

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DONAU CARBON US, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2021, between the City of Glendale, an Arizona municipal corporation (the "City"), and Donau Carbon US, LLC, a(n) Florida limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On March 15, 2021 under S.A.V.E Cooperative Purchasing Agreement, the Water and Wastewater Treatment Chemicals entered into a contract with Contractor to purchase the goods and services described in the City of Phoenix Contract No. 153957-0 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 or services identical, or nearly identical, to the supplies or services 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 and services 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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was March 15, 2021, until the date the contract expires on March 14, 2026 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 be extended beyond March 14, 2026. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 14, 2026. Glendale 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 renewal.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated 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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Two Hundred Thousand dollars (\$200,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

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

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303

And

Donau Carbon US, LLC
c/o Brian Hacker
551 N. US Highway 41
Dunnellon FL 34432

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

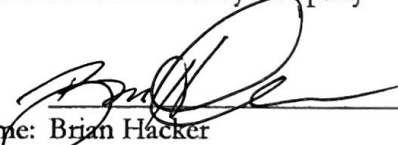
By:

Kevin R. Phelps
City Manager

“Contractor”

Donau Carbon US, LLC,
a Florida limited liability company

By:



Name: Brian Hacker
Title: Authorize Representative

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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EXHIBIT A

(Water and Wastewater Treatment Chemicals, City of Phoenix Contract No. 153957--0)

**LINKING AGREEMENT
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**EXHIBIT B
Scope of Work**

PROJECT

Contractor will provide Powder Activated Carbon (PAC) for water treatment per the attached City of Phoenix Contract No. 153957--0.



153957--0

CITY OF PHOENIX

**Water Services Department
Daniel Rice
Procurement Officer**

**200 W. Washington St., 9th Floor
Phoenix, AZ 85003
(602) 534-7640
daniel.rice@phoenix.gov**

**INVITATION FOR BID
IFB-2021-WPP-308 (DJR)**

**WATER AND WASTEWATER TREATMENT CHEMICALS -
REQUIREMENTS CONTRACT**



SECTION I - INSTRUCTIONS

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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included signed addenda, if any.
- Included one (1) original PDF copy submitted electronically via email; the Offer as indicated in Submittal section.
- The electronic submission via email must have the solicitation number on the subject line.
- The body of the email must clearly show your company name and address, the solicitation number, solicitation title, and the Offer opening date.
- All forms have been completed and signed, including Solicitation Disclosure form.
- All items listed in Section VI, Submittals are included.

Email the response timely – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



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Table with 3 columns: Offer type (Electronically, Powdered Activated Carbon Samples Due), Contact/Address (daniel.rice@phoenix.gov, 24th St. Water Treatment Plant), and Due Date/Time (Wednesday, December 2, 2020 2:00 PM).

4. PREPARATION OF OFFER:

- 4.1 All forms provided in Submittal Section must be completed and submitted with the offer.
4.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink...
4.3 All time periods stated as a number of days will be calendar days.
4.4 It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear...
4.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
4.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
4.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
4.4.4 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation.



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indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

8. **ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.
9. **BUSINESS IN ARIZONA:** The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.
10. **LICENSES:** If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
11. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page(s), Offeror certifies -
 - The submission of the offer did not involve collusion or other anti-competitive practices.
 - The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
 - The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
12. **SUBMISSION OF OFFER:**
 - 12.1 Many City departments have reduced the number of employees onsite in City buildings due to the COVID-19 pandemic. If you will be responding to



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15. **PRE-AWARD QUALIFICATIONS:** Items 15.1 through 15.3 must be provided at the time of submittal for the chemical(s) that your company submits bid(s) for, to be considered a responsive offer.

15.1 Safety Data Sheet (SDS).

15.2 Proof of compliance with NSF requirement.

15.3 Certified quality analysis of the product offered as performed by an independent third party laboratory certified by the appropriate Environmental State Agency. The laboratory analysis provided will be reviewed by City Lab to determine suitability for the City.

