

CITY CLERK ORIGINAL

C-10058
06/23/2015

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND DPC ENTERPRISES, L.P.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23 day of June, 2015 between the City of Glendale, an Arizona municipal corporation (the "City"), and DPC Enterprises, L.P., an Arizona limited partnership, (the "Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2014, under the S.A.V.E Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Water/Wastewater Treatment and Pool Chemicals Contract, Contract IFB No. 2014241, which is attached hereto as Exhibit A. The Water/Wastewater Treatment and Pool Chemicals Contract permits its cooperative use by other governmental agencies including the City. The Water/Wastewater Treatment and Pool Chemicals Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies identical, or nearly identical, to the supplies Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2014, until the date the contract expires on June 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2019. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2017. The City, however, may renew the term of this Agreement for two one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies identified in the Scope of Work attached hereto as Exhibit A.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred nine thousand six hundred dollars (\$409,600).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

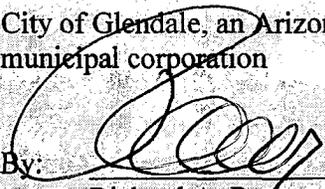
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

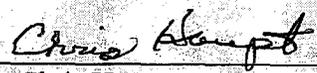
City of Glendale, an Arizona
municipal corporation

By: 

Richard A. Bowers
Acting City Manager

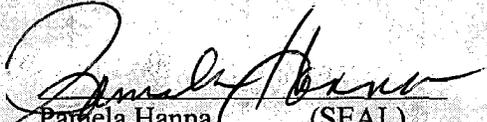
“Contractor”

DPC Enterprises, L.P.
a Limited Partnership

By: 

Name: Chris Haupt
Title: Area Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DPC ENTERPRISES, L.P.**

EXHIBIT A

City of Mesa IFB # 2014241 - *Water/Wastewater Treatment and Pool Chemicals*

Contract Addendum #1



INVITATION FOR BIDS # 2014241

Water/Wastewater Treatment and Pool Chemicals

April 14, 2014

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, April 30, 2014** to provide **Water/Wastewater Treatment and Pool Chemicals**.

Brief Description: The City of Mesa (other cities) is seeking a multi-year contract with vendors to provide chemicals for Water/Wastewater Treatment and Pool Chemicals. The following agencies have given their express intent to purchase from the resulting contract: Town of Queen Creek, Town of Gilbert, Peoria Unified School District #11, City of Sierra Vista, Mohave County, Marana Unified School District, City of Glendale and City of Peoria. Any and all S.A.V.E members may also purchase from the resulting contract.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

General or Process Questions:

Nicole Arnold
Procurement Specialist
Purchasing
Fax: (480) 644-2655
Nicole.arnold@mesaaz.gov

644-2653

Technical Questions:

Myrna Quihuis, CPPB
Procurement Officer
Purchasing
Fax: (480) 644-2655
Myrna.quihuis@mesaaz.gov

644-5052 office

INSTRUCTIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid. The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.
- i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No
- i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**
Date: April 30, 2014
Time: 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.
- i.5 **BID FIRM TIME:** 120 Days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.
- i.6 **BID SECURITY:** Yes \$ 0.00 No
- PERFORMANCE SECURITY:** Yes \$ 0.00 No
- i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE
City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES
City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.
- i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in

INSTRUCTIONS

handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

- i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

INSTRUCTIONS

- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

INSTRUCTIONS

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

PROCUREMENT OFFICER:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

CHIEF PROCUREMENT OFFICER:

Edward Quedens
Business Services Department Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

INSTRUCTIONS – EVALUATION

- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
 - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).
- This consideration does not apply to:
- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
 - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

INSTRUCTIONS – EVALUATION

It is the bidder's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

STANDARD TERMS AND CONDITIONS

- (i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- S.10 SALES/USE TAX, OTHER TAXES.**
- a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
 - b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and local sales/use taxes.
- S.11 AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.
- S.13 AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business

STANDARD TERMS AND CONDITIONS

hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party shall be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

STANDARD TERMS AND CONDITIONS

- S.19 TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.20 TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.
- S.22 PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 INDEMNIFICATION/LIABILITY.**
- a. **Indemnification, General.** To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

STANDARD TERMS AND CONDITIONS

- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB POINT.** All deliveries shall be FOB destination, freight prepaid and allowed unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of

STANDARD TERMS AND CONDITIONS

use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 CONTRACT ADMINISTRATION. The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.37 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.38 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.39 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.40 NOTICES. All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

S.41 GOVERNING LAW, FORUM. This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

STANDARD TERMS AND CONDITIONS

- S.42 INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.43 PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **MULTI-AGENCY PROCUREMENT.** The following agencies have given their express intent to purchase from the resulting contract. Any and all S.A.V.E. members may also purchase from the resulting contract.
 - Town of Queen Creek
 - Town of Gilbert
 - Peoria Unified School District #11
 - City of Sierra Vista
 - Mohave County
 - Marana Unified School District
 - City of Glendale
 - City of Peoria
3. **BACKGROUND.** The City of Mesa has tried to consolidate the majority of its chemical contracts into one contract. Although the plan is to start this contract on July 1, 2014, Mesa's existing contract for Sodium Hypochlorite (Technical Specifications, Item #2) does not expire until February 28, 2015. Mesa's portion of the contract will begin on March 2, 2015. This will not affect the start date for other agencies listed under this chemical.
4. **SCOPE OF WORK.** The City of Mesa (COM) Water Resources Department wishes to combine the majority of the water treatment chemicals under one contract. Several other Departments within the City of Mesa have requested that their chemical needs be incorporated into this solicitation as well as other participating agencies. The first term of this contract shall be segmented depending on any existing contracts expiry date.

Most items on the contracts shall begin on July 1, 2014, however due to existing contracts the ordering of some chemicals may be delayed as much as seven (7) months. For COM use, all contract extensions shall be the periods from July 1 through June 30.

Locations and storage capacities for each chemical are listed however they are subject to change at any time.

See Technical Specifications for quantities and types of chemicals. Bidders should submit MSDS sheets for each chemical offered.

Most of the chemicals used in the City of Mesa's Water Treatment Facilities, Water Reclamation Facilities and Distribution Systems for the manufacturing and processing operation are exempt from transaction privilege taxes. Liquid, solid, or gaseous chemicals used in manufacturing or process operations are exempt from transaction privilege taxes if: 1) the chemical involves direct contact with materials for the purpose of causing or permitting a chemical or physical change to occur in the materials as part of the production process; or 2) the chemical is used directly to meet Federal or State rules and regulations to prevent, monitor, control or reduce land, water or air pollution. Arizona Form 5000 (Transaction Privilege Tax Exemption Certificate) is available upon request.

5. **AWARD.** It is not expected that any one vendor can provide all of the chemical needs of the City. Each of the line items will be awarded separately. There are chemicals for the treatment of drinking water, reclaimed water and swimming pools.

There are a few line items that the City may decide to award a Primary vendor and a Secondary vendor due to the urgent needs and tight delivery schedules of the treatment plants. The

DETAILED SPECIFICATIONS

Secondary vendor would be used if the Primary vendor can not deliver the specified product in the time frame specified.

6. INSURANCE REQUIREMENTS.

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

TECHNICAL SPECIFICATIONS

1. SODIUM HYDROXIDE (CAUSTIC SODA), 25%

A. The following is the minimum specification for Caustic Soda:

- 1) The material is to meet the American Water Works Association (AWWA) Standard B501-03, latest revision.
- 2) The material shall contain approximately 25% \pm 1 Sodium Hydroxide (NaOH).
- 3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

B. Bidder shall include with bid the formula used to calculate dry weight from gallons/wet weight.

C. Pricing to be per gallon.

D. Delivery:

- 1) The trucks shall be self-unloading and be equipped with delivery hoses with 2" & 1 1/2" female quick disconnects.
- 2) Shipments shall be made in tank trucks that do not degrade the Caustic Soda.
- 3) The supplier must provide an "Affidavit of Compliance" that the material complies with the American Water Works Association (AWWA) B501-03 standard.
- 4) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- 6) Delivery shall be made within five (5) days of an order.

E. Delivery locations and storage capacities are:

- 1) COM Northwest Water Reclamation Plant (NWWRP) 11,000 gallons
960 N. Riverview, Mesa, AZ 85201
- 2) COM Southeast Water Reclamation Plant (SEWRP) 6,000 gallons
6308 E. Baseline Rd., Mesa, AZ 85206
- 3) COM Greenfield Water Reclamation Plant (GWRP) 20,000 gallons (in 3 storage tanks)
4400 S. Greenfield, Rd., Gilbert, AZ 85296
- 4) Ironwood High School (Peoria Unified School District #11) 300 gallons
6051 W. Sweetwater Ave.
Glendale, AZ 85304
- 5) Cactus High School (Peoria Unified School District #11) 150 gallons
6330 W. Greenway Rd.
Glendale, AZ 85306
- 6) North Water Treatment Plant (NWTP) (Town of Gilbert) 10,000 gallons
2865 E Guadalupe Rd – Gilbert, AZ 85234
Town of Gilbert delivery hours: 6:00 AM and 2:30 PM, Mon - Fri

F. Approximate Annual Requirements: 195,525 gallons (City of Mesa - 186,000 gallons; Peoria Unified School District #11- 525 gallons; Town of Gilbert – 9,000 gallons)

2. SODIUM HYPOCHLORITE

A. Following is the minimum specification for Sodium Hypochlorite:

TECHNICAL SPECIFICATIONS

- 1) The Sodium Hypochlorite shall be suitable for use in wastewater treatment and meet the following criteria:
 - a) NaOCl by weight 12.5% min.
 - b) Excess NaOH 1.0% max.
 - c) Alkalinity 1.5% max.

- B. Each bidder shall supply the chemical analysis of the proposed solution with the bid and also on a semi-annual basis.

- C. Award:
 - 1) The City reserves the right to award primary and secondary contracts for this product in order to assure continuity of supply. The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within five (5) working days.

- D. Pricing to be per gallon.

- E. Delivery:
 - 1) The City shall expect any contractor to accept only those orders which can be delivered within the time frame requested. If deliveries consistently (50% or more) do not meet the five working day time frame, the City reserves the right to utilize the alternate supplier for the remainder of the contract.
 - 2) The contractor shall be able to deliver a minimum of 1,500 gallons to each site by tank truck. Trucks shall be equipped with pumps and hoses, 2" female quick disconnect, to transfer the chemical.
 - 3) Delivery truck drivers shall be equipped with the proper personal protective equipment (apron, goggles, face shield, gloves) for use during off-loading.
 - 4) Delivery truck drivers shall stop at the administration building to sign-in, and have plant duty operator paged for assistance.
 - 5) The delivery truck driver and the plant operator shall together confirm the specific chemical and quantity being delivered and confirm that the chemical is being delivered to a tank with the same chemical as that in the delivery truck.
 - 6) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 7) Deliveries shall be made on weekdays between 7:30 am and 2:00 pm. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 pm MST.

- F. Delivery locations and storage capacities are:
 - 1) COM Northwest Water Reclamation Plant 16,000 Gallons
960 N. Riverview - Mesa, AZ
 - 2) COM Southeast Water Reclamation Plant 10,000 Gallons
6308 E. Baseline Road - Mesa, AZ
 - 3) COM Greenfield Water Reclamation Plant 41,000 Gallons
4400 S. Greenfield Road - Gilbert, AZ
 - 4) COM Brown Road Water Treatment Plant (BRWTP) No Bulk Storage – Orders occasionally
7750 E. Brown Road - Mesa, AZ 85207
 - 5) City of Sierra Vista 1,000 Gallons
2900 Martin Luther King Drive
Sierra Vista, AZ 85635
 - 6) Beardsley Water Reclamation Facility (City of Peoria)
19980 N. 111th Ave., Peoria, Arizona 85382

TECHNICAL SPECIFICATIONS

- 7) Butler Influent Pump Station (City of Peoria)
9976 W Northern Avenue 85345
 - 8) Butler Water Reclamation Facility (City of Peoria)
8660 N. 79th Avenue, Peoria, Arizona 85345
 - 9) Jomax Water Reclamation Facility (City of Peoria)
12483 W. Jomax Rd., Peoria, Arizona 85383
 - 10) Field Ops (City of Peoria)
8850 N. 79th Ave., Peoria, Arizona 85345
 - 11) Field Ops Water Production (City of Peoria)
8850 N. 79th Ave., Peoria, Arizona 85345
 - 12) Quintero Water Treatment Plant (City of Peoria)
16194 Iron Age Drive, Peoria, Arizona 85373
- G. Approximate Annual Requirements: 1,050,030 gallons (City of Mesa - 550,000 gallons; City of Sierra Vista – 2,500 gallons; City of Glendale – 497,530 gallons)

3. FERROUS CHLORIDE, LIQUID

- A. Following is the minimum specification for Liquid Ferrous Chloride:
- 1) The Liquid Ferrous Chloride shall be suitable for use in wastewater treatment and meet the following criteria:
 - a) FeCl_2 : 27 - 35%} As performed by titration with 0.1N ceric sulfate solution, using ferroin indicator
 - b) FeCl_3 : less than 1%} As performed in 1a) above
 - c) HCl: less than 1%
 - d) Heavy metals: less than 500 ppm total metals
 - e) Individual metals: (Ag, As, Cd, Co, Cr, Cu, Hg, Ni, Pb, Zn): less than 50 ppm each
 - f) Solution shall not contain particulates or organic contamination in amounts able to accumulate in inlet strainers with 1/32" perforations
 - B. Each bidder shall supply the mathematical conversion formula of the anhydrous material to aqueous solution with the bid. This conversion formula will be used for the duration of the contract.
 - C. Each bidder shall also supply the chemical analysis of the proposed solution with the bid, and also on a semi-annual basis.
 - D. If there are charges for split shipments or excess unloading time, charges must be explained in a separate memo attached to the pricing page and noted as an exception on the bid form.
 - E. Pricing to be per anhydrous ton.
 - F. Award: The City reserves the right to award primary and secondary contracts for this product in order to assure continuity of supply.
 - 1) The secondary contract(s) will be used if the primary supplier is unable to fill a particular delivery request within four (4) days or if product is out of specification.

