



The Purchasing Memo

Date: May 11, 2026

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor *P. Fred Heerbrandt, P.E.*

Via: Michael Dozier, Director Wastewater Management *[Signature]*

Subject: Sodium Hypochlorite Supply

Vendor Name: Thatcher Company, Inc.

Munis Vendor Number: 10962

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a General Services Contract in the total amount of \$2,000,000 including Gross Receipt Tax with a maximum of \$500,000 per year for Sodium Hypochlorite for a term of four (4) years with Thatcher Company, Inc.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260424

BACKGROUND AND SUMMARY:

Sodium hypochlorite is an industrial strength bleach. We use this product to control disruptive microorganisms that sometime cause issues in the aeration tanks at the WWRF. It is also used to clean and disinfect equipment and facilities. This contract will establish a reliable source of supply for this vital chemical solution.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: WW – Treatment Plant/5000367

Munis Object Name/Number: Operating Supplies/530200

Budget Officer / Designee: *Andy Hopkins* Date: 05/11/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

FY26-ITB-059 was advertised on February 4, 2026 and opened on February 27, 2026. There were three

bidders with two awards.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 05/11/2026

CPO Comment/Exceptions: _____

AP
AP May 11, 2026 10:42:08 MDT

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale 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:

General Services Contract with Bid sheet

Bid Tab



GENERAL SERVICES CONTRACT

Sodium Hypochlorite Supply

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Thatcher Company of Nevada, Inc herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

I. DEFINITIONS

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

II. SCOPE OF WORK

The Contractor shall provide Sodium Hypochlorite Solution to the City:

A. SPECIFICATIONS

Sodium Hypochlorite Solution

Product Specifications:

1. TRADE NAME: 12.5% Sodium Hypochlorite Solution
2. CONCENTRATION

3. ACCEPTABLE:
12.5% MINIMUM Percent by weight (15.0% Trade Percent)
15.6% MAXIMUM Percent by weight (20.0% Trade Percent)
4. CHEMICAL FORMULA: NaOCl
5. MOLECULAR WEIGHT: 74.45
6. APPEARANCE: Clear, light yellow-green liquid
7. pH: 11.2 Minimum
8. SPECIFIC GRAVITY: 1.20 (Minimum); 1.25 (Maximum)
9. FREEZING POINT: <10 deg. F
10. SOLUTION WEIGHT: 10.0 to 10.4 pounds per gallon, Product must be filtered and be able to offload through 40-mesh strainer
11. INSOLUBLE MATTER: Maximum of 30 mg/L retained on 0.45µm filter according to Standard Methods for the Examination of Water and Wastewater 2540 D
12. SODIUM HYDROXIDE: 1.5% by weight, maximum
13. COPPER (Cu): 0.5 ppm, maximum
14. NICKEL (Ni): 0.5 ppm, maximum
15. IRON (Fe): 1.0 ppm, maximum

B. SPECIAL TERMS AND CONDITIONS

1. City will purchase sodium hypochlorite solution from the Contractor for use at City's Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507.
2. Ordering/Shipments
 - i. City will order shipments of sodium hypochlorite solution from the Contractor by email (Order), which the Contractor will acknowledge by replying to the email. The Contractor will comply with City's instructions concerning quantity, delivery date, and delivery location in the Order. City's delivery location is 73 Paseo Real, Santa Fe, NM 87507. The Contractor will make all deliveries between 7:00 a.m. and 4:00 p.m., Monday through Friday (normal delivery hours) unless otherwise requested and approved by City.
 - ii. The Contractor will not be required to deliver more than 4,500 gallon within 48 hours of City's Order unless City is experiencing an emergency that can be resolved with sodium hypochlorite (Emergency). If City is experiencing an Emergency, City will order a shipment by phone, followed by a confirming email (Emergency Order), and the Contractor will deliver sodium hypochlorite to City within 24 hours of City's Emergency Order.
 - iii. City may refuse a shipment, at no cost to City, if the sodium hypochlorite product does not meet the specifications in this Contract or if the shipment arrives before or after the date set forth in the Order instructions in Section 2.A.