16. **ADDITIONAL PRE-AWARD QUALIFICATION FOR POWDERED ACTIVATED CARBON:** Offerors who submit a bid for Powdered Activated Carbon shall also submit the following -

16.1 Provide a one-pound Powdered Activated Carbon sample for performance testing and analysis.

16.2 Ensure that the sample is securely packaged. Submitting duplicate samples of the same type of Powdered Activated Carbon is not necessary.

16.3 Provide the iodine number, surface area, and pore size distribution plot with the one-pound sample.

16.4 Provide a signed statement with the sample, verifying that the product furnished under a resulting agreement will conform to the sample provided with the Offer.

16.5 Sample(s) shall be sent to the following address before the solicitation deadline:

ATTN: Water Production Superintendent
24th St. Water Treatment Plant
6202 N. 24th St., BLDG 2
Phoenix, AZ 85016



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Section VI – Submittals, Paragraph 6, EMERGENCY TWENTY-FOUR HOUR SERVICE

- 17.5** Certificate of Insurance (see Section IV – Insurance and Indemnification) - A complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.
- 17.6** Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.
- 17.7** Factors that may be considered by the City include:
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 - Safety record; and,
 - Vendor history of complaints and termination for convenience or cause.
- 17.8** Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- 17.9** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.
- 18. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:** The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the



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disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

19.6 "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

20. PROTEST PROCESS:

20.1 Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

20.2 Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

20.3 Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

20.4 Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

20.5 All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

20.5.1 Identification of the solicitation number;

20.5.2 The name, address and telephone number of the protester;



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23. **RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.
24. **CONTRACT AWARD:** The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.
25. **EQUAL LOW OFFER:** Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.
26. **DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
- 26.1 Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 26.2 Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 26.3 Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 26.4 Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
- May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

- "A.R.S." Arizona Revised Statute
- "Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "City" The City of Phoenix
- "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- "Days" Means calendar days unless otherwise specified.
- "Water Services Director" The contracting authority for the Water Services Department, City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



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- 2.2.2 Standard terms and conditions.
 - 2.2.3 Amendments.
 - 2.2.4 Statement or scope of work.
 - 2.2.5 Specifications.
 - 2.2.6 Attachments.
 - 2.2.7 Exhibits.
 - 2.2.8 Instructions to Contractors.
 - 2.2.9 Other documents referenced or included in the Solicitation.
- 2.3 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.



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3.3 EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

3.3.1 For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

3.3.2 For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees



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3.5.1 At the request of City representatives, the Contractor will provide the City:

3.5.2.1 Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

3.5.2.2 A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

3.6 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.7 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.8 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to



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adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

- 4.7 **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8 **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.
5. **CONTRACT CHANGES:**
- 5.1 **CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- 5.2 **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 5.3 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.
6. **RISK OF LOSS AND LIABILITY:**
- 6.1 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service



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authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 6.6 DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.



SECTION II – STANDARD TERMS AND CONDITIONS

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8.2 CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3 **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



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12. **NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



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Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Water Services Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Water Services Director.

6. **METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
7. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
 - City purchase order number or shopping cart number.
 - Items listed individually by the written description and part number.
 - Unit price, extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Applicable tax.
 - Invoice number and date.
 - Delivery address.
 - Payment terms.
 - FOB terms.
 - Remit to address.
8. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.
9. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual written contract order release number(s) issued. Payment will be made upon final delivery



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15. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
16. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
17. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
18. **PROCUREMENT REPORTS:** Contractor shall submit procurement reports upon request by the City. Reports shall be submitted in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.
19. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
20. **TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.
21. **BACKGROUND SCREENING:** Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract



SECTION III – SPECIAL TERMS AND CONDITIONS

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- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

21.6 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and



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application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

21.10 Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

21.11 Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

22. BACKGROUND SCREENING – MAXIMUM RISK:

22.1 The current risk level and background screening required is **MAXIMUM RISK**.

22.2 Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - Unescorted access to private residences; or
 - Access to critical infrastructure sites/facilities.

22.3 Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include



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- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
 - The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
 - The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
 - By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
 - Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- 22.6** The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
- Conviction of a felony.
 - Conviction of a misdemeanor (not including traffic or parking violation).
 - Any outstanding warrants (including traffic and parking violations).
 - A person currently on parole or probation.
 - A person currently involved in an investigation.