TECHNICAL SPECIFICATIONS

- 2) If deliveries consistently (10% or more) do not meet the four day time frame after an order is placed, the City reserves the right to change to the alternate supplier for the remainder of the contract.

G. Delivery:

- 1) The laboratory analysis confirming the percent solution shall accompany each load delivered. Each shipment delivered must be accompanied by the chemical analysis plus the volume and weight. Shipments received, which do not meet these requirements, may be refused. If particulates are found in the inlet filters, the City will have the right to refuse delivery without penalty. The City will be testing each load by ceric sulfate titration with ferroin indicator. If the company and City results are not within 10%, the City reserves the right to adjust the invoice based on the test results. Repeated violations are grounds for contract termination.
- 2) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 3) The Ferrous Chloride must be delivered to any of 16 sulfide control plants located in Mesa on an "as needed" basis.
- 4) Deliveries are to be made on weekdays at a specified time designated by the City. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 p.m. M.S.T. The City shall expect any contractor to accept only those orders which can be delivered with the time frame requested above.
- 5) The contractor shall supply all necessary hoses and leak-proof fittings.

H. Delivery locations and storage capacities are:

- | | |
|---|--|
| 1) COM Alma School Sulfide Plant 2713 South Alma School Road, Mesa, AZ | 16,000 gallons |
| 2) COM Horne Sulfide Plant 1103 South Horne Drive, Mesa, AZ | 11,500 gallons |
| 3) COM Noche De Paz Sulfide Plant 2750 West Guadalupe, Mesa, AZ | 6,000 gallons |
| 4) COM Pecos Sulfide Control Station 9231 East Pecos, Mesa, AZ | 11,500 gallons |
| 5) COM Ivyglen Sulfide Control Station 425 West Ivyglen, Mesa, AZ | 16,000 gallons |
| 6) COM Star Valley Sulfide Control Station 3820 North Shenandoah, Mesa, AZ | 6,000 gallons |
| 7) COM Southeast Sulfide Plant (inside SEWRP) 6308 East Baseline Road, Mesa, AZ | 16,000 gallons |
| 8) COM Northwest Water Reclamation Plant 960 North Riverview, Mesa, AZ | 12,000 gallons |
| 9) COM Greenfield Water Reclamation Plant 4400 South Greenfield Road, Gilbert, AZ | 16,000 gallons and 4,000 gallons (separate tanks) |
| 10) COM 6 th Street Sulfide Control Station 210 East 6 th Street, Mesa, AZ | 16,000 gallons |
| 11) COM Falcon Well 5 Sulfide Control Station 3522 East University, Mesa, AZ | 16,000 gallons |
| 12) COM Florian at Ellsworth 9197 East Florian, Mesa, AZ | 16,000 gallons |

TECHNICAL SPECIFICATIONS

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|--|----------------|
| 13) COM Las Sendas 2702 North Sossaman Road, Mesa, AZ | 16,000 gallons |
| 14) COM Hermosa Vista Sulfide Control Station 4233 East Hermosa Vista Drive, Mesa, AZ | 6,000 gallons |
| 15) COM Lehi Crossing Sulfide Control Stations 2545 East Lehi Road, Mesa, AZ | 8,000 gallons |
| 16) COM Desert Place Sulfide Control Station 7119 E Elliot Road, Mesa, AZ | 16,000 gallons |
| 17) Crossroads Lift Station (Town of Gilbert) 2072 S. Greenfield Rd., Gilbert, AZ 85234 | 3,000 gallons |

- I. Approximate Annual Requirements: 1,845 anhydrous tons (City of Mesa – 1,500 anhydrous tons; Town of Gilbert – 345 anhydrous tons;)

4. ALUMINUM SULFATE, LIQUID

- A. The following is the minimum specification for Liquid Aluminum Sulfate:

- 1) Material shall be the purified type, meeting the American Water Works Association (AWWA) Standard B-403-03, latest revision. No heavy metal shall exceed 5 ppm in the liquid sample. The alum shall contain no material in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with aluminum sulfate.
- 2) The $Al_2(SO_4)_3 \cdot 14H_2O$ concentration shall be approximately 48% with up to 1% of free acid.
- 3) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site.
- 4) The City reserves the right to reject shipments that have crystallized or do not meet quality specifications.
- 5) A chemical analysis, which includes specific gravity and percent Al_2O_3 should be included with each shipment.
- 6) Contractor must provide a sample of not less than one (1) pint with each delivery in a container provided by the Contractor.
- 7) Product, i.e., Alum, shall not be of the "bauxite" type.

- B. The bid must be accompanied by an "Affidavit of Compliance" of the material that the supplier proposes to deliver.

- C. Bidder shall include with their bid the formula used to calculate dry weight from gallons/wet weight.

- D. Pricing to be per dry ton.

- E. Delivery:

- 1) Shipments shall be made in tank trucks, which will not degrade the Aluminum Sulfate.
- 2) The truck shall be self-unloading and be equipped with a 2" quick disconnect coupling.
- 3) Delivery shall be made within three (3) days of an order.
- 4) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

- F. Delivery locations and storage capacities are:

- 1) COM Brown Road Water Treatment Plant (BRWTP) – 30,000 gallons

TECHNICAL SPECIFICATIONS

7750 E Brown Rd - Mesa, AZ 85207

- 2) Greenway Water Treatment Plant (City of Peoria)
7300 W. Greenway Rd., Peoria, Arizona 85382
- G. Approximate Annual Requirements: 2,000 ton (dry wt. basis) (City of Mesa – 1,300 dry tons;
City of Peoria – 700 dry tons)

5. POWDERED ACTIVATED CARBON (PAC)

- A. The following is the minimum specification for Powdered Activated Carbon:
 - 1) The activated carbon must conform to American Water Works Association (AWWA) Standard B-600-05, latest edition, and will be of a type and quality suitable for use in water treatment, with the property of removing the objectionable tastes and odors caused by any organic or inorganic taste and odor producing bodies encountered in either raw or treated water supplies. Such material will be designated as water purification grade of activated carbon and will be supplied in powdered form.
 - 2) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site. The City reserves the right to reject shipments that do not meet quality specifications.
 - 3) A certified analysis giving fineness, apparent density, moisture content, tannin, iodine, and phenol adsorption value shall be submitted with the chemical bid. Failure of carbon to meet any of the following requirements shall be sufficient grounds for rejection of bid.
 - 4) The product must be manufactured in the United States.
 - 5) The product must be equal in performance to HydroDarco B as supplied by Norit Americas, Inc. (this is the most suitable type product that works in our type of source water treatment)
 - 6) The powdered activated (PAC) carbon shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water which has been treated properly with the P.A.C.
- B. Product Evaluation: The PAC will be evaluated by the following criteria:
 - 1) A one-pound sample of the tested PAC must be mailed or delivered to Mesa's Water Treatment Quality Control Laboratory for duplicate analyses to verify Vendor data by the bid opening date.
 - a) Deliver to:
COM Brown Road Water Treatment Plant
Attn: BRWTP Operations Supervisor
7750 E. Brown Road - Mesa, AZ 85207
 - b) Be sure the package is clearly labeled as PAC Sample and include your vendor name and address.
 - c) Samples not received by the bid opening date may be disqualified.
 - 2) It is to be finely ground to obtain a high degree of suspendability in water and must have a proven high capacity of absorption of Geosmin, Methylisoborneol (MIB) and other organics that cause taste and odors in water supplies.
 - 3) Methods of analysis shall be methods as given in the latest edition of American Water Works Association (AWWA) B-600-05, Standard for Powdered Activated Carbon.
 - a) American Water Works Association (AWWA) Standards:
 - 1) Tannin value, ppm 350 maximum
 - 2) Moisture, % as packed 8 maximum
 - 3) Mesh size % thru 100 mesh (150 microns) 99 minimum
% thru 200 mesh (75 microns) 95 minimum

TECHNICAL SPECIFICATIONS

% thru 325 mesh (45 microns) 90 minimum

- 4) Density: The carbon shall be in powdered form and of such characteristics that it will readily wet down and go into suspension. It must not settle too rapidly yet must not have tendency to float on the surface of water to which it is applied. Weight per cubic foot.
 - 5) Sufficient NSF approved orthophosphate must be added to the Powdered Activated Carbon to eliminate scaling on chemical feed equipment.
- 4) Dose Response Curve
- a) A report of experimental data completed within the last three (3) years by a qualified laboratory must be submitted with the bid package.
 - b) The data shall include the percent removal of Methylisoborneol (MIB) and Geosmin in organic free water without the use of coagulants, PAC contact time(s) and dosages.
 - c) The City will use the data submitted to determine the dose-response curves and performance indicators.
- C. Pricing to be per dry pound.
- D. Delivery:
- 1) Shipments shall be made in trucks which do not degrade the PAC.
 - 2) The truck shall be self-unloading and be equipped with a 4" quick disconnect coupling.
 - 3) Delivery shall be made within fifteen (15) days of an order.
 - 4) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 5) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- E. Delivery locations and storage capacities are:
- 1) COM Brown Road Water Treatment Plant (BRWTP) 80,000 pounds
7750 E Brown Rd - Mesa, AZ 85207
- F. Approximate Annual Requirements: 520,000 lbs. (dry wt. basis).

6. SODIUM CHLORITE 25%, LIQUID

- A. The following is the minimum specifications for Sodium Chlorite:
- 1) The material shall meet the American Water Works Association (AWWA) Standard B-303-05, and be NSF approved.
 - 2) Properties of the Sodium Chlorite must meet the following:

| | |
|---|-------------|
| a) Sodium Chlorite | 315 g/l |
| b) By weight active Chlorite | Min. 25% |
| c) Sodium Nitrate or Sodium Chloride | Max. 5% |
| d) Chlorate content | <0.5% |
| e) Inerts (sodium salts) | Max. 1% |
| f) Arsenic | Max. 0.003% |
| g) Water (approximately) | 69% |
| h) Total alkalinity (maximum as CaCO ₃) | 13,000 mg/l |
| i) Silicate | <0.002% |
| j) Density: approximately 10.35 lbs. per gallon at 68 F | |
| k) The pH shall be strongly alkaline | |

TECHNICAL SPECIFICATIONS

- l) Appearance shall be clear with a slight yellow color.
- m) The material will be stable indefinitely when stored as an alkaline stock solution.
- 3) The sodium chlorite must not contain inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the chemical.
- B. The bid must be accompanied by an analysis of the material that the supplier proposes to deliver.
- C. The successful bidder must not deliver any material, which causes plugging of the chlorine dioxide generator. If such material is delivered the supplier will forfeit the bid for the remainder of the contract and the next lowest bidder will be selected. The material causing the generator to plug may be removed at the expense of the contractor.
- D. Pricing to be per wet ton.
- E. Delivery:
 - 1) Shipment must be made in stainless steel, or other suitable material tank trucks, which do not degrade the material in any way.
 - 2) The truck shall be self-unloading and be equipped with a 2" quick disconnect coupling.
 - 3) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 4) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
 - 5) Delivery shall be made within seven (7) days of an order.
- F. Delivery locations and storage capacities are:
 - 1) COM Brown Road Water Treatment Plant (BRWTP) 13,000 gallons
7750 E Brown Road - Mesa, AZ 85207
- G. Approximate Annual Requirements: 310 wet tons

7. CHLORINE 100%, LIQUID - (1 TON CONTAINER)

- A. The following is the minimum specifications for Liquid Chlorine.
 - 1) The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.
 - 2) The chlorine will be 99.5 percent pure by volume.
 - a) General: The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.
 - b) Moisture: The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight.
 - c) Heavy metals: The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.
 - d) Lead shall not exceed 10 ppm (0.001 percent) reported as lead.
 - e) Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.
 - f) Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.
 - g) Nonvolatile residue: The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank

TECHNICAL SPECIFICATIONS

trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

h) Carbon tetrachloride: Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

i) Trihalomethanes: Trihalomethanes shall not exceed 300 ppm (0.030 percent).

B. Awarded Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

- 1) The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:
 - a) Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.
 - b) Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.
 - c) One-hundred (100) pounds chlorine-absorbing chemical, such as soda ash, sodium thiosulphate, etc.
- 2) The supplier shall include with the bid an "Affidavit of Compliance" stating that the chlorine complies with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analyses of the liquid chlorine.

C. Containers:

- 1) Any ton containers which show signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.
- 2) Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.
- 3) The Contractor(s) shall be responsible for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, at his own expense except the in cases where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.
- 4) Procedures for the removal and disposal of defective or leaking cylinders or containers shall be approved by the City of Mesa Fire Department.