3. During off-loading work, the Contractor will park the Contractor's delivery vehicle in the location provided for that purpose by City. The Contractor will not park the Contractor's vehicle in other locations. The Contractor will follow City's procedures for off-loading chemicals, as instructed.

4. The Contractor's off-loading equipment will be compatible with City's chemical storage equipment. The Contractor will not connect the Contractor's off-loading hose or other off-loading device to City's sodium hypochlorite solution storage tank without the presence of an authorized City representative at the point of connection. The Contractor will not begin offloading sodium hypochlorite solution until the Contractor and City's representative have jointly confirmed that the sodium hypochlorite solution will be off-loaded into sodium hypochlorite solution totes or storage tanks, as directed. The Contractor will be responsible for all damages arising out of the improper offloading of sodium hypochlorite solution, including spillage and any delivery to the wrong storage tank.

5. The Contractor will plug, cap, blind-flange or contain all discharge connections and hose ends to prevent any spillage of sodium hypochlorite solution. The Contractor will be responsible for the cleanup and removal from City's premises of all spillage, contaminated matter and contaminated cleanup material. City will notify the Contractor of all spillage, contaminated matter and contaminated cleanup material not cleaned up and removed by the Contractor's truck driver. If the Contractor does not clean up and remove all spillage, contaminated matter and contaminated cleanup material from City's premises within four hours of City's notification, City will clean up and remove the spillage, contaminated matter and contaminated cleanup material and the Contractor will reimburse City for the entire cost of cleanup. City may deduct the cleanup costs from amounts owed to the Contractor under this Contract.

6. The Contractor will mail, fax or e-mail an Affidavit of Compliance with the specification information listed below for each delivery. The Affidavit will be delivered to City within seven calendar days of City's receipt of the delivery to which it refers. The Contractor will inform City prior to commencing deliveries of the identity of the Contractor's personnel who will be authorized to sign the Affidavit. The Affidavit will contain the following:

- i. Sodium hypochlorite solution
 - a. Percent by Weight (NaOCl) or Percent by Weight (Available Cl₂)
 - b. Specific Weight of Solution, lb./gal.
 - c. Date of Shipment

7. Each quarter the Contractor will test at least one sample of the sodium hypochlorite solution delivered to City. On or before the last day of each quarter, the Contractor will provide a quarterly batch analysis laboratory report to City that identifies the amounts of the items listed below in the sample of sodium hypochlorite solution. The report will be delivered with an invoice. The Contractor will inform City prior to commencing deliveries of the identity of the Contractor's personnel who will be authorized to sign the report. The report will contain the following:

- i. Percent by Weight (NaOCl) or Percent by Weight (Available Cl₂)
- ii. Copper
- iii. Iron

- iv. Nickel
- v. pH
- vi. Free Alkali (expressed as % NaOH)
- vii. Insoluble Matter (% by weight)
- viii. Specific Weight of Solution, lb./gal.
- ix. Date of Shipment

8. The Contractor will provide City with a telephone number where City can either communicate with the Contractor or leave messages at all times. The Contractor will return all calls no later than two hours after City leaves a message.

9. The Contractor warrants that the Contractor's product will meet City's specifications, mentioned above in Section A, Specifications. City will have the right to test Contractor's product at any time. Contractor will provide a sample from a delivered quantity of sodium hypochlorite solution at City's request. If the Contractor's Affidavit of Compliance or laboratory report or City's tests indicate that the Contractor's product does not meet City's specifications, City will have the right to require Contractor to pay for the testing of the sodium hypochlorite solution and the Contractor will not charge City for the load tested. The foregoing will not be construed to limit City's legal rights if the Contractor breaches a warranty.