SECTION III – SPECIAL TERMS AND CONDITIONS

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Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

24.1 The City, in its sole discretion, reserves the right, but not the obligation to:

- Require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- Act on newly acquired information whether or not such information should have been previously discovered;
- Unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- Object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

25. MISCELLANEOUS FEES: Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in Attachment C – Bid Sheet.

26. HAZARDOUS MATERIALS REQUIREMENT SDS: Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when



SECTION IV – INSURANCE AND INDEMNIFICATION

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- 1. DEFENSE AND INDEMNIFICATION CLAUSE:** Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Losses") to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of



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assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, relating to this contract.

- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2 Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include The City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.



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- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E). **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4 Contractor's Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- The policy should be written on an "occurrence" basis with no sunset clause.
- The policy must name the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the Scope of Services of the contract. The policy should include the following coverages:
 - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
 - Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.
 - Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by pollution conditions and giving rise to clean-up costs.
 - Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages



SECTION V – SCOPE OF WORK

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1. **PURPOSE:** For the supply of the following water and wastewater treatment chemicals, on an as-needed basis:
 - 1.1 Acidified Copper Sulfate
 - 1.2 Caustic Soda (Sodium Hydroxide)
 - 1.3 Hydrofluorosilicic Acid
 - 1.4 Powdered Activated Carbon
 - 1.5 Silica Dioxide
 - 1.6 Sodium Bisulfite
 - 1.7 Sodium Hypochlorite
2. **BACKGROUND:** It is imperative that the City of Phoenix Water Services Department (WSD) has a reliable supply of the specified water and wastewater treatment chemicals that are National Sanitation Foundation (NSF) certified, and meets the latest American Water Works Association (AWWA) standards.

Prices shall be provided per active pound, 100% dry weight equivalent unless otherwise noted. Invoices must reflect price per pound (or other specified unit of measure) as listed on the price submittal in Attachment C – Bid Sheet.

The successful bidder must be able to work with the City to address water quality issues which may arise during the life of the contract, and applicable to the chemical being provided.
3. **NSF CERTIFICATION:** All materials, equipment, supplies, chemicals or products (unless specified otherwise by WSD) that come into contact with drinking water or drinking water treatment chemicals shall conform to American National Standards Institute/NSF standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. Proof of this certification shall be provided with the bid submittal and shall also be provided with every product shipment.
4. **CERTIFIED ANALYSIS AND STANDARDS:** The Contractor shall supply water and wastewater treatment chemicals priced per 100% dry weight equivalent, ensuring that all materials, equipment, supplies, chemicals or products that come into contact with drinking water or drinking water treatment chemicals conform to the following standards:



SECTION V – SCOPE OF WORK

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- 4.1 NSF certification is required for the use of water and wastewater treatment chemicals. During the certification process, the Contractor shall demonstrate that the chemical will not cause health issues.
- 4.2 Certified quality analysis of the product as performed by an independent third party laboratory that is certified by the appropriate Environmental Protection Agency (EPA) authority.
5. **CHEMICAL SPECIFICATIONS:**
 - 5.1 **ACIDIFIED COPPER SULFATE**
 - 5.1.1 Acidified copper sulfate covered by this specification is a commercial grade of copper sulfate pentahydrate for water treatment purposes, in accordance with AWWA Standard B-602-17 (or the latest edition).
 - 5.1.2 Acidified copper sulfate shall be furnished in crystal form for use in dry feeding machines:
 - 5.1.2.1 The particles shall be 'Size C' so that not more than two (2) percent of the material shall be retained on a 1/2 inch (12.7mm) screen;
 - 5.1.2.2 Not less than fifty (50) percent shall be retained on a No. 3 1/2 US Standard Sieve
 - 5.1.2.3 Not less than ninety (90) percent shall be retained on a No. 8 US Standard sieve; and,
 - 5.1.2.4 Not more than five (2) percent shall pass a No. 100 US Standard sieve.
 - 5.1.3 The acidified copper sulfate blend shall contain 1.5% citric acid by weight.
 - 5.2 **CAUSTIC SODA (SODIUM HYDROXIDE)**
 - 5.2.1 Liquid Caustic Soda shall be provided in both dry pound and 55 gallon drums.
 - 5.2.2 The liquid Caustic Soda specified shall be in accordance with AWWA Standard B501-19, or latest edition.
 - 5.2.3 Liquid Caustic Soda shipping containers shall conform to applicable regulations of the Interstate Commerce Commission and the Department of Transportation. The containers shall be reconditioned, maintained, and loaded in strict accordance with the latest edition of 'Container Procedure at Caustic Soda Packaging



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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.