D. Pricing to be per ton.

E. Delivery:

- 1) Each chlorine delivery at the Brown Road Water Treatment Plant (BRWTP) shall be made with ten (10) cylinders maximum. This is due to safety concerns encountered during loading and unloading of cylinders. There will be no exceptions unless the delivery trucks are smaller or larger than the size, which holds 12 cylinders. The trucks must make full truckload deliveries.
- 2) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- 4) Delivery shall be made within three (3) days of an order.

TECHNICAL SPECIFICATIONS

F. Delivery locations and storage capacities are:

- | | |
|--|------------|
| 1) COM Brown Road Water Treatment Plant (BRWTP) 7750 E Brown Road - Mesa, AZ 85207 | 14 Tons |
| 2) North Water Treatment Plant (NWTP) (Town of Gilbert) 2865 E Guadalupe Rd., Gilbert, AZ 85234 Town of Gilbert delivery hours: 6:00 AM and 2:30 PM, Mon – Fri | 12 Tons |
| 3) Cholla Water Treatment Plant (City of Glendale) 4805 W. Cholla Street, Glendale, AZ 85304 | 12,000 lbs |
| 4) Pyramid Peak Water Treatment Plant (City of Glendale) 28101 N. 63 rd Ave., Phoenix, AZ 85083 | 12,000 lbs |

G. Approximate Annual Requirements: 521 Tons (City of Mesa – 270 tons; Town of Gilbert – 96 tons; City of Glendale – 155 tons)

8. HYDROFLUOROSILICIC ACID

A. The following is the minimum specifications for Fluorosilicic Acid:

- 1) Fluorosilicic Acid shall be free of heavy metals for treatment of potable water supplies. Product shall contain no impurities capable of producing ill effects on the health of those consuming water that has been treated properly and be NSF approved.
- 2) Fluorosilicic Acid at 24.5%, +/-1% (need consistency in delivery) as determined by lab analysis, to meet American Water Works Association (AWWA) Standard B703-06, latest revision.
 - a) The Fluorosilicic Acid solution supplied under these provisions and specifications shall be clean and free from all dirt, wood, and particulate matter which could cause pumping failure; shall meet the requirements of American Water Works Association (AWWA) B703-06 and Water Chemical Codex, as last revised; and shall be furnished as specified.
 - b) The maximum concentration of the chemical elements; arsenic, cadmium, chromium, copper, nickel, and lead shall not exceed 200 milligrams per liter as individual elemental concentrations of 1,200 milligrams per liter collectively.
 - c) Inorganic impurities shall be determined by the procedures described in the "heavy metals" sections of the latest edition of Standard Methods for the Examination of Water and Wastewater or in the manual of Methods for Chemical Analysis of Water and Wastes, as last revised, published by the United States Environmental Protection Agency.
- 3) Contractor must provide a sample of not less than one (1) pint with each delivery in a container provided by the contractor.
 - a) The City reserves the right to reject shipments that do not meet quality specifications.
 - b) "A CERTIFICATE OF ACCURATE ANALYSIS (PRODUCT CONCENTRATION LEVEL), SPECIFIC TO EACH DELIVERY, MUST ACCOMPANY EACH AND EVERY DELIVERY RESULTING FROM THIS INVITATION FOR BID."
 - c) The City of Mesa will notify the Contractor when a shipment of Fluorosilicic Acid as specified herein has failed to meet the requirements of 24.5% +/-1%.
 - d) The samples will be stored by the City in a cool dry place for not more than thirty (30) calendar days after notifying the Contractor of the results of the testing.

TECHNICAL SPECIFICATIONS

- e) The samples will be tested for compliance with the Fluorosilicic Acid content, using the hydrogen titration method, as specified in Section 5.2 of American Water Works Association (AWWA) B703-06.
 - f) Material of questionable quality will be analyzed by an independent laboratory. If it does not meet the specifications the supplier will be required to remit payment to the laboratory for the analysis and remove the rejected material from the plant site.
- B. Bid price offered shall be based on price per pound 100% dry weight equivalent.
- 1) Bidder shall include with their bid their formula used to calculate dry weight from: gallons/wet weight.
- C. Tank Trailer and Truck Tractor
- 1) The truck tractor and tank trailer utilized for shipment of the Fluorosilicic Acid shall be in good condition and shall conform to all Federal, State, County, and city regulatory requirements as to licensing, dimensions, weights, safety, and all other particulars.
 - 2) Tank trailer and appurtenant valves and fittings for delivery and handling Fluorosilicic Acid shall conform to the requirements of the Department of Transportation and Bureau of Explosives.
 - 3) The Contractor's driver shall be responsible for the off-loading of the solution into the City's facility. The driver shall be experienced in the transfer procedures and requirements for this type material, and completely knowledgeable in the application of any emergency procedures required during operation.
- D. Unloading
- 1) The City shall provide, at the delivery addresses, a stationary receiving tank for storage of Fluorosilicic Acid. The supplier shall provide necessary piping and/or hose to permit transfer of the Fluorosilicic Acid from the tank trailer to the stationary receiving tanks. The transfer of the Fluorosilicic Acid from the tank trailer to the receiving tank will be performed by the supplier. The Contractor's tank trucks shall have transfer equipment with a capacity that will complete the transfer of material within a three (3) hour period without the need for City assistance or equipment.
 - 2) In no case shall demurrage be charged to the City. The Contractor shall be familiar with the unloading facilities at the delivery points set forth herein, either by personal inspection or by contacting the appropriate City of Mesa personnel.
 - 3) It shall be the responsibility of the Contractor to provide all equipment and supplies necessary for the unloading. Unloading connections to be compatible with 2-inch "cam-lever" coupling (quick coupling) or 2" flange; air padding supplied with unloading.
- E. Pricing to be per dry ton.
- F. Deliveries
- 1) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
 - 3) Deliveries shall be made within fifteen (15) days of an order.
- G. Delivery locations and storage capacities are:
- 1) COM Brown Road Water Treatment Plant (BRWTP) 13,000 gallons
7750 E Brown Road - Mesa, AZ 85207
- H. Approximate Annual Requirements: 40 tons (dry)

TECHNICAL SPECIFICATIONS

9. CATIONIC POLYMER, LIQUID: CLARIFLOC C-308P OR APPROVED EQUAL:

- A. The following is the minimum specification for cationic polymer:
- 1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.
 - 2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.
 - 3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.
 - 4) The polymer must be resistant to Potassium Permanganate and Chlorine oxidation.
 - 5) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.
- B. Minimum Vendor Qualifications:
- 1) The bidder must have been in the business of water treatment polymer manufacturing for at least ten (10) years and must provide technical support in laboratory jar tests and plant testing as required.
- C. Pricing to be per pound NEAT.
- D. Deliveries
- 1) The material is to be delivered in bulk truckloads as the City requests. Shipments shall be made in tank trucks, which will not degrade the polymer. The trucks shall be self-unloading and equipped with a 2" quick disconnect coupling.
 - 2) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
 - 4) Delivery shall be made within seven (7) days of an order.
- E. Delivery locations and storage capacities are:
- 1) COM Brown Road Water Treatment Plant (BRWTP) 11,800 gallons
7750 E Brown Road - Mesa, AZ 85207
- F. Approximate Annual Requirements: 160,000 lbs. NEAT

10. CATIONIC POLYMER, LIQUID: CLARIFLOC 6215 POLYMER OR APPROVED EQUAL

- A. The following is the minimum specification for "L" polymer:
- 1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.
 - 2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.
 - 3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.
 - 4) The polymer must be resistant to Potassium Permanganate and Chlorine oxidation.
 - 5) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

TECHNICAL SPECIFICATIONS

B. Minimum Vendor Qualifications:

- 1) The bidder must have been in the business of water treatment polymer manufacturing for at least ten (10) years and must provide technical support in laboratory jar tests and plant testing as required.

C. Pricing to be per pound NEAT.

D. Deliveries

- 1) The material is to be delivered in 275 gal totes or bulk truckloads as the City requests. Shipments shall be made in enclosed tractor trailers or tank trucks, which will not degrade the polymer. The bulk trucks shall be self-unloading and equipped with a 2" quick disconnect coupling.
- 2) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 3) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- 4) Delivery shall be made within seven (7) days of an order.

E. Delivery locations and storage capacities are:

- 1) COM Brown Road Water Treatment Plant (BRWTP) 275 gallon totes ONLY
7750 E Brown Road - Mesa, AZ 85207

F. Approximate Annual Requirements: 8,000 lbs NEAT.

11. SODIUM BISULFITE, 40%

A. The following are minimum specifications for Sodium Bisulfite.

- 1) Sodium Bisulfite (NaHSO₃) concentration - 37 to 41%.
- 2) Sulfur Dioxide content - 22.8 to 25.3%.
- 3) pH - 3 to 5.
- 4) Specific Gravity - 1.299 to 1.337
- 5) Solution shall not contain particulates or organic contamination in amounts able to accumulate on inlet strainers with 1/32 inch perforations.
- 6) Heavy metals – less than 100 ppm

B. Pricing to be per gallon.

C. Deliveries

- 1) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- 3) Delivery hoses require 2" female quick disconnect.
- 4) Minimum delivery shall be 300 gallons.
- 5) Delivery shall be made within five (5) days of an order.

D. Delivery locations and storage capacities are:

- 1) COM Southeast Water Reclamation Plant 750 gallons Max Storage
6308 E. Baseline Road, Mesa, AZ
- 2) West Area Water Reclamation Facility (City of Glendale) 1,000 gallons (bulk) load
5901 N. Glen Harbor Blvd., Glendale, AZ 85307

E. Approximate annual requirements are 19,500 gallons (City of Mesa – 4,100 gallons; City of Glendale – 15,400 gallons)

TECHNICAL SPECIFICATIONS

12. CALCIUM NITRATE (AQUEOUS SOLUTION)

- A. The following are minimum specification for Calcium Nitrate (aqueous solution):
- 1) City of Mesa sulfide control stations are operated and maintained by City staff. However, the supplier of calcium nitrate solution must be able to provide technical assistance pertaining to delivered product within forty-eight (48) hours of notification.
 - 2) The calcium nitrate will be used to remove hydrogen sulfide from wastewater.
 - 3) The calcium nitrate will utilize and enhance naturally occurring biochemical processes to facilitate hydrogen sulfide control and will be free of any odor producing compounds.
 - 4) The calcium nitrate supplied shall be a chemically stable aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon with a pH no greater than 9.0 and no less than 4.0.
 - 5) The calcium nitrate shall be compatible with chemical storage and feed equipment constructed of any of the following materials:
 - a) PVC
 - b) Stainless steel
 - c) Polypropylene
- B. Unit price will be made in gallons delivered.
- C. Include the following information with bid:
- 1) Material Safety Data Sheet of material (MSDS)
 - 2) A list of distribution points of material
- D. Delivery:
- 1) The Calcium Nitrate must be delivered to any of four Sulfide Control Stations located in Mesa on an "as needed" basis.
 - 2) The material shall be delivered, stored, and dosed, into the sanitary sewer using standard liquid-phase chemical handling procedures and feed equipment.
 - 3) The supplier must be capable of safely delivering product in quantities of 500 to 4,000 gallons into the owner's storage tanks within five (5) days of order placement.
 - 4) The material shall be delivered by tanker truck and shall be exempt from Federal DOT placard requirements.
 - 5) Deliveries are to be made on weekdays at a specified time designated by the City. No deliveries will be accepted on weekends or City holidays. Deliveries must arrive with sufficient time to unload before 3:00 p.m. M.S.T. The contractor shall supply all necessary hose and leak-proof fittings.
- E. Delivery locations and storage capacities are:
- | | |
|---|-------------|
| 1) COM Granite Mountain Sulfide Control Station 8747 East Regina, Mesa, AZ | 800 gallons |
| 2) COM Rainier Sulfide Control Station 4341 North Rainier Circle, Mesa, AZ | 800 gallons |
| 3) COM Vanguard Sulfide Control Station 6718 East Vanguard Street, Mesa, AZ | 800 gallons |
| 4) COM Eagle Crest Sulfide Control Station 7280 East Eagle Crest Drive, Mesa, AZ | 800 gallons |
- F. The approximate first year requirements are 3,500 gallons.

TECHNICAL SPECIFICATIONS

13. HYDROCHLORIC ACID 31%-35%, (300 – 400 gallon totes)

A. The following are minimum specifications for Hydrochloric Acid.

- 1) HCl content – 31.45 to 35.21 %
- 2) Specific Gravity – 1.16 to 1.18
- 3) Iron – less than 10 ppm
- 4) Dissolved Organic Matter – less than 100 ppm
- 5) Free Halogens – less than 30 ppm
- 6) Non-volatile residue – less than 300 ppm

B. Pricing to be per gallon.

C. Deliveries

- 1) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- 3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

- 1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ
- 2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ
- 3) COM Greenfield Water Reclamation Plant
4400 S. Greenfield Road, Gilbert, AZ
- 4) Mohave County – Golden Valley Improvement District, Well No. 2
1506 S. Teddy Roosevelt Road, Golden Valley, AZ 86413
- 5) Beardsley Water Reclamation Facility (City of Peoria)
19980 N. 111th Ave., Peoria, Arizona 85382

E. Approximate annual usage is 5,493 gallons (City of Mesa – 3,000 gallons; Mohave County – 1,200 gallons; City of Peoria – 1,293 gallons)

14. HYDROCHLORIC ACID 31%-35%, 500# Drum

A. The following are minimum specifications for Hydrochloric Acid.

- 1) HCl content – 31.45 to 35.21 %
- 2) Specific Gravity – 1.16 to 1.18
- 3) Iron – less than 10 ppm
- 4) Dissolved Organic Matter – less than 100 ppm
- 5) Free Halogens – less than 30 ppm
- 6) Non-volatile residue – less than 300 ppm

B. Pricing to be per pound.

C. Deliveries

- 1) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.