10. The Contractor will ensure that the Contractor's subcontractors, including delivery contractors and delivery truck drivers, have read and understand these specifications.

11. City's payment of the fixed price will be considered payment for all of Contractor's obligations under this Contract. City has the right to reject Contractor's invoices that reflect pricing higher than the price bid and inserted herein.

12. The Contractor will send a current Safety Data Sheet (SDS) for the sodium hypochlorite solution by email to safetyteam@cleanwaterservices.org prior to commencing deliveries. Contractor will send a new SDS to City each time the SDS is updated.

III. COMPENSATION

A. Payment. The City shall compensate the Contractor on an as needed basis based on the fixed rates specified in Exhibit A. For the goods described in the scope of work, the City agrees to pay the Contractor up to a maximum of \$500,000.00 annually, excluding Gross Receipts Tax (GRT). The total compensation for this Contract, excluding GRT is \$2,000,000.00.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law.

Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

IV. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

V. 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.

VI. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1. The City shall give the 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" Article of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.

VII. AMENDMENT

A. This Contract 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 Contract 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 Contract, pursuant to the termination provisions as set forth in the "Termination" Article herein, or to agree to the reduced funding.

VIII. 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 because of this Contract. 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.

IX. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

X. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

XI. NON-COLLUSION

In signing this Contract, the Contractor certifies the 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.

XII. 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.

XIII. COMMERCIAL WARRANTY

The Contractor agrees that the tangible personal property or services furnished under this Contract 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. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

XIV. CONDITION OF PROPOSED ITEMS

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

XV. RECORDS AND AUDIT

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

XVI. APPROPRIATIONS

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

XVII. RELEASE

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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.

XIX. CONFLICT OF INTEREST

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 Article were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

XX. APPROVAL OF CONTRACTOR REPRESENTATIVES

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

XXI. SCOPE OF CONTRACT; MERGER

This Contract 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 contract.

All terms and conditions of the FY26-ITB-059 - Sodium Hypochlorite Supply and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

XXII. NOTICE

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

XXIII. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

XXIV. 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 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.

XXV. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

XXVI. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, 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, Section 38-3-2. By execution of this Contract, 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 Contract.

XXVII. 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 the "Indemnification" Article of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

XXVIII. INCORPORATION BY REFERENCE AND PRECEDENCE

If this Contract has been procured pursuant to an Invitation to Bid, this Contract is derived from (1) the Invitation to Bid, (including any written clarifications to the Invitation to Bid and any City response to questions); (2) the Contractor's response to the Invitation to Bid.

In the event of a dispute under this Contract, 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 Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the Invitation to Bid, including attachments thereto and written responses to questions and written clarifications; and (4) the Contractor's response to the Invitation to Bid.

XXIX. 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 Contract may be terminated by the City.

XXX. 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.

XXXI. 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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.

XXXII. INSURANCE

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 as 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 vehicles, with a combined single limit not less than \$1,000,000 per accident.

C. BROADER COVERAGE AND LIMITS

for the insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract 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.

XXXIII. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this Contract 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.

XXXIV. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

XXXV. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

XXXVI. 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 Contract 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 Contract, 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.

XXXVII. SURVIVAL

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

XXXVIII. 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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" Article of this Contract.
- 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 Contract. 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.

XXXIX. 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 the "Amendment" Article of this Contract.

XL. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this Article. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	<u>Department</u> Wastewater Engineer Supervisor 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov (505) 955-4623	<u>To the Contractor:</u> Thatcher Company of Nevada, Inc Michael Mitchell P. O. Box 27407 Salt Lake City, UT 84127-0407 bids4@tchem.com 801-972-4587
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Article. The carrier for mail delivery and notices shall be the agent of the sender.

XLI. SUCCESSION

This Contract shall extend to and be binding upon the successors and assigns of the parties.