- 5.3.4 Water Services Department staff will notify the Contractor when a shipment of Hydrofluorosilicic Acid as specified herein has failed to meet the requirements of 24.5 %, +/-1.0%.
- 5.3.5 The City reserves the right to take one or more samples of the tank truck contents during delivery. The Contractor may witness the sampling and inspect the sample container prior to the sampling. The Contractor shall be responsible for collection of samples during each delivery, using the City's containers, if the City wishes to sample the shipment.
- 5.3.6 Three (3) individual samples will be poured from the freshly mixed gross sample into clean, dry, plastic containers of not less than one (1) pint (0.473 liter) each and sealed with plastic-lined screw caps. The samples will be marked supplier's sample, referee's sample, and purchaser's sample and labeled for full identification, including Manifest Number, Packing List Number, or Delivery Document Number, name of manufacture/supplier, date and time of delivery.
- 5.3.7 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.
- 5.3.8 The samples will be tested for compliance with the Hydrofluorosilicic acid content, specified in B703-19 (latest edition). Product not meeting specifications will be rejected and it is the Contractor's responsibility to remove such product from site. Contractor will be responsible for cleaning and/or replacing and City equipment affected by the delivery of out of spec chemical.

5.4 POWDERED ACTIVATED CARBON

- 5.4.1 Powdered Activated Carbon furnished shall meet the AWWA Standard B600-16 (or latest edition) and will be of a type and quality suitable for use in water treatment, with the property of removing Total Organic Carbon (TOC). Material will be designated as water purification grade of activated carbon and will be supplied in powdered form. The carbon shall be of such fineness that 99% shall pass a 100 mesh sieve and 95% shall pass a 200 mesh sieve as



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Index Value = [(TOC remaining at the end of jar test) x (PAC unit cost per ton)]/Iodine Number

A lower Index Value represents a more cost effective PAC product for removing TOC in the specific water of interest. The PAC vendor whose product receives the lowest calculated Index Value will be selected and awarded the bid.

Offeror must provide a one-pound PAC sample for performance testing and analysis. The sample shall be sent directly to the City and should be pulled from an actual shipment of PAC designated for a potable water treatment plant (name, location, and phone number of the water treatment plant should be provided). Additionally, Offeror shall furnish the iodine number, surface area, and pore size distribution plot with the sample, and a signed statement with the offer submittal verifying that product furnished under a resulting agreement will conform to the sample provided. Samples must be included with submittal. Late samples will not be accepted.

5.5 SILICA DIOXIDE

5.5.1 Sand shall be Manley Bros, Grade #80 (or an equivalent product) that meets the following criteria:

5.5.1.1 114-micron effective size;

5.5.1.2 Coefficient of Uniformity < 1.7;

5.5.1.3 Silica content equal to or greater than 95%;

5.5.1.4 Effective size = D10 = μ . 10% passing;

5.5.1.5 Minimal size = D1 = $2/3 * D10 = 76.00$ microns;

5.5.1.6 Maximum size = D90 = $2 * D10 = 228$ microns;

5.5.1.7 Coefficient of Uniformity = μ . 60% passing / μ . 10% passing.

5.6 SODIUM BISULFITE

5.6.1 Liquid sodium bisulfite solution furnished shall be capable of neutralizing plant effluent chlorine residual to zero at a dry ration of no greater than two parts sodium bisulfite to one-part chlorine. The liquid sodium bisulfite delivered shall be no less than 25% or 38% sodium bisulfite by weight and shall have no more than 45 ppm suspended matter, and shall not contribute any constituents that would cause violation to any permit restrictions.



SECTION V – SCOPE OF WORK

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compliance with all applicable health and safety laws and regulations prior to award of the contract.