TECHNICAL SPECIFICATIONS

- 3) Delivery shall be made within five (5) days of an order.
 - D. Delivery locations:
 - 1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ
 - 2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ
 - 3) Marana High School
12000 W. Emigh
Tucson, AZ 85743
 - E. Approximate annual usage is 4,500 pounds. (City of Mesa – 3,000 pounds; Marana USD 1500 pounds;)
- 15. SALT – COURSE CRYSTAL, SOLAR DRIED – BLOWN IN**
- A. The following are minimum specifications for Course Crystal Solar Dried Salt.
 - 1) Salt must contain no organic binders (salt pellets are not acceptable).
 - 2) Percentage NaCl by weight:
 - a) Dry basis 96.3% minimum
 - b) Wet 93.3% minimum
 - 3) Calcium Sulfate 0.30% maximum
 - 4) Magnesium Chloride 0.06% maximum
 - 5) Calcium Chloride 0.10% maximum
 - 6) Magnesium Sulfate 0.02% maximum
 - 7) Insolubles 0.10% maximum
 - 8) Moisture (as H₂O) 3.00% maximum
 - 9) Lead 0.0007% maximum
 - 10) Copper 0.0003% maximum
 - 11) Iron (as Fe) 0.002% maximum
 - 12) Fluoride 0.01% maximum
 - B. Pricing to be per ton.
 - C. Deliveries:
 - 1) Salt must be delivered by truck and blown into the storage tank.
 - 2) Average delivery ranges from 5,000 pounds to 10,000 pounds depending on the site.
 - 3) Product shall be delivered within one (1) working day of product request.
 - 4) An MSDS sheet shall be supplied with each delivery.
 - 5) Deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday.
 - 6) A 30 minute notification will be required prior to delivery arriving on-site.
 - D. Delivery locations and storage capacities:
 - 1) COM Greenfield Water Reclamation Plant 25 ton
4400 S. Greenfield Road, Gilbert, AZ

TECHNICAL SPECIFICATIONS

- 2) COM Brooks Pump Station 5 ton
310 S Brooks, Mesa, AZ 85201
- 3) COM Pasadena Pump Station 5 ton
601 N Pasadena, Mesa, AZ 85201
- 4) COM Lindsay Pump Station 5 ton
3130 E Adobe, Mesa, AZ 85201

E. Approximate annual usage is 130 tons.

16. SALT – COURSE, BAGGED, 50# BAGS

A. Water Softener Crystals, solar dried, coarse, bagged, large irregular size crystals, 99.9% purity with minimum fine size particles.

B. Pricing to be per each 50# bag.

C. Deliveries:

- 1) An MSDS sheet shall be supplied with each delivery.
- 2) Deliveries shall be made between 7:30 a.m. and 3:00 p.m., Monday through Friday.
- 3) Delivery shall be made within five (5) days of an order.

D. Delivery locations:

- 1) COM Northwest Water Reclamation Plant
960 N. Riverview, Mesa, AZ
- 2) COM Southeast Water Reclamation Plant
6308 E. Baseline Road, Mesa, AZ
- 3) COM Greenfield Water Reclamation Plant
4400 S. Greenfield Road, Gilbert, AZ
- 4) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201
- 5) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

E. Approximate annual usage is 83,750 pounds /1,675 (50#) bags.

17. SODIUM HYDROXIDE 50%, LIQUID (CAUSTIC SODA) – 700# DRUM

A. The following is the minimum specifications for Caustic Soda/Sodium Hydroxide (NaOH 50% Liquid Solution):

- 1) The material is to meet the American Water Works Association (AWWA) Standard B501-80, latest revision.
- 2) The material shall contain approximately 50% \pm 1 Sodium Hydroxide (NaOH)
- 3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.
- 4) The supplier must provide an "Affidavit of Compliance" that the material complies with the American Water Works Association (AWWA) B501-80 standard.

B. Pricing to be per pound.

TECHNICAL SPECIFICATIONS

C. Deliveries

- 1) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
- 3) Delivery shall be within fifteen (15) days of an order.

D. Delivery locations:

- 1) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201
- 2) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207

E. Approximate Annual Requirements: 35,000 lbs.

18 & 19. CHLORINE, LIQUID – 95# and 150# CYLINDERS

A. The following is the minimum specifications for Liquid Chlorine in both 95# and 150# Cylinders.

- 1) The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.
- 2) The chlorine will be 99.5 percent pure by volume.
 - a) General: The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.
 - b) Moisture: The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight.
 - c) Heavy metals: The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.
 - d) Lead shall not exceed 10 ppm (0.001 percent) reported as lead.
 - e) Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.
 - f) Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.
 - g) Nonvolatile residue: The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.
 - h) Carbon tetrachloride: Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.
 - i) Trihalomethanes: Trihalomethanes shall not exceed 300 ppm (0.030 percent).
- 3) A new lead gasket shall be provided with each cylinder.

B. Awarded Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:

- 1) The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:

TECHNICAL SPECIFICATIONS

- a) Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.
 - b) Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.
 - c) One-hundred (100) pounds chlorine-absorbing chemical, such as soda ash, sodium thiosulphate, etc.
- C. Any container which show signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.
- D. Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.
- E. The Contractor(s) shall be responsible for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, at his own expense except the in cases where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.
- F. Procedures for the removal and disposal of defective or leaking cylinders or containers shall be approved by the City of Mesa Fire Department.
- G. The supplier shall include with the bid an "Affidavit of Compliance" stating that the chlorine complies with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analyses of the liquid chlorine.
- H. Pricing to be per each cylinder.
- I. Deliveries.
- 1) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 2) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified.
 - 3) Delivery shall be within fifteen (15) days of an order for City of Mesa deliveries and five (5) days of an order for Peoria USD #11.
- J. Delivery locations:
- 1) COM Materials and Supply
316 E. 6th Street, Mesa, AZ 85201
 - 2) COM Materials and Supply
7041 E. Adobe, Mesa, AZ 85207
 - 3) Ironwood High School (Peoria Unified School District #11
6051 W. Sweetwater Ave.
Glendale, AZ 85304
 - 4) Cactus High School (Peoria Unified School District #11)
6330 W. Greenway Rd.
Glendale, AZ 85306
 - 5) Cholla Water Treatment Plant (City of Glendale)
4805 W. Cholla Street
Glendale, AZ 85304
 - 6) Field Ops Water Production (GWWTP) (City of Peoria)
7300 W. Greenway Rd., Peoria, Arizona 85382

TECHNICAL SPECIFICATIONS

K. Approximate Annual Requirements:

- 1) 140 each 95# Liquid Chlorine Cylinders (City of Mesa)
- 2) 1,561 each 150# Liquid Chlorine Cylinders (City of Mesa – 670 each; Peoria Unified School District #11- 60 each; City of Glendale – 420 each; City of Peoria – 411 each)

20. SODIUM BICARBONATE, 99% – 50# BAG

- A. Pricing to be per each 50 # bag.
- B. Material Safety Data sheets (MSDS) will be provided with each delivery
- C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
- D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
 - 2) City of Sierra Vista
2900 Martin Luther King Drive
Sierra Vista, AZ 85635
 - 3) Marana High School
12000 W. Emigh
Tucson, AZ 85743
 - 4) Ironwood High School (Peoria Unified School District #11)
6051 W. Sweetwater Ave.
Glendale, AZ 85304
 - 5) Cactus High School (Peoria Unified School District #11)
6330 W. Greenway Rd.
Glendale, AZ 85306
- E. Approximate Quantity shipped per Order: 1 pallet (49 bags)
- F. Approximate Annual Requirements: 3,762 (50#) bags per year (City of Mesa – 3,430 bags; City of Sierra Vista – 20 bags; Marana USD – 18 bags; Peoria USD #11 – 294 bags)

21. BROMINE TABLETS, 96% – 50# PAIL

- A. Pricing to be per each 50 # pail.
- B. Material Safety Data sheets (MSDS) will be provided with each delivery
- C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
- D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
- E. Approximate Quantity shipped per Order: 1 pallet (30 pails)
- F. Approximate Annual Requirements: 30 (50#) Pails per year.

TECHNICAL SPECIFICATIONS

- 22. SODIUM BISULFATE, ANHYDROUS 91-94% (DRY ACID) – 50# BAG**
- A. Pricing to be per each 50 # bag.
 - B. Material Safety Data sheets (MSDS) will be provided with each delivery
 - C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
 - D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
 - E. Approximate Quantity shipped per Order: 1 pallet (40 bags)
 - F. Approximate Annual Requirements: 240 (50#) Bags per year.
- 23. POTASSIUM MONOPERSULFATE 86-96% (NON-CHLORINE SHOCK) – 50# BAG**
- A. Pricing to be per each 50 # bag.
 - B. Material Safety Data sheets (MSDS) will be provided with each delivery
 - C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
 - D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
 - E. Approximate Quantity shipped per Order: 1 pallet (40 bags)
 - F. Approximate Annual Requirements: 200 (50#) Bags per year.
- 24. SODIUM THIOSULFATE (CHLOR OUT) – 25# PAIL**
- A. Pricing to be per each 25 # Pail.
 - B. Material Safety Data sheets (MSDS) will be provided with each delivery
 - C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
 - D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
 - E. Approximate Quantity shipped per Order: 1 pallet (20 Pails)
 - F. Approximate Annual Requirements: 48 (25#) Pails per year.
- 25. SODIUM HYPOCHLORITE 13% (CHLORINE BLEACH) – 15 GALLON DRUM**
- A. Pricing to be per each 15 gallon drum.
 - B. Material Safety Data sheets (MSDS) will be provided with each delivery
 - C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
 - D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207

TECHNICAL SPECIFICATIONS

2) Marana High School
12000 W. Emigh
Tucson, AZ 85743

- E. Approximate Quantity shipped per Order: 4 drums
- F. Approximate Annual Requirements: 286 (15 gallon) Drums per year (City of Mesa – 100 drums; Marana USD – 186 drums)

26. HYDROGEN CHLORIDE 31% (MURIATIC ACID) – 4 X 1 GALLON JUG /CRATE

- A. Pricing to be per gallon.
- B. Material Safety Data sheets (MSDS) will be provided with each delivery
- C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
- D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
 - 2) City of Sierra Vista
2900 Martin Luther King Drive
Sierra Vista, AZ 85635
 - 3) Marana High School
12000 W. Emigh
Tucson, AZ 85743
- E. Approximate Quantity shipped per Order: 4 crates
- F. Approximate Annual Requirements: 2,700 gallons per year (City of Mesa – 200 gallons; City of Sierra Vista – 2,000 gallons; Marana USD – 500 gallons)

27. TAYLOR REAGENTS – .75 OZ BOTTLE

- A. Pricing to be per each .75 OZ bottle.
- B. Material Safety Data sheets (MSDS) will be provided with each delivery.
- C. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Fri, unless otherwise specified.
- D. Delivery shall be made to the location(s) contained herein within fifteen (15) days of an order.
 - 1) COM Parks & Recreation
6945 East Decatur, Mesa, AZ 85207
- E. Approximate Quantity shipped per Order: 1 box (20 bottles) of each Reagent.
- F. Approximate Annual Requirements: 500 bottles per year of each of the following Reagents:
 - 1) Taylor DPD Solution #1 / R-0001-A - 3/4 Oz. No substitutes will be allowed.
 - 2) Taylor DPD Solution #2 / R-0002-A - 3/4 Oz. No substitutes will be allowed.
 - 3) Taylor pH Indicator #4 / R-0004-A - 3/4 Oz. No substitutes will be allowed.
 - 4) Taylor Thiosulfate #7 / R-0007-A - 3/4 Oz. No substitutes will be allowed.
 - 5) Taylor Total Alkalinity #8 / R-0008-A - 3/4 Oz. No substitutes will be allowed.
 - 6) Taylor Sulfuric Acid #9 / R-0009-A - 3/4 Oz. No substitutes will be allowed.

TECHNICAL SPECIFICATIONS

- 7) Taylor Calcium Buffer #10 / R-0010-A - 3/4 Oz. No substitutes will be allowed.
- 8) Taylor Calcium Indicator #11 / R-0011L-A - 3/4 Oz. No substitutes will be allowed.
- 9) Taylor Hardness Reagent #12 / R0012-A - 3/4 Oz. No substitutes will be allowed.

