby accepts the following addition to the Price Page effective August 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060 lbs.	0816340	413,170	Wet lbs	$ 00.357	$ 0.106	$ 0.357	$ 3.00

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher 7/26/2021
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 27th DAY OF July, 2021, AT TUCSON, ARIZONA.

for Jennifer Myers
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. FOUR (4)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following addition to the Price Page effective November 1, 2021:

Item No.	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Ti – 2904 330# drum (30 G Drum) Minimum Shipping Quantity 4 Drums or 1320 liquid lbs.	2586100	16 Drums or 5280 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.195	$ 1.725	$ 3.00
2.	Ti – 2904 610# drum (55 G Drum) Minimum Shipping Quantity 4 Drums or 2440 liquid lbs.	2586101	16 Drums or 9760 Liquid lbs.	Liquid lbs	$ 1.53	$ 0.125	$ 1.655	$ 3.00

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Wednesday, October 27, 2021

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: Four (4)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA, CPPB

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature of person authorized to sign Date 10-28-2021
Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)
Thatcher Company of Arizona, Inc.
Company Name
P. O. Box 27407
Address
wendy.richmond@tchem.com; robert.dubel@tchem.com
Email Address
Salt Lake City | UT | 84127-0407
City | State | Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)
(480) 248-4748 mobile
Phone Number
robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 28th DAY OF October, 2021, AT TUCSON, ARIZONA.

Jennifer Myers for Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICE DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: FEBRUARY 1, 2022

CONTRACT #212528-01
CONTRACT AMENDMENT NUMBER: FIVE (5)

AK
SENIOR CONTRACT OFFICER: ANDREW KLOS

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached OMNIA pricing for the period of **January 3, 2022 through July 31, 2022**.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

Craig N. Thatcher
Signature of person authorized to sign Date 2/3/2022

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Robert Dubel
Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF February, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.20280	**0.2231**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.20000	**0.3473**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.51800	**0.5765**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 1.40000	**2.2609**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.18200	**0.2113**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 0.38000	**1.6686**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 1.15790	**2.1140**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.33000	**0.9476**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 1.69500	**3.2383**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.38000	**0.8226**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.35000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.33080	**0.7855**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	**$ 3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	**$ 3.00**	$ 1.40570	**NO BID**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.40570	**1.8673**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**0.2287**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**0.2688**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.35000	0.4857
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 0.42000	2.0110
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	0.4882
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.11830	0.2022
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 1.52600	3.8089
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 0.50000	4.4187
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.71000	1.9385
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.45200	0.8728
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	2.7635
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 0.40000	1.1598
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.35700	0.5356
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 1.72500	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.65500	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 5 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **October 1, 2022 through September 30, 2023**.

ITEM TWO (2): PRICE ADJUSTMENT

Pursuant to Paragraph 4 (Price Adjustment) of the Special Terms and Conditions section, the City hereby accepts the attached pricing effective **August 1, 2022 through January 31, 2023**.

*****END OF ADDENDUM ITEMS*****

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SIX (6)

AK
CONTRACT OFFICER: Andrew Klos, MBA

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 8/2/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com; wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 2nd DAY OF August, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT 212528-01

PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	Current Price	New Approved New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	$ 3.00	$ 0.22310	**0.3600**
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	$ 3.00	$ 0.34730	**NO BID**
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	$ 3.00	$ 0.57650	**0.7000**
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	$ 3.00	$ 2.26090	**4.1600**
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Gal	1316000	85,000	Wet Lbs	$ 3.00	$ 0.21130	**0.3900**
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	$ 3.00	$ 1.66860	**2.7500**
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	$ 3.00	$ 2.11400	**4.2800**
8.	Chlorine Eastern Valve Minimum Shipping Quantity 44,000 LBS	1336309	10,000	LBS (Not Gal)	$ 3.00	$ 0.94760	**1.4400**
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	$ 3.00	$ 3.23830	**3.2400**
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1551000	10,000	Dry Lbs	$ 3.00	$ 0.82260	**0.8200**
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 44,000 "as is" lbs	1555000	10,000	Dry Lbs	$ 3.00	$ 0.81000	**0.8100**
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 44,000 "as is" lbs	1558000	10,000	Dry Lbs	$ 3.00	$ 0.78550	**0.7900**
11.	**Sodium Fluoride**		10,000	**Dry lbs**	$ **3.00**	No Bid	**NO BID**
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)		10,000	Dry lbs	$ **3.00**	$ 1.86730	**2.0500**
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	$ 3.00	$ 1.86730	**2.0500**
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	$ 3.00	$ 0.22000	**NO BID**
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.19000	**NO BID**