- 6.2 Contractor shall remain in compliance with all Department of Transportation (DOT), EPA, and Occupational Safety and Health Administration (OSHA) requirements for delivering and handling hazardous materials.
 - 6.3 The Phoenix Fire Department may require periodic inspections of the Contractor's facilities throughout the duration of the contract. If the contractor is found not to be in compliance with the applicable laws or regulations, the City reserves the right to terminate the contract.
 - 6.4 The Contractor shall adhere to all applicable U.S. DOT, EPA, and OSHA regulations. The delivery truck shall carry appropriate PPE. Failure to adhere to these laws and regulations may result in a termination of the contract.
7. **INSPECTION:**
- 7.1 All chemicals will be inspected before acceptance by an authorized representative of WSD for conformance to all requirements of this specification.
 - 7.2 Should deficiencies be found, it shall be the responsibility of the Contractor to remove the product in question, make necessary corrections, and then replace the product to WSD for re-inspection and acceptance at no additional expense or obligation to the City.
8. **PRE-DELIVERY REQUIREMENTS:**
- 8.1 Upon arrival at the WSD location specified on the purchase order, the Contractor's Driver (Driver) shall check-in with guard at the security gate and present the delivery receipt, SDS, and other paperwork to City personnel.
 - 8.2 If the Driver is expected to be late, the Driver shall contact the specified site.
 - 8.3 For lift stations: A minimum of one hour prior to delivery Contractor shall call 602-534-7640 to notify of upcoming delivery. If no answer at the first number Contractor shall try (in listed order) 602-495-7946, or 602-283-8377, or 602-723-6001 until answered.
 - 8.31 For Remote Facilities South: A minimum of one hour prior to delivery Contractor shall call 602-534-8656 to notify of upcoming delivery. If no answer at the first number Contractor shall try (in listed order) 602-534-8808 until answered.



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Tramonto Reservoir	34701 N. 19th Ave.	602-495-5760	602-534-9170
Well 232	10831 N. 56th Street	602-534-8656	602-534-8808
Well 233	10801 N. 56th Street	602-534-8656	602-534-8808
Well 235	6026 E. Caballo Drive	602-534-8656	602-534-8808
Well 261	20805 N. 56th Street	602-495-5760	602-534-9170
Well 280	4390 E. Rancho Tierra Drive	602-495-5760	602-534-9170
Well 288	28401 N. Tatum Blvd.	602-495-5760	602-534-9170
Well 293	4804 E. Ranger Drive	602-495-5760	602-534-9170
Well 294	19219 N. Tatum Blvd	602-495-5760	602-534-9170
Well 295	22204 N. 40th Way	602-495-5760	602-534-9170
Well 296	18615 North 56th Street	602-495-5760	602-534-9170
Well 299	26829 North Cave Creek	602-495-5760	602-534-9170
Well 300	33005 North 52nd Street	602-495-5760	602-534-9170
35th Ave PRV	35th Ave and Broadway	602-534-8656	602-534-8808
67th Ave PRV	67th Ave and Buckeye	602-534-8656	602-534-8808
1-ES3 South Mountain	10830 S. 27th Avenue	602-534-8656	602-534-8808
2S-ES1 Lower Mineral Rd.	745 E. Mineral Rd.	602-534-8656	602-534-8808
3S-ES1 Upper Mineral Rd.	901 E. Mineral Road	602-534-8656	602-534-8808
Sunnyslope Tank	1835 E. Hatcher Road	602-495-5760	602-534-9170
3SE-ES1 Horse Tank	3201 E. Equestrian Trail	602-534-8656	602-534-8808
North Mountain Tank/Booster Station	10234 N. 7th Street	602-495-5760	602-534-9170
Greenway Storage Tank	1602 E. Greenway	602-495-5760	602-534-9170
Deem Hills Reservoir	27442 N. 39th Ave.	602-495-5760	602-534-9170
1-ES4 42nd Place Reservoir	8002 S. 42nd Place	602-534-8656	602-534-8808
4SC-ES1 Tapestry Canyon	1444 E. Desert Willow Drive	602-534-8656	602-534-8808
Shadow Mountain Reservoir	14201 N. Cave Creek Road	602-495-5760	602-534-9170
Well 276	29402 N. 44th Street	602-495-5760	602-534-9170
Well 290	26425 N. 40th Street	602-495-5760	602-534-9170
Cactus Storage Tank	1849 E. Cholla	602-495-5760	602-534-9170
2S-ES2 Police Tank	1201 West Olney	602-534-8656	602-534-8808
3SE-ES3 Foothills Tank	15805 South 3 rd Street	602-534-8656	602-534-8808
3SE-ES2 Mountain Park	14100 South 24 th Way	602-534-8656	602-534-8808
2C-ES1 Papago Tank	1820 North 60 th Street	602-534-8656	602-534-8808
Remote Facilities South	5204 East Thomas Road	602-534-8656	602-534-8808
1-ES1 64 th Street Reservoir	6307 East Thomas Road	602-534-8656	602-534-8808
8CP-B1 (Anthem, AZ)	4505 West Opportunity Way	602-534-8656	602-534-8808
Cave Creek Yard	21642 N 20th St	602-495-5760	602-495-5760