28. FERROUS CHLORIDE, 32.9% LIQUID SOLUTION

- A. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Thursday, unless otherwise specified.
- B. Delivery shall be made to the location(s) contained herein within 7-10 business days of an order.
 - 1) Town of Queen Creek
20614 E. Ocotillo Road
Queen Creek, AZ 85142
 - 2) Town of Queen Creek
18145 E. Swan Drive
Queen Creek, AZ 85142
- C. Pricing to be per gallon.
- D. Material Safety Data sheets (MSDS) will be provided with each delivery
- E. Approximate Quantity shipped per Order: 4500+- gallons or bulk tank
- F. Approximate Annual Requirements: 20,000 gallons per year.
- G. Delivery: Bulk
- H. Performance and/or Quality Requirements: 32.9% liquid solution

29. 1" TRICHLOR TABLETS

- A. Deliveries shall be between the hours of 7:00 AM and 1:00 PM, Mon – Thursday, unless otherwise specified.
- B. Delivery shall be made to the location(s) contained herein within 7-14 business days of an order.
 - 1) Town of Queen Creek
20080 E. Chandler Heights Road
Queen Creek, AZ 85142
 - 2) Marana High School
12000 W. Emigh
Tucson, AZ 85743
- C. Pricing to be per lbs.
- D. Material Safety Data sheets (MSDS) will be provided with each delivery
- E. Approximate Quantity shipped per Order: 12,000 lbs. or 8 pallets
- F. Approximate Annual Requirements: 25,330 pounds (Town of Queen Creek – 25,000 pounds; Marana USD – 330 pounds)
- G. Delivery: 55 pound pail

TECHNICAL SPECIFICATIONS

H. Performance and/or Quality Requirements: 99% trichloroisocyanuric acid, minimum 90% available chlorine.

30. SODIUM HYDROXIDE (CAUSTIC SODA), 50%

A. The following is the minimum specification for Caustic Soda:

- 1) The material is to meet the American Water Works Association (AWWA) Standard B501-03, latest revision.
- 2) The material shall contain approximately $50\% \pm 1$ Sodium Hydroxide (NaOH).
- 3) The sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

B. Bidder shall include with bid the formula used to calculate dry weight from gallons/wet weight.

C. Pricing to be per gallon.

D. Delivery:

- 1) The trucks shall be self-unloading and be equipped with delivery hoses with 1 1/2" female quick disconnects.
- 2) Shipments shall be made in tank trucks that do not degrade the Caustic Soda.
- 3) Material Safety Data sheets (MSDS) will be provided with each delivery.
- 4) Deliveries shall be between the hours of 7:30 AM and 3:00 PM, Mon – Fri, unless otherwise specified
- 5) Delivery required within five (5) days of placing order.

E. Delivery locations and storage capacities:

- | | |
|---|-------------|
| 1) Ironwood High School (Peoria Unified School District #11) 6051 W. Sweetwater Ave. Glendale, AZ 85304 | 300 gallons |
| 2) Cactus High School (Peoria Unified School District #11) 6330 W. Greenway Rd. Glendale, AZ 85306 | 150 gallons |

F. Approximate Annual Requirements: 625 gallons

31. ANIONIC POLYMER, LIQUID: CLARIFLOC A-210P OR APPROVED EQUAL:

A. The following is the minimum specification for anionic polymer:

- 1) The polymer must function in the pH range of 7.5 to 8.2 and must not depress or elevate the pH of the finished water.
- 2) The polymer shall not have any chemical in it that would cause the water treated with the polymer to exceed any Safe Drinking Water Standards.
- 3) The polymer must be completely water-soluble and have a monomer content of less than 0.5%.
- 4) Polymer must conform to American Water Works Association (AWWA) Standard B453-06, latest edition.

B. Minimum Vendor Qualifications:

TECHNICAL SPECIFICATIONS

- 1) The bidder must have been in the business of water treatment polymer manufacturing for at least 10 years and must provide technical support in laboratory jar tests and plant testing as required.
- C. Pricing to be per pound NEAT.
- D. Deliveries:
- 1) The material is to be delivered in totes as the City requests. Shipments shall be made in enclosed tractor trailers, which will not degrade the polymer.
 - 2) Material Safety Data sheets (MSDS) will be provided with each delivery.
 - 3) Deliveries shall be between the hours of 6:00 AM and 2:30 PM, Mon – Fri, unless otherwise specified.
 - 4) Delivery shall be made within seven (7) days of an order.
- E. Delivery locations and storage capacities are:
- 1) North Water Treatment Plant (NWTP) (Town of Gilbert) 1 Tote Only
2865 E Guadalupe Road - Gilbert, AZ 85234
- F. Approximate Annual Requirements: 11,500 lbs. NEAT

COMPLIANCE QUESTIONNAIRE
(This form MUST be completed and submitted with bid)

1. **SODIUM HYDROXIDE (CAUSTIC SODA), 25% per SPECIFICATIONS:**
Material meets AWWA Standard B501-03, latest revision? Yes
Affidavit of Compliance attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
2. **SODIUM HYPOCHLORITE per SPECIFICATIONS:**
Chemical Analysis attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
3. **FERROUS CHLORIDE, LIQUID per SPECIFICATIONS:**
Chemical Analysis attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
4. **ALUMINUM SULFATE, LIQUID per SPECIFICATIONS:**
Material meets AWWA Standard B403-03, latest revision? Yes
Affidavit of Compliance attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
5. **POWDERED ACTIVATED CARBON (PAC) per SPECIFICATIONS:**
Material meets AWWA Standard B600-05, latest revision? Yes
Sample of offered PAC was delivered to BRWTP? Yes
Experimental Data report attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
6. **SODIUM CHLORITE 25%, LIQUID per SPECIFICATIONS:**
Material meets AWWA Standard B303-05, latest revision? Yes
Material is NSF approved? Yes
Chemical Analysis Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
7. **CHLORINE 100%, LIQUID (1 TON) per SPECIFICATIONS:**
Material meets AWWA Standard B301-04, latest revision? Yes
Affidavit of Compliance attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____

COMPLIANCE QUESTIONNAIRE
(This form MUST be completed and submitted with bid)

8. **HYDROFLUOROSILICIC ACID per SPECIFICATIONS:**
Material meets AWWA Standard B703-06, latest revision? Yes ___
Material meets Water Chemical Codex, latest revision? Yes ___
Material is NSF approved? Yes ___
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
9. **CATIONIC POLYMER, LIQUID: CLARIFLOC C-308P OR APPROVED EQUAL per SPECIFICATIONS:**
Material meets AWWA Standard B453-06, latest revision? Yes ___
Bidder meets Minimum Vendor Qualification? Yes ___
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
10. **CATIONIC POLYMER, LIQUID: CLARIFLOC 6215 OR APPROVED EQUAL per SPECIFICATIONS:**
Material meets AWWA Standard B453-06, latest revision? Yes ___
Bidder meets Minimum Vendor Qualification? Yes ___
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
11. **SODIUM BISULFITE 40% per SPECIFICATIONS:**
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
12. **CALCIUM NITRATE (AQUEOUS SOLUTION) per SPECIFICATIONS:**
MSDS provided? Yes ___
List of distribution points of material? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
13. **HYDROCHLORIC ACID 300 – 400 gallon totes per SPECIFICATIONS:**
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
14. **HYDROCHLORIC ACID 500# drums per SPECIFICATIONS:**
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
15. **SALT, COURSE, SOLAR DRIED, BLOWN IN per SPECIFICATIONS:**
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____
16. **SALT, COURSE, SOLAR DRIED, BAGGED per SPECIFICATIONS:**
MSDS provided? Yes ___
Delivery, as stated in Technical Specifications, can be met. Yes ___
If no, specify number of days for delivery: _____

COMPLIANCE QUESTIONNAIRE
(This form MUST be completed and submitted with bid)

17. **SODIUM HYDROXIDE 50%, LIQUID (CAUSTIC SODA) per SPECIFICATIONS:**
Material meets AWWA Standard B501-80, latest revision? Yes
Affidavit of Compliance attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
18. **CHLORINE LIQUID, 95# CYLINDERS per SPECIFICATIONS:**
Material meets AWWA Standard B301-04, latest revision? Yes
Affidavit of Compliance attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
19. **CHLORINE LIQUID, 150# CYLINDERS per SPECIFICATIONS:**
Material meets AWWA Standard B301-04, latest revision? Yes
Affidavit of Compliance attached? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
20. **SODIUM BICARBONATE 99% per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
21. **BROMINE TABLETS 96% per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
22. **SODIUM BISULFATE 91-94%, ANHYDROUS (DRY ACID) per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
23. **POTASSIUM MONOPERSULFATE 86-96% (NON-CHLORINE SHOCK) per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
24. **SODIUM THIOSULFATE (CHLOR OUT) per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
25. **SODIUM HYPOCHLORITE 13% (CHLORINE BLEACH) per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____

COMPLIANCE QUESTIONNAIRE
(This form MUST be completed and submitted with bid)

26. **HYDROGEN CHLORIDE 31% (MURIATIC ACID) per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
27. **TAYLOR REAGENTS per SPECIFICATIONS:**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
28. **FERROUS CHLORIDE**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
29. **1" TRICHLOR TABLETS**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
30. **SODIUM HYDROXIDE (CAUSTIC SODA), 50%**
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____
31. **ANIONIC POLYMER, LIQUID: CLARIFLOC A-210P OR APPROVED EQUAL per SPECIFICATIONS:**
Material meets AWWA Standard B453-06, latest revision? Yes
Bidder meets Minimum Vendor Qualification? Yes
MSDS provided? Yes
Delivery, as stated in Technical Specifications, can be met. Yes
If no, specify number of days for delivery: _____

FAILURE TO INCLUDE ALL DOCUMENTS WITH BID MAY BE CONSIDERED AN INCOMPLETE BID

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM:** July 1, 2014 through June 30, 2017.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2) One-Year renewals possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of three (3) years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Producer Price Index for Industrial Chemicals WPU0613, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

RESPONSE ELEMENTS

1. **BID SUBMISSION** - Submit a signed original along with five (5) copies of the bid in a sealed container and one electronic format on a CD or Thumb Drive.

DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Original and proper number of copies submitted (above)
- Bid container properly labeled
- Vendor Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included (Exhibit A)
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included
- Compliance Questionnaire completed and included

VENDOR QUESTIONNAIRE

| | |
|---|---|
| GENERAL | |
| Years in Business providing similar services: | 68 YEARS - INCLUDING RELATED COMPANIES |
| Number of employees at location serving this contract: | 10 |
| Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract. | |
| Firm/Government Agency Name: CITY OF PHOENIX | |
| Contact Person: BONNIE GONZALEZ | Phone: 602-262-7799 |
| Address: 251 W. WASHINGTON ST. PHOENIX, AZ. 85003 | Fax: 602-534-4726 |
| | E-Mail Address: BONNIE.GONZALEZ@PHOENIX.GOV |
| \$ Value of Work, Supplies/Services and Dates Provided: EXCESS OF 4 MILLION DOLLARS SOME YEARS CHLORINE TONS & 150 CYLINDERS 2006 - 2011 SODIUM HYPOCHLORITE 12.5 SODIUM HYDROXIDE 50% & 25% * NOW HAVE TON CONTACT & 150 CYLINDERS STARTED 4-2-14 \$ 200,000.00 | |
| Firm/Government Agency Name: CITY OF CHANDLER | |
| Contact Person: CAROLEE STEES | Phone: 480-782-2405 |
| Address: 175 S. ARIZONA AVE 3RD FLOOR CHANDLER, AZ 85225 | Fax: 480-782-2410 |
| | E-Mail Address: CAROLEE.STEES@CHANDLER.AZ.GOV |
| \$ Value of Work, Supplies/Services, and Dates Provided: CONTRACT # CHLORINE TONS & 150 16. CYLINDERS (MUI-985-2934) | |
| Firm/Government Agency Name: CITY OF GLENDALE | |
| Contact Person: VICTORIA JACKSON | Phone: 623-930-2867 |
| Address: 5850 W. GLENDALE AVE SUITE 317 GLENDALE, AZ. 85301 | Fax: |
| | E-Mail Address: VJACKSON@GLENDALE.AZ.COM |
| \$ Value of Work, Supplies/Services and Dates Provided: FURNISH 12.5 SODIUM HYPOCHLORITE TON CONTAINERS & 150 16. CYLINDERS OF CHLORINE - CHANDLER COOP. BID | |
| Vehicle/ Equipment Inventory which is available for this contract: SODIUM HYPOCHLORITE TANKERS, TRACTORS FLATTED TRAILERS FOR CHLORINE TONS & 150 16. CYLINDERS | |
| List any additions to equipment or personnel you anticipate if awarded this contract: ADD AN ADDITIONAL DRIVER PURCHASE AN ADDITIONAL TANKER FOR SODIUM HYPOCHLORITE DELIVERIES | |
| Vendor Name: DPC ENTERPRISES, L.P. | Date: 4-29-14 |

Resume For Chris Haupt

University Of Texas At El Paso Graduated August 1978 Degree BBA Business Administration

September 1978 – March 1985: Employed by SEC – Amerigas

Responsibilities: District Manager at Lubbock TX Promoted To Area Manager 1982.

In charge of Sales and Operations for West Texas.