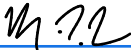
****The Rest of the Page is Intentionally Left Blank****

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

MICHAEL J. GARCIA, MAYOR


Mike Mitchell (May 8, 2026 08:46:02 MDT)
Mike Mitchell, President

DATE: May 8, 2026

NMBTIN: _____

ATTEST:


GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:


Marcos D. Martinez (May 8, 2026 08:49:37 MDT)

MARCOS D. MARTINEZ, CITY ATTORNEY

APPROVED FOR FINANCES:


ANDREA PHILLIPS (May 15, 2026 15:58:49 MDT)

FINANCE DIRECTOR

Exhibit A

				Thatcher Company of Nevada, Inc
Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Sodium Hypochlorite, Bulk Delivery, FOB City Storage Tank – Unit Price Per Gallon (Base tier: 0–4,999 gallons per delivery)	1	Gallon	\$3.10
2	Sodium Hypochlorite, Bulk Delivery, FOB City Storage Tank – Unit Price Per Gallon (Tier 1: 5,000–9,999 gallons per delivery).	5000	Gallon	\$0.00
3	Sodium Hypochlorite, Bulk Delivery, FOB City Storage Tank – Unit Price Per Gallon (Tier 2: 10,000 gallons or more per delivery).	10000	Gallon	\$0.00
4	Bulk Delivery Surcharge/Credit, if any, for Deliveries Under Minimum Drop Size (per delivery).	1	Each	\$0.00
5	Delivery Charge for Off-schedule or Emergency Deliveries (per delivery)	1	Each	\$0.00
6	Delivery Charge for Refilling Totes at Site (Approx. 20 totes)	1	Each	\$0.00



City of Santa Fe, NM

Purchasing

Travis Dutton-Leyda, Chief Procurement Officer

200 Lincoln Avenue, Santa Fe, NM 87501

EVALUATION TABULATION

ITB No. FY26-ITB-059

Sodium Hypochlorite Supply

RESPONSE DEADLINE: February 27, 2026 at 2:00 pm

Report Generated: Monday, May 11, 2026

TABLE 1

Primary award cells are green and Backup award cells are gray

Line Item	Description	Quantity	Unit of Measure	Brenntag Pacific, LLC Unit Cost	PVS DX Unit Cost	Thatcher Company of Nevada, Inc Unit Cost
1	Sodium Hypochlorite, Bulk Delivery, FOB City Storage Tank – Unit Price Per Gallon (Base tier: 0–4,999 gallons per delivery)	1	Gallon	\$0.00	\$3.20	\$3.10
2	Sodium Hypochlorite, Bulk Delivery, FOB City Storage Tank – Unit Price Per Gallon (Tier 1: 5,000–9,999 gallons per delivery).	5000	Gallon	\$3.10	\$3.20	\$0.00
3	Sodium Hypochlorite, Bulk Delivery, FOB City Storage Tank – Unit Price Per Gallon (Tier 2: 10,000 gallons or more per delivery).	10000	Gallon	\$0.00	\$3.20	\$0.00
4	Bulk Delivery Surcharge/Credit, if any, for Deliveries Under Minimum Drop Size (per delivery).	1	Each	\$0.00	\$500.00	\$0.00
5	Delivery Charge for Off-schedule or Emergency Deliveries (per delivery)	1	Each	\$1,500.00	\$500.00	\$0.00
6	Delivery Charge for Refilling Totes at Site (Approx. 20 totes)	1	Each	\$750.00	\$300.00	\$0.00

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION
ITB No. FY26-ITB-059
Sodium Hypochlorite Supply

Question Title	Brenntag Pacific, LLC	PVS DX	Thatcher Company of Nevada, Inc
Financial Interest	Pass	Pass	Pass
Specify by name	No Response	No Response	No Response
NM Gross Receipts Tax # (NMBTIN)	Pass	Pass	Pass
Payment Terms	Pass		Pass
Contractor's Delivery	Pass	Pass	Pass
Preference			