CONTRACT 212528-01
PRICING EFFECTIVE AUGUST 1, 2022 THROUGH JANUARY 31, 2023

17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs	2810039	10,000	Wet lbs	$ 3.00	$ 0.35000	NO BID
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.48570	0.7700
19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	$ 3.00	$ 2.01100	2.1200
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs		10,000	Dry Lbs	$ 3.00	$ 2.10000	NO BID
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs		10,000	Dry lbs	$ 3.00	$ 0.55000	NO BID
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs		10,000	Dry lbs	$ 3.00	$ 1.07000	NO BID
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2350000	10,000	Wet lbs (Not Dry)	$ 3.00	$ 0.43000	NO BID
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs. (44,000 "as is" lbs)	2363000	10,000	Dry lbs	$ 3.00	$ 0.20220	0.2500
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	2729000	10,000	Dry lbs	$ 3.00	$ 3.80890	3.8100
26.	Citric Acid Minimum Shipping Quantity 17,600 lbs	1354000	10,000	Wet lbs	$ 3.00	$ 4.41870	0.5900
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	$ 3.00	No Bid	NO BID
1.	Methanol	1877000	7,000	Gal	$ 3.00	$ 1.93850	1.9400
2.	Mississippi Lime		48,000	Lbs	$ 3.00	$ 0.27000	NO BID
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.00	$ 0.87280	0.8700
4.	Calcium Hypochlorite 3" Tabs	1282257	48,000	Dry Lbs	$ 3.00	$ 2.11000	NO BID
5.	Anhydrous Ammonia Refridge-grade	1154000	18	Tons	$ 3.00	$ 1.15000	1.1600
6.	Hydrogen Peroxide 34%	1730000	413,170	Wet Lbs	$ 3.00	$ 0.53000	0.5400
7.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.00	$ 2.29000	2.2900
8.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.00	$ 1.99000	1.9900

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: JUNE 24, 2022

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: SEVEN (7)

AK
CONTRACT OFFICER: Andrew Klos, MBA

Water Treatment Chemicals (Polymers and Misc.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE PAGE ADDITION

The City of Tucson hereby accepts the following Price Page Addition effective June 24, 2022.

	Description	Thatcher Part Number	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	T Floc B-135	2481000	135,000/ Wet #	Liquid lbs	$00.54/Wet #	$0.11/Wet #	$00.65/Wet #	$ 3.00

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 6/27/2022
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 28th DAY OF June, 2022, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.klos@tucsonaz.gov
ISSUE DATE: 3 FEBRUARY 2023

CONTRACT # 212528-01
CONTRACT ADDENDUM NUMBER: EIGHT (8)

AK
CONTRACT OFFICER: Andrew Klos, MBA, CPPB

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section 4, "Price Adjustment", the City hereby accepts the proposed price adjustment (Attachment A).

*****END OF ADDENDUM ITEMS*****

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Thatcher Company of Arizona, Inc

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Craig N. Thatcher 2/3/2023
Signature of person authorized to sign Date

Craig N. Thatcher, C.E.O.
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address
craig.thatcher@tchem.com;
wendy.richmond@tchem.com
Email Address

Salt Lake City UT 84127-0407
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 7th DAY OF February, 20__, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

212528-01 - Pricing Effective 2/1/2023 THROUGH 7/31/2023

Item No.	Description	Thatcher Part Number	Estimated Annual Quantity	UOM	National Freight Charge per UOM mile*	New Price
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry (44,000 "as is"lbs)	1115000	500,000	Dry lbs	3.2	$ 0.360
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs	2220000	25,000	Dry lbs	3.2	$ 0.4182
	Soda Ash 50# Bag (minium shipping quantity 42,000 LBS)	2220200	42,000	dry	3.2	$ 0.3914
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 lbs	2237050	900,000	Dry lbs	3.2	$ 0.70
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 Gal	2434000	2,000,000	Gallon	3.2	$ 4.32
5.	Sodium Hydroxide 25% Minimum Shipping Quantity 44,000 Wet Lbs	1316000	85,000	Wet Lbs	3.2	$ 0.4120
6.	Ammonia Anhydrous Minimum Shipping Quantity 44,000Lbs.	1153000	10,000	Wet Lbs	3.2	$ 2.4720

7.	19% Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	1159000	10,000	Dry Lbs	3.2	$ 1.6717
8.	Chlorine Eastern Valve Minimum Shipping Quantity 24,000 LBS (Was 44,000 Lbs)	1336309	10,000	LBS (Not Gal)	3.2	$ 1.4832
9.	Copper Sulfate Minimum Shipping Quantity 42,000 LBS	1411201	10,000	Dry Lbs	3.2	$ 3.2500
10A.	Ferric Sulfate 10% Iron Minimum Shipping Quantity 4,400 Dry Lbs (44,000 "as is" lbs)	1551000	10,000	Dry Lbs	3.2	$ 1.1357
10B.	Ferric Sulfate 12%n Iron Minimum Shipping Quantity 5280 Dry LBS (44,000 "as is" lbs)	1555000	10,000	Dry Lbs	3.2	$ 1.1231
10C.	Ferric Sulfate 13% Iron Minimum Shipping Quantity 5720 Dry Lbs (44,000 "as is" lbs.)	1558000	10,000	Dry Lbs	3.2	No Bid