March 1985 to Present: Employed by DPC (29 Years)

Responsibilities: Area Manager Responsibility for Sales and Operations (Chlorine Packaging Facilities
in Arizona and California)

VENDOR QUESTIONNAIRE

| | |
|--|---|
| | |
| | |
| Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract. | |
| Subcontractor Contact Name: <u>(NONE)</u> | Phone: _____ |
| Contractor License Type: _____ | Type/Number: _____ |
| Subcontractor Contact Name: _____ | Phone: _____ |
| Contractor License Type: _____ | Type/Number: _____ |
| Subcontractor Contact Name: _____ | Phone: _____ |
| Contractor License Type: _____ | Type/Number: _____ |
| List any other information which may be helpful in determining your qualifications for this contract: | |
| <p><u>DPC ENTERPRISES, L.P. HAS BEEN IN BUSINESS SEVERAL YEARS SELLING CHLORINE TOWS AND ISO 16. CYLINDERS, SODIUM HYPOCHLORITE AND CAUSTIC SODA. KNOW TO HAVE GREAT SERVICE & SAFE.</u></p> | |
| FINANCIAL | |
| Company Management: Provide names and years with the Company: | |
| President: DPC Enterprises, LP, by DPC Enterprises, GP, LLC, its general partner <u>R. C. Karm, President (35 years)</u> | |
| Controller: <u>Connie O'Guynn (13 years)</u> | |
| Contractor/Representative (Who would handle this account: submit resume with proposal): | |
| <u>Chris Haupt (29 years) WITH DPC ENTERPRISE & RELATED COMP.</u> | |
| Yearly sales volume at location serving this contract: _____ | |
| Banking References: <u>PLEASE SEE ATTACHED</u> | |
| Bank: _____ | Please refer to attached credit reference sheet for banking and credit information. |
| Location: _____ | |
| Officer: _____ | |
| Bank: _____ | |
| Location: _____ | |
| Officer: _____ | |
| Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers) | |

Vendor Name: DPC ENTERPRISES, L.P.

Date: 4-29-13

VENDOR QUESTIONNAIRE

| | |
|---|--|
| Firm/Government Agency Name: | |
| Contact Person: | Phone: |
| Address: | Fax: |
| | E-Mail Address: |
| Supplier of: | |
| Firm/Government Agency Name: | |
| Contact Person: | Phone: |
| Address: | Fax: |
| | E-Mail Address: |
| Supplier of: | |
| Firm/Government Agency Name: | |
| Contact Person: | Phone: |
| Address: | Fax: |
| | E-Mail Address: |
| Supplier of: | |
| Insurance: Provide name of insurance carriers that provide coverage for your company. | |
| Automobile: | Commerce & Industry Insurance Company |
| General/Contractor Liability: Workers Compensation: | Chartis Specialty Insurance Co. Granite State Insurance Co. |
| Bonding: | Liberty Mutual Insurance Co |

Vendor Name DPC ENTERPRISES, L.P. Date: 4-29-14

PRICING AND COMPENSATION

Offerors shall complete Excel spreadsheet entitled "2014241 EXHIBIT A PRICING AND COMPENSATION", and provide all requested information.

Vendor Name DPC ENTERPRISES, L.P.

Date: 4-29-14

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Water/Wastewater Treatment and Pool Chemicals to the City of Mesa and listed agencies at the price(s) stated below.

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|--|------------------|------------------------|---------------------------|---------------|
| 1 | Sodium Hypochlorite: 25% NaOCl (Caustic Soda) (Mesa-188,000 gallons, Peoria USD #11-525 gallons, Gilbert-9,000 gallons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31: _____ \$ Formula used to calculate dry weight from gallons/wet weight: _____ Manufacturer: _____ Product I.D.: _____ Delivery A/R: _____ | No Bid | 185,525 | gallon | No Bid |
| 2 | Sodium Hypochlorite (Beach): 12.5% NaOCl3 (Mesa-500,000 gallons, Biera Vista-2,500 gallons, City of Peoria-497,530 gallons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: 4,000 Gallons Less than Truck Load (LTL) Minimum Order Quantity: 500 Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31: _____ Manufacturer: DPC Enterprises, L.P. Product I.D.: DPMAX 12.5K Delivery A/R: 7-3 Day A/R | \$0.73 \$0.90 | 1,050,000 | gallon | \$ 785,521.80 |
| 3 | Ferrous Chloride, Liquid 27%-35%, FeCl2 (Mesa-1,500 tons, Gilbert-345 tons, Queen Creek-110 tons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31: _____ Formula used to calculate dry weight from gallons/wet weight: _____ Manufacturer: _____ Product I.D.: _____ Delivery A/R: _____ | No Bid | 1,955 | anhydrous 100% dry ton | No Bid |
| 4 | Aluminum Sulfate, Liquid 45% (Mesa-1,300 dry tons, City of Peoria-700 dry tons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31: _____ Formula used to calculate dry weight from gallons/wet weight: _____ Manufacturer: _____ Product I.D.: _____ Delivery A/R: _____ | No Bid | 2,000 | dry ton | No Bid |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|---------------|
| 5 | <p>Powdered Activated Carbon, PAC, Solid, 100% Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Dry Pounds Less than Truck Load (LTL) Minimum Order Quantity: _____ Dry Pounds Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ \$ LTL: _____ \$</p> <p>Delivered Packaging Size From the dose response curve Pounds of PAC to remove 80% of MIB in low dosages Pounds of PAC to remove 80% of Gasoline in low dosages Manufacturer: Product ID: Delivery APO:</p> | No Bid | 520,000 | dry pound | No Bid |
| 6 | <p>Sodium Chloride, Liquid, 25% NaOCl2 Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Wet Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Wet Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ \$ LTL: _____ \$</p> <p>Conversion formula to calculate wet ton from gallon</p> <p>Manufacturer: Product ID: Delivery APO:</p> | No Bid | 310 | wet ton | No Bid |
| 7 | <p>Chlorine, Liquid 100% (1 ton container) (less-270 tons; Gilbert-95 tons; City of Glendale-185 tons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ \$</p> <p>Manufacturer: Product ID: Delivery APO:</p> <p>Charge per day after free use: \$100 per day Limit Cylinder Change: \$3,200.00 Per Ton Cylinder Cylinder considered lost when how long? 300 Days Valve damage beyond repair: \$35.00 per Valve Label (Cap): \$300 per round Cap Manufacturer: Crestal Corporation Product ID: Chrome #131030 Delivery APO: 3-3 Day</p> | \$514.00 | 521 | ton | \$ 267,942.00 |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 12 | Calcium Nitrate (Aqueous Solution) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 3,500 | gallon | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |
| 13 | Hydrochloric Acid 31-35% Solution - Bulk Totes 300 - 400 Gallon (Mean 3,000 gallons; Mohave County-1,200 gallons; City of Peoria-1,200 gallons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 5,483 | gallon | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |
| 14 | Hydrochloric Acid 31-35% 300# Drum (Mean 3,000 lbs; Marana USD 1,600 lbs) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Pounds Less than Truck Load (LTL) Minimum Order Quantity: _____ Pounds Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 4,600 | pound | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 15 | Salt, Course Crystal, Solar Dried (Blow in) | No Bid | 130 | ton | No Bid |
| | Unit cost for Less than Truck Load Order: | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Tons | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons | FTL: \$ | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31: | LTL: \$ | | | |
| | Manufacturer: _____ | | | | |
| | Product I.D.: _____ | | | | |
| | Delivery APO: _____ | | | | |
| 16 | Salt, Course Bagged (50# Bag) | No Bid | 1,875 | each | No Bid |
| | Unit cost for Less than Truck Load Order: | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Each | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Each | FTL: \$ | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31: | LTL: \$ | | | |
| | Manufacturer: _____ | | | | |
| | Product I.D.: _____ | | | | |
| | Delivery APO: _____ | | | | |
| 17 | Sodium Hydroxide 50% Liquid (Caustic Soda), 700# Drum | No Bid | 35,000 | pound | No Bid |
| | Unit cost for Less than Truck Load Order: | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Pounds | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Pounds | FTL: \$ | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31: | LTL: \$ | | | |
| | Manufacturer: _____ | | | | |
| | Product I.D.: _____ | | | | |
| | Delivery APO: _____ | | | | |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|---|------------------------|-----------------|---------------|
| 18 | Chlorine Liquid (50# Cylinders) Unit cost for Lease, Truck Load Order: Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each Less than Truck Load (LTL) Minimum Order Quantity: 2 Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31: containing/empty deposit, if any (refunded upon return) # of days free use: 365 Days Charge per day after free use: \$0.40 Per Day Leak Cylinder Charge: \$95.00 Per Cylinder Cylinder considered lost after how long? 30 Days Value damage beyond repair: \$1.00 Leak Cap: \$2.00 Per Outlet Cap Manufacturer: Ceresco Corporation Product ID: Chlorine # 13804 Delivery ARO: 2-3 Days | \$ 72.50 \$72.50 FTL: \$100.00 LTL: \$150.00 | 140 | each | \$ 10,150.00 |
| 18 | Chlorine, Liquid (150# Cylinders) (Mass: 37# each; Peoria USD #11-50 each; City of Glendale-420 each; City of Peoria-411 each) Unit cost for Lease, Truck Load Order: Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each Less than Truck Load (LTL) Minimum Order Quantity: 2 or mo Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 3.31: containing/empty deposit, if any (refunded upon return) # of days free use: 365 Days Charge per day after free use: \$2.00 Per Day Leak Cylinder Charge: \$300.00 Per Cylinder Cylinder considered lost after how long? 30 Days Value damage beyond repair: \$55.00 Per Valve Leak Cap: \$1.00 Per Outlet Cap Manufacturer: Ceresco Corporation Product ID: Chlorine # 13804 Delivery ARO: 2-3 Days | \$89.88 \$89.88 FTL: \$100.00 LTL: \$150.00 | 1,501 | each | \$ 107,521.68 |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|--|------------|------------------------|-----------------|-------------|
| 20 | Sodium Bicarbonate 99% (50# bag) (Nesa-3,430 bags; Sierra Vista-20 bags; Marana USD-18 bags; Patota USD \$11,394 bags) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 3,762 | each | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |
| 21 | Bromine Tabs 95% (50# pail) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 30 | each | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |
| 22 | Sodium Bisulfate 91-94%, Anhydrous (Dry Acid) (50# bag) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 240 | each | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |
| 23 | Potassium Mono Peroxide 84-98% (Non-Chlorine Shock) (50# bag) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: | No Bid | 200 | each | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 24 | Sodium Trisulfate (Chlor Ox) (28# pail) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Each Less than Truck Load (LTL) Minimum Order Quantity: _____ Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: \$ LTL: \$ container/pallet deposit, if any (refunded upon return) Manufacturer: Product I.D. Delivery APC: | No Bid | 48 | each | No Bid |
| 25 | Sodium Hypochlorite 13% (Bleach), (15 gallon drum) (Mesa-100 drums; Marana-188 drums) Unit cost for Less than Truck Load Order: Full Truck Load (FTL) Minimum Order Quantity: _____ Each Less than Truck Load (LTL) Minimum Order Quantity: _____ Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: \$ container/pallet deposit, if any (refunded upon return) Manufacturer: Product I.D. Delivery APC: | No Bid | 286 | each | No Bid |
| 26 | Hydrochloric Acid 31% (Muriatic Acid) (5 gallon bottle x 4/case) (Mesa-200 gallons; Sierra Mesa-2,000 gallons; Marana USD-500 gallons) Unit cost for Less than Truck Load Order: _____ Gallons Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: \$ container/pallet deposit, if any (refunded upon return) Manufacturer: Product I.D. Delivery APC: | No Bid | 2,700 | gallon | No Bid |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 27 | Reagents, Taylor Technologies Inc. Replacement (3/4 oz. bottle/each) - No Substitutes | | | | |
| A | [DPD Solution #1 / R-0001-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (A) | | | | |
| B | [DPD Solution #2 / R-0002-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (B) | | | | |
| C | [pH Indicator #4 / R-0004-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (C) | | | | |
| D | [Thiosulfate #7 / R-0007-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (D) | | | | |
| E | [Total Alkalinity #8 / R-0008-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (E) | | | | |
| F | [Sulfuric Acid #9 / R-0009-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (F) | | | | |
| G | [Calcium Buffer #10 / R-0010-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (G) | | | | |
| H | [Calcium Indicator #11 / R-0011-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (H) | | | | |
| I | [Hardness Reagent #12 / R-0012-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (I) | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Each | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Each | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: Taylor Technologies Inc. (no substitutes) | | | 27 A-I Total | No Bid |
| 28 | INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1 | | | | |
| 28 | 1" Trichlor Tablets (Delivery: 55 pound pail) (Queen Creek-25,000 lbs; Marana USD-550 lbs) | | 25,330 | pound | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Pounds | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Pounds | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: _____ | | | | |
| | Product ID: _____ | | | | |
| 30 | Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk) (Peoria USD #1) | | | | |
| | Formula used to calculate dry weight from gallons/wet weight | | | | |
| | Unit cost for Less than Truck Load Order | No Bid | 695 | gallon | No Bid |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: _____ | | | | |
| | Product ID: _____ | | | | |
| | Delivery APO: _____ | | | | |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|--|------------|------------------------|-----------------|-------------|
| 31 | Anionic Polymer, Liquid: Clarifloc A-210P or approved equal (Town of Gilbert) Unit cost for Less than Truck Load Order. Full Truck Load (FTL) Minimum Order Quantity: _____ lbs NEAT Less than Truck Load (LTL) Minimum Order Quantity: _____ lbs NEAT Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31: _____ Product Name: _____ Manufacturer: _____ Product ID: _____ Delivery APO: _____ | No Bid | 11,500 | lbs NEAT | No Bid |

BIDDERS TO SUBMIT COPIES OF MSDS SHEETS FOR EACH CHEMICAL OFFERED.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mess Transaction Privilege Tax (PT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (I.25) with the exception of items 1 -14 which are exempt from taxes.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

FOB: Destination, Freight Prepaid and Allowed
Freight Costs: Unit prices are to include all Shipping and Transportation Costs within the Phoenix Metropolitan Area (50 mile radius of Downtown Phoenix Zip Code 85003) per S.31.