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
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- 9.5.4 If a shipment fails to meet the applicable percentage of active chemical or other specification, including the lack of appropriate NSF certification stamps on all Bills of Lading, the delivery will be rejected and Contractor will be notified.
- 9.5.5 The City reserves the right to request more samples from the truck contents at the time of delivery.
- 9.5.6 If the City requests a sample from a shipment, the Contractor shall collect the sample using the City's sample container. The Contractor may inspect the container prior to drawing the sample.
- 9.6** The Contractor shall adhere to the following Department of Transportation and City of Phoenix Requirements.
- 9.6.1 Tank Trailer and Truck Tractor Requirements:
- 9.6.1.1 Tank trailer and appurtenant valves and fittings for delivery and handling of chemicals shall conform to the requirements of the United States Department of Transportation (US DOT) and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).
- 9.6.1.2 The truck tractor and tank trailer(s) utilized for shipment of chemicals, shall be in good condition, shall be pneumatic tired, and must conform to all Federal, State, County and City regulatory requirements as to licensing, dimensions, weights, safety and all other requirements that may be specified.
- 9.6.2 Hazardous Material Transporters Security Requirements - Upon notification of recommendation of award the successful Offeror must:
- 9.6.2.1 Affirm, in writing, that the requirements of 49 CFR Part 172.800 and 172.804 regarding Hazardous Material Transportation Security Plan Implementation have been met.
- 9.6.2.2 Further agree that transportation of any of the chemicals identified in this Contract will not be assigned or subcontracted without the prior written agreement of the City of Phoenix.
- 9.6.3 Hazardous Materials Transportation Security Plan – The Contractor shall have on file with the WSD verification that the shipper and carrier of hazardous materials have each met the requirements of 49



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
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9.6.7 Contractor shall follow all safety procedures:

9.6.7.1 If a spill should occur, the Driver is responsible to report the spill to City staff.

9.6.7.2 The incident shall be noted on the bill of lading and signed and dated by the Driver.

10. UNLOADING REQUIREMENTS FOR AQUEOUS CHEMICALS:

10.1 The City will provide, at each delivery address, one or more stationary receiving tanks for storage of liquid chemicals.

10.2 The Contractor shall unload the solution into the City's tanks by providing labor, material, equipment, and supplies necessary for unloading at the locations specified.

10.3 City personnel will monitor the Driver, or other personnel identified by the Contractor, to accept deliveries.

10.4 Delivery drivers must adhere to the following safety procedures upon arrival at the plant:

10.4.1 Check safety devices (shower, eyewash, and communications) for proper operation.

10.4.2 Remain in attendance at all times to ensure that unloading/loading is to a proper level and the product does not overflow.

10.5 The Driver must be experienced in the transfer procedures and requirements of the chemicals specified and completely knowledgeable in the application of any emergency procedures required during operation.

10.6 Personal Protective Equipment (PPE) must be equipped on delivery trucks and available for use as required by Occupational Safety and Health Administration (OSHA) standards.

10.6.1 The Driver shall don appropriate PPE and clear the area of personnel not appropriately protected.

10.6.2 Should the