11.	**Sodium Fluoride**		10,000	**Dry lbs**	**3.2**	No Bid
12.	~~Fluorosilicic Acid~~ ~~Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)~~	~~1722000~~	~~10,000~~	~~Dry lbs~~	~~$ 3.00~~	~~No Bid~~
13.	Hydrofluorosilicic Acid Minimum Shipping Quantity 10,120 dry (44,000 "as is" LBS)	1722000	10,000	Dry lbs	3.2	$ 2.1630
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	1806000	10,000	Dry lbs	3.2	$ 0.2369
15.	Lime Hydrated Minimum Shipping Quantity 44,000 Lbs	1803000	10,000	Dry lbs	3.2	$ 0.2781
16.	Pebble Quick Lime Minimum Shipping Quantity 44,000 Lbs	1807050	10,000	Dry lbs	3.2	No Bid
~~17.~~	~~Polyaluminum Chloride Minimum Shipping Quantity 44,000 Lbs~~	~~2481000~~	~~10,000~~	~~Wet lbs~~	~~$ 3.00~~	~~No Bid~~
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 Lbs	2481000	10,000	Wet lbs (Not Dry)	3.2	$ 0.75

19.	Polyphosphate Minimum Shipping Quantity 44,000 Lbs	2586000	10,000	Wet lbs (not Dry)	3.2	$ 0.9270
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 Lbs	2087100	10,000	Dry Lbs	3.2	No Bid
21.	Powdered Activated Charcoal Minimum Shipping Quantity 40,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 Lbs	**No Bid**	10,000	Dry lbs	3.2	No Bid
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 Lbs	2348394	10,000	Wet lbs (Not Dry)	3.2	No Bid
24.	Sulfuric Acid Minimum Shipping Quantity 40,900 Lbs (44,000 "as is" lbs)	2363000	10,000	Dry lbs	3.2	$ 0.2266
25.	Zinc Orthophosphate Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	1305000	10,000	Dry lbs	3.2	$ 1.8025
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs	1354000	10,000	Wet lbs	3.2	$ 1.2360
27.	**Liquid Oxygen Minimum Shipping Quantity_____**		396,000	**Gal**	3.2	No Bid

28.	Hydrogen Peroxide 34% Minimum Shipping Quantity 41,060lbs	1730000	413,170	Wet Lbs	3.2	$ 0.5820
						$ -
						$ -
						$ -
1.	Methanol	1877000	7,000	Gal	$ 3.20	$ 2.2660
2.	Mississippi Lime	**No Bid**	48,000	Lbs	$ 3.20	No Bid
3.	T-Floc 1417	2448000	32,900	Lbs	$ 3.20	$ 1.7510
4.	Calcium Hypochlorite 2 5/8" Tabs	1282260	48,000	Dry Lbs	$ 3.20	$ 2.9355
6.	TI-2904 330lb Drum Minimum Shipping Quantity 4 drums	2586100	5,280	Wet Lbs	$ 3.20	$ 2.2900
7.	TI-2904 610lb Drum Minimum Shipping Quantity 4 drums	2586101	9,760	Wet Lbs	$ 3.20	$ 1.9900

						$ -
						#REF!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
6967 S River Gate Dr Ste 200
Midvale UT 84047

CONTACT NAME: Carolyn Maldonado
PHONE (A/C, No, Ext): 801-290-3181 **FAX (A/C, No):**
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : New Hampshire Insurance Company	23841
INSURER C : National Union Fire Insurance Company of Pittsburg	19445
INSURER D : Ironshore Specialty Insurance Co	25445
INSURER E :	
INSURER F :	

INSURED THATCOM-01
Thatcher Company, Inc.
P O Box 27407
Salt Lake City, UT 84127

COVERAGES **CERTIFICATE NUMBER:** 1913597927 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EG14246248-06	4/1/2024	6/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION LEGAL	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		4489610	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XSCUW0030452500	4/1/2024	6/30/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC13711863	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Pollution Liability GL/Pollution			EG14246248-06	4/1/2024	6/30/2025	Limit Deductible Aggregate	$1,000,000 $50,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy
Named Insured's:
Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

CERTIFICATE HOLDER

City of Santa Fe
73 Paseo Real
Santa Fe NM 87507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: THATCOM-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Thatcher Company, Inc. P O Box 27407 Salt Lake City, UT 84127
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

City of Santa Fe, its representatives, agents and employees, are Additional Insured with respect to General Liability and Auto Liability. Coverage is Primary and non-contributory as long as no other insurance applies. Wavier of Subrogation applies in favor of Additional Insured with respect to General Liability.

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ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, 4/1/2024

Forms a part of Policy No EG14246248-06

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 04/01/2024

Forms a part of Policy No.: EG14246248-06

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B AND E ADDITIONAL INSURED - DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of **your work**; or

B. In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

POLICY NUMBER: 4489610

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2025	Countersigned By: (Authorized Representative)
Named Insured: THATCHER COMPANY, INC.	

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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