No fuel surcharges will be accepted.

Payment Terms (Not Less Than Net 30 Days) Net 30 Days
Prompt Payment Discount of 0% if invoices are paid within 30 days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
XXX Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? XXX Yes _____ No
Discount for Procurement Card Purchases? 0%

Bidder complies with S.9 "Compliance With Applicable Law"? XXX Yes _____ No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (Initial for each addenda received, if applicable):

Addenda #1 C.H. *[Signature]*
Addenda #2 _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions
 Exceptions taken (describe—attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
 Additional Materials attached (describe—attach additional pages if needed)
PAGE W/ BANK INFORMATION & TRADE REFERENCES
WS-9
MSDS FOR CHLORINE & SODIUM HYPOCHLORITE
AWWA STATEMENT FOR OUR PRODUCTS
NSF CERT.
CHEMICAL ANALYSIS FOR CHLORINE & SODIUM HYPOCHLORITE
INSURANCE CERTIFICATE

Vendor Name DPC ENTERPRISES, LP.

Date: 4-29-14

VENDOR INFORMATION

Company Legal/Corporate Name: DPC ENTERPRISES, L.P.

Doing Business As (if different than above): _____

Address: 4909 W. PASADENA AVE.

City: GLENDALE State: AZ Zip: 85301

Phone: 623-930-8015 Fax: 623-934-9983

E-Mail Address: chaupt@dxgroup.com Website: www.dxgroup.com

Taxpayer Identification Number: 76-0576882 DUNS # _____

Remit to Address (if different than above):

Address: P.O. Box 301123
City: DALLAS State: TX Zip: 75303-1123

Order from Address (if different from above):

Address: (SAME) SAME AS ABOVE
City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: CHRIS HAUPT
Phone: 623-930-8015

Fax: 623-934-9983
E-Mail Address: chaupt@dxgroup.com

Day-to-Day Project Contact (if awarded):

Name: CHRIS HAUPT
Phone: 623-930-8015

Fax: 623-934-9983
E-Mail Address: (SAME AS ABOVE)

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Sales Tax Rate: _____

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____
City Sales Tax Number: _____ City of: GLENDALE AZ
Sales Tax Rate: 9.2 %

Certified Small Business Certifying Agency: _____

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ___ ___ ___ ___
- 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: ___ ___ ___ ___
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: ___: Place of birth: _____
- 4. **United States Certificate of Birth abroad.**
Year of birth: ___: Place of birth: _____
- 5. **United States passport.**
Print first 4 numbers/letters on Passport: ___ ___ ___ ___
- 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___
- 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ___ ___ ___ ___
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___
- 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____
- 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___
- 11. **United States Certificate of Citizenship.**
Date of Issuance: _____: Place of Issuance: _____
- 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____: Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff Member:

Date

Signature

Date

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: DPC ENTERPRISES

Signature: Chris Haupt

Printed Name: CHRIS HAUPT

Title: AREA MANAGER

Date: 4-29-14

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2014241.

Term (if different than stated in the Milestones) 7/1/14 through 6/30/17

Awarded this 4th day of July, 2014

Edward Quedens

Edward Quedens, CPPO, C.P.M.
As Business Services Director



TO: All Bidders Receiving Invitation for Bid #2014241 for Water/Wastewater Treatment and Pool Chemicals

FROM: Myrna Quihuis, Procurement Officer *MQ*

DATE: April 24, 2014

SUBJECT: Addendum # 1

All bidders are hereby notified that the Invitation for Bid for Water/Wastewater Treatment and Pool Chemicals has been revised by this addendum.

- Exhibit A - Pricing and Compensation spreadsheet has been revised. Please submit your response on the revised Exhibit A-Pricing and Compensation pages noted as Addendum No. 1.
- IFB, Section S.31 FOB POINT (Page 12); Replace with the following:
S.31 FOB POINT. All deliveries shall be FOB destination, freight prepaid and allowed within the Phoenix Metropolitan Area (consists of a 50 mile radius of downtown Phoenix zip code 85003) unless otherwise agreed. Freight charged/terms shall be as agreed.
- IFB, Technical Specifications, Item 2 - Sodium Hypochlorite, G. (Page 19), Change the approximate annual requirements from City of Glendale to City of Peoria - 497,530 gallons.
- IFB, Technical Specifications, Item 28 - Ferrous Chloride, 32.9% Liquid Solution (Page 39) - Remove Item. The Town of Queen Creek has combined their requirements under Item 3 - Ferrous Chloride, Liquid.
- IFB, Technical Specifications, Item 3 - Ferrous Chloride, Liquid, Add the Town of Queen Creek's delivery locations and storage capacities to Item 3. H, 18 & 19:
 - 18) Town of Queen Creek storage capacity: 7,000 gallons
20614 E. Ocotillo Road
Queen Creek, AZ 85142
(Town of Queen Creek delivery hours: 7:00 AM - 1:00 PM, Mon-Thurs, unless otherwise specified.)
 - 19) Town of Queen Creek storage capacity: 7,000 gallons
18145 E. Swan Drive
Queen Creek, AZ 85142
(Town of Queen Creek delivery hours: 7:00 AM - 1:00 PM, Mon-Thurs, unless otherwise specified.)
- IFB, Technical Specifications, Item 3, I - Ferrous Chloride, Liquid, Change the approximate annual requirements to include the Town of Queen Creek's requirements:
 - I. Approximate Annual Requirements: 1,955 anhydrous tons (City of Mesa - 1,500 anhydrous tons; Town of Gilbert - 345 anhydrous tons; Town of Queen Creek - 110 anhydrous tons)

- IFB, Technical Specifications, Item 29 – 1" Trichlor Tablets (Page 39), Add Item I below.

I. The product shall be NSF approved for drinking water.

- Compliance Questionnaire page 45, Replace with attached page noted Addendum No. 1 to reflect NSF requirement for Item 29 – 1" Trichlor Tablets.
- IFB, Milestones (Page 46), Item 4, PRICES: Change the first sentence as noted below:
"4. **PRICES:** All pricing shall be firm for the initial term of three (3) years, **one (1) year** except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs....."
- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, Remove City of Peoria delivery location #10 Field Ops.
- IFB, Technical Specifications, Item 2 – Sodium Hypochlorite, the City of Peoria storage capacities are noted below:

| | <u>Storage Capacity</u> |
|--|---|
| 6) Beardsley Water Reclamation Facility (City of Peoria) 19980 N. 111th Ave., Peoria, Arizona 85382 | 6,500 Gallons |
| 7) Butler Influent Pump Station (City of Peoria) 9976 W Northern Avenue 85345 | 5,000 Gallons |
| 8) Butler Water Reclamation Facility (City of Peoria) 8660 N. 79th Avenue, Peoria, Arizona 85345 | 20,000 Gallons |
| 9) Jomax Water Reclamation Facility (City of Peoria) 12483 W. Jomax Rd., Peoria, Arizona 85383 | 13,500 Gallons |
| 10) Field Ops (City of Peoria) 8850 N. 79th Ave., Peoria, Arizona 85345 | |
| 11) Field Ops Water Production (City of Peoria) 8850 N. 79th Ave., Peoria, Arizona 85345 | No bulk storage. Use 13 gallon containers and can store 10 at a time. |
| 12) Quintero Water Treatment Plant (City of Peoria) 16194 Iron Age Drive, Peoria, Arizona 85373 | No bulk storage. Use 30 gallon drums and keep 5 drums at a time. |

Listed below are questions received and responses provided by City staff.

1. **Question:** Are bidder's allowed to specify separate pricing for different cities/agencies taking the same product? The reason we ask is that some requirements look to be a mix of full truckloads and mini-bulk loads and there is a significant difference in how we can deliver and price those requirements. We also have some reservations about delivering certain products to schools.
Response: Refer to revised Exhibit A – Pricing and Compensation.

2. **Question:** On page 18 and 19, there are several delivery locations listed for the City of Peoria but no usage for the City of Peoria stated. There is also usage stated for the City of Glendale but no delivery locations stated. Is the 497,530 gals. for the City of Glendale, actually for the City of Peoria and if so, are there any requirements for Glendale?
Response: The requirements listed under Item 2 – Sodium Hypochlorite for the City of Glendale should be for the City of Peoria.
3. **Question:** Item #3 and #28 are both for ferrous chloride. The specifications listed for Queen Creek is listed as 32.9% liquid solution. Would Queen Creek accept a concentration range of +/- two percent?
Response: Yes. Item #28 has been removed. The Town of Queen Creek has included its requirements under Item #3. See change noted on page above.
4. **Question:** S-38 in The Standard Terms and Conditions section, it states that other entities within the state can co-op the use of this contract but nowhere does it allow the vendor to recover delivery expenses to another facility located outside the Phoenix Metro area. My question is do you want us to deliver to Sierra Vista for the same price we quote the City of Mesa with no recourse for freight charges?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.
5. **Question:** Technical Specifications on line item 1) Sodium Hydroxide and item 2) Sodium Hypochlorite. You list the delivery locations such as all the COM Water reclamation plants and in the same spec. you request delivery to much smaller locations eg. Ironwood and Cactus High Schools. There is a big difference between bulk truckload orders and the smaller LTL (less than truckload) orders you reference in your bid. It requires different equipment to service both sized accounts. My question is do you expect the vendor to honor their bulk pricing to LTL accounts?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.
6. **Question:** Under Milestones section #4 The city is requesting 3 year firm pricing on all products. Is this your requirement, no price increases for 3 years?
Response: This has been changed to one (1) year. See change noted above.
7. **Question:** Do we have to deliver to the City of Sierra Vista (400 miles round trip) at the same price we quote or bid regular sodium hypochlorite delivered in the valley area? Is there any way to charge additional mileage for this account?
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.
8. **Question:** We are most concerned with the Sodium Hydroxide and Sodium Hypochlorite – we are our have serviced some of these agencies and know that some take full truckloads and some take mini-bulk loads. Again, we are also concerned with delivery Sodium Hydroxide to schools.
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.
9. **Question:** There are two sized tanks, #1- A 25 ton tank (full truck load) and #2-(3) 5 ton tanks (less than full truck load). The problem is the price for full truck load and the price for a less than full truck load is significantly different. There's no way to differentiate the two on the bid. It would be to your advantage to make a clarification here. Otherwise we would have to bid it all at less than full truck load price.
Response: This has been addressed on the revised Exhibit A - Pricing and Compensation noted as Addendum 1.

Bidders shall indicate any and all exceptions taken to the provisions or specifications in the solicitation document. Exceptions that surface elsewhere and that do not also appear under the **EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS** section (IFB, Page 52) shall be considered invalid and void and of no contractual significance. **Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

All other terms and conditions remain unchanged. Respondents are reminded that sealed bids are due in the City of Mesa Purchasing Office no later than 3:00 p.m. MST on April 30, 2014.

In accordance with Section 1.1, any questions received less than seven (7) calendar days prior to the due date may be answered at the discretion of the City.

Please contact myrna.quihuis@mesaaz.gov or nicole.amold@mesaaz.gov with any questions you may have regarding this addendum.

PLEASE NOTE: As of July 1, 2014, all vendors who are not registered in Vendor Self Service (VSS) will no longer receive solicitation notifications. To register, please go to: <http://mesaaz.gov/vendor/>

- C:
- Kelly Martin, City of Mesa Water Resources
 - Kim Clark, Town of Queen Creek
 - Jason Harris, Town of Gilbert
 - Mary Ortega, Peoria USD
 - Pam Bennett, City of Sierra Vista
 - Yvonne Volpe, Marana USD
 - Anthony Weathersby, City of Glendale
 - Christine Finney, City of Peoria

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DPC ENTERPRISES, L.P.**

EXHIBIT B

DPC Enterprises, L.P. – Pricing Sheets

PRICING AND COMPENSATION

Offerors shall complete Excel spreadsheet entitled "2014241 EXHIBIT A PRICING AND COMPENSATION", and provide all requested information.

Vendor Name DPC ENTERPRISES, L.P.

Date: 4-29-14

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Water/Wastewater Treatment and Pool Chemicals to the City of Mesa and listed agencies at the price(s) stated below.

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|--------------------------------|------------------------|-----------------|---------------|
| 1 | Sodium Hydroxide 28% NaOH (Caustic Soda) (Mesa-185,000 gallons; Peoria USD #11,525 gallons; Gilbert 9,000 gallons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ Formula used to calculate dry weight from gallons/wet weight: | No Bid | 185,525 | gallon | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | \$0.73 | 1,050,030 | gallon | \$ 766,671.90 |
| 2 | Sodium Hypochlorite (Bleach) 72.5% NaOCl (Mesa-468,400 gallons; Bierni Vista-2,500 gallons; City of Peoria-497,500 gallons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: 4,000 Gallons Less than Truck Load (LTL) Minimum Order Quantity: 500 Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ Manufacturer: DPC Enterprises, L.P. Product ID: DPCMAX12.5% Delivery ARO: 1-1 Dusa 480 | No Bid | 1,965 | anhydrous ton | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | \$0.90 | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ Formula used to calculate dry weight from gallons/wet weight: | FTL: \$250.00 LTL: \$750.00 | | | |
| 3 | Ferrous Chloride, Liquid 27%-38%, FeCl2 (Mesa-1,500 tons; Gilbert-345 tons; Queen Creek-110 tons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ Formula used to calculate dry weight from gallons/wet weight: | No Bid | | | |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |
| 4 | Aluminum Sulfate, Liquid 48% (Mesa-1,300 dry tons; City of Peoria-700 dry tons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: _____ Tons Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ Formula used to calculate dry weight from gallons/wet weight: | No Bid | 2,000 | dry ton | No Bid |
| | Manufacturer: _____ Product ID: _____ Delivery ARO: _____ | | | | |

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Addendum No. 1, 4/24/14

Vendor Name: DFC ENTERPRISES, LP

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|--|-----------------------------|------------------------|-----------------|--------------|
| 6 | Powdered Activated Carbon, PAC, Solid, 100% Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Dry Pounds Less than Truck Load (LTL) Minimum Order Quantity: Dry Pounds Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: | No Bid | 520,000 | dry pound | No Bid |
| | Delivered Packaging Size | | | | |
| | From the base response curve | | | | |
| | Pounds of PAC to remove 80% of MB in low dosages | | | | |
| | Pounds of PAC to remove 50% of GB in low dosages | | | | |
| | Manufacturer | | | | |
| | Product ID | | | | |
| | Delivery AFO | | | | |
| 6 | Sodium Chloride, Liquid, 25% NaOCl2 Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Wet Tons Less than Truck Load (LTL) Minimum Order Quantity: Wet Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: Conversion formula to calculate wet ton from gallon | No Bid | 310 | wet ton | No Bid |
| | Manufacturer | | | | |
| | Product ID | | | | |
| | Delivery AFO | | | | |
| 7 | Chlorine, Liquid (90% (1-ton container) (Nesa-270 tons; Gilbert-88 tons; City of Glendale-185 tons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: 1 Tons Less than Truck Load (LTL) Minimum Order Quantity: 1 Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: Conversion formula to calculate wet ton from gallon | \$514.00 \$514.00 | 521 | ton | \$267,704.00 |
| | Manufacturer | | | | |
| | Product ID | | | | |
| | Delivery AFO | | | | |
| | Charge per day after free use | \$1.00 per day | | | |
| | Unit Cylinder Charge | \$3,200.00 per ton Cylinder | | | |
| | Cylinder considered lost after how long? | 300 Day | | | |
| | Value damage beyond repair | \$35.00 per Mlb | | | |
| | Unit Cap | \$1.00 Per Outlet Cap | | | |
| | Manufacturer | Greenix Corporation | | | |
| | Product ID | Chlorine # 13803D | | | |
| | Delivery AFO | 33 Day | | | |

Vendor Name: DFC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 8 | Hydrofluoroacetic Acid (HFBA); 24.8% Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Dry Tons Less than Truck Load (LTL) Minimum Order Quantity: Dry Tons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: Formula used to calculate dry weight from gallon/weight weight | No Bid | 40 | dry ton | No Bid |
| | Manufacturer: Product ID: Delivery ARO: | | | | |
| 9 | Cationic Polymer, Liquid - CLARIFLOC C-308P or approved equal Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: lbs NEAT Less than Truck Load (LTL) Minimum Order Quantity: lbs NEAT Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: | No Bid | 160,000 | lbs NEAT | No Bid |
| | Manufacturer: Product ID: Delivery ARO: | | | | |
| 10 | Cationic Polymer, Liquid - CLARIFLOC 8215 or approved equal Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: lbs NEAT Less than Truck Load (LTL) Minimum Order Quantity: lbs NEAT Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: containers/pallet deposit, if any (not added upon return) | No Bid | 9,000 | lbs NEAT | No Bid |
| | Manufacturer: Product ID: Delivery ARO: | | | | |
| 11 | Sodium Bisulfite, 40% NaHSO3 (Mez = 1,100 gallons; City of Glendale; 19,400 gallons) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Gallons Less than Truck Load (LTL) Minimum Order Quantity: Gallons Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: containers/pallet deposit, if any (not added upon return) | No Bid | 19,000 | gallon | No Bid |
| | Manufacturer: Product ID: Delivery ARO: | | | | |

Vendor Name: DFC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|---|------------------------|-----------------|-------------|
| 12 | <p>Calcium Nitrate (Aqueous Solution)</p> <p>Unit cost for Less than Truck Load Order</p> <p>Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons</p> <p>Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons</p> <p>Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ \$</p> <p>Manufacturer: _____</p> <p>Product ID: _____</p> <p>Delivery A/R: _____</p> | <p>No Bid</p> <p>FTL: \$ _____</p> <p>LTL: \$ _____</p> | 5,500 | gallon | No Bid |
| 13 | <p>Hydrochloric Acid 31-35% Solution - Bulk Totes 300 - 400 Gallon (Nesco 3,000 gallons; Mohave County-1,200 gallons; City of Peoria-1,200 gallons)</p> <p>Unit cost for Less than Truck Load Order</p> <p>Full Truck Load (FTL) Minimum Order Quantity: _____ Gallons</p> <p>Less than Truck Load (LTL) Minimum Order Quantity: _____ Gallons</p> <p>Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ \$</p> <p>Manufacturer: _____</p> <p>Product ID: _____</p> <p>Delivery A/R: _____</p> | <p>No Bid</p> <p>FTL: \$ _____</p> <p>LTL: \$ _____</p> | 5,483 | gallon | No Bid |
| 14 | <p>Hydrochloric Acid 31-35% 3008 Drum (Nesco-3,000 lbs, Marana USD-1,500 lbs)</p> <p>Unit cost for Less than Truck Load Order</p> <p>Full Truck Load (FTL) Minimum Order Quantity: _____ Pounds</p> <p>Less than Truck Load (LTL) Minimum Order Quantity: _____ Pounds</p> <p>Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: _____ \$</p> <p>Manufacturer: _____</p> <p>Product ID: _____</p> <p>Delivery A/R: _____</p> | <p>No Bid</p> <p>FTL: \$ _____</p> <p>LTL: \$ _____</p> | 4,500 | pound | No Bid |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 15 | Salt, Course Crystal, Solar Dried (Blown in) | No Bid | 130 | ton | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Tons | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Tons | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: | | | | |
| | Product ID: | | | | |
| | Delivery A/R: | | | | |
| 16 | Salt, Course Bagged (60# Bag) | No Bid | 1,575 | each | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Each | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Each | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: | | | | |
| | Product ID: | | | | |
| | Delivery A/R: | | | | |
| 17 | Sodium Hydroxide 50%, Liquid (Caustic Soda), (700# Drum) | No Bid | 35,000 | pound | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ Pounds | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ Pounds | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 9.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: | | | | |
| | Product ID: | | | | |
| | Delivery A/R: | | | | |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|--|------------|------------------------|-----------------|---------------|
| 18 | Chlorine Liquid (95# Cylinders) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each Less than Truck Load (LTL) Minimum Order Quantity: 2 Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: | \$ 372.50 | 140 | each | \$ 10,150.00 |
| | (No deposit on Chlorine 95# Cylinders. # of days free use: 365 Days Charge per day after free use: \$0.40 Per Day Least Cylinder Charge: \$300.00 Per Cylinder Cylinder considered free after how long? 380 Day Valve damage beyond repair? \$6.00 Least Cap: \$2.00 Per Duffin Cap Manufacturer: Carwest Corporation Product ID: Chlorine # 138004 Delivery A/R: 2-3 Days | | | | |
| 19 | Chlorine Liquid (150# Cylinders) (Miss-970 each; Peoria USD #11-40 each; City of Glendale-420 each; City of Peoria-411 each) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: 3 or more Each Less than Truck Load (LTL) Minimum Order Quantity: 2 or mo. Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 6.31: | \$58.88 | 1,501 | each | \$ 107,621.68 |
| | (No Deposit/Prep deposit, if any (returned upon return) # of days free use: 365 Days Charge per day after free use: \$2.00 Per Day Least Cylinder Charge: \$300.00 Per Cylinder Cylinder considered free after how long? 380 Day Valve damage beyond repair: \$35.00 Per Valve Least Cap: \$1.00 Per Outer Cap Manufacturer: Carwest Corporation Product ID: Chlorine # 138004 Delivery A/R: 2-3 Days | | | | |

REVISED EXHIBIT A - PRICING AND COMPENSATION
IFB NO. 2014241

Addendum No. 1, 4/24/14

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Units of Measure | Total Price |
|--------|---|------------|------------------------|------------------|-------------|
| 20 | Sodium Bicarbonate 99% (50# bag) (Wesa-3,430 bags; Sierra Vista-20 bags; Marana USD-18 bags; Pecos USD #11-294 bags) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: containers/pallet deposit, if any (retained upon return) Manufacturer: Product ID: Delivery ARO: | No Bid | 3,792 | each | No Bid |
| 21 | Bromine Tabs 98% (50# pail) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: containers/pallet deposit, if any (retained upon return) Manufacturer: Product ID: Delivery ARO: | No Bid | 30 | each | No Bid |
| 22 | Sodium Bisulfate 91-94% Anhydrous (Dry Acid) (50# bag) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: containers/pallet deposit, if any (retained upon return) Manufacturer: Product ID: Delivery ARO: | No Bid | 240 | each | No Bid |
| 23 | Potassium Mono Peroxide 64-98% (Non-Chlorine Shock) (50# bag) Unit cost for Less than Truck Load Order Full Truck Load (FTL) Minimum Order Quantity: Each Less than Truck Load (LTL) Minimum Order Quantity: Each Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 5.31: containers/pallet deposit, if any (retained upon return) Manufacturer: Product ID: Delivery ARO: | No Bid | 200 | each | No Bid |

Vendor Name: DPC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 27 | Reagents, Taylor Technologies Inc. Replis cement (3/4 oz. bottle/each) - No Substitutes | | | | |
| | A. DPD Solution #1 / R-0001-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (A) | | | | |
| | B. DPD Solution #2 / R-0002-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (B) | | | | |
| | C. pH Indicator #4 / R-0004-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (C) | | | | |
| | D. Thiosulfate #7 / R-0007-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (D) | | | | |
| | E. Total Alkalinity #8 / R-0008-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (E) | | | | |
| | F. Sulfuric Acid #9 / R-0009-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (F) | | | | |
| | G. Calcium Buffer #10 / R-0010-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (G) | | | | |
| | H. Calcium Indicator #11 / R-0011-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (H) | | | | |
| | I. Hardness Reagent #12 / R-0012-A - 3/4 Oz | | 500 | each | No Bid |
| | Unit cost for Less than Truck Load Order (I) | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: Each | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: Each | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: Taylor Technologies Inc (see substitution) | | | 27 A | No Bid |
| | Delivery ARD: | | | Total | |
| 28 | INTENTIONALLY LEFT BLANK - REMOVED PER ADDENDUM #1 | | | | |
| 29 | 1. Trichlor Tablets (Delivery: 45 pound pail) (Queen Creek-25,000 lbs. Maxima USD-530 lbs) | | 25,330 | pound | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: Pounds | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: Pounds | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: (see substitution) | | | | |
| | Delivery ARD: | | | | |
| 30 | Sodium Hydroxide (Caustic Soda), 50% (Delivery: Bulk) (Peoria USD #11) | | 625 | gallon | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Formula used to calculate dry weight from gallons/wet weight | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: Gallons | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: Gallons | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section 8.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Manufacturer: (see substitution) | | | | |
| | Delivery ARD: | | | | |

Vendor Name: DFC ENTERPRISES, L.P.

| Item # | Description | Unit Price | Estimated Annual Usage | Unit of Measure | Total Price |
|--------|---|------------|------------------------|-----------------|-------------|
| 31 | Anionic Polymer, Liquid: Clarifloc A-210P or approved equal (Town of Gilbert) | No Bid | 11,500 | lbs NEAT | No Bid |
| | Unit cost for Less than Truck Load Order | | | | |
| | Full Truck Load (FTL) Minimum Order Quantity: _____ lbs NEAT | | | | |
| | Less than Truck Load (LTL) Minimum Order Quantity: _____ lbs NEAT | | | | |
| | Additional Delivery Fee for Locations outside the Phoenix Metropolitan Area as defined in Section S.31: | FTL: \$ | | | |
| | | LTL: \$ | | | |
| | Product Name | | | | |
| | Manufacturer | | | | |
| | Product ID | | | | |
| | Chemical A/C | | | | |

BIDDERS TO SUBMIT COPIES OF MSDS SHEETS FOR EACH CHEMICAL OFFERED.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Meas. Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (I.25) with the exception of items 1 - 14 which are exempt from taxes.

The City will add any applicable sales tax or use tax. Sales/Uses taxes should not be included in the bid prices.

FOB: Destination; Freight Prepaid and Allowed
 Freight Costs: Unit prices are to include all Shipping and Transportation Costs within the Phoenix Metropolitan Area (50 mile radius of Downtown Phoenix) Zip Code 85003 per S.31.

No fuel surcharges will be accepted.

Payment Terms (Not Less Than Net 30 Days): Net 30 Days
 Prompt Payment Discount of 0. % if invoices are paid within 30 days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
 XXX Yes No (A "no" answer will not disqualify your bid)

Will you allow payment of invoices using a Procurement Card? XXX Yes No
 Discount for Procurement Card Purchases? 0. %

Bidder complies with S.9 Compliance With Applicable Law? XXX Yes No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see I.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda [initial for each addenda received, if applicable]:

Addenda #1 C.H. *[Signature]*
 Addenda #2 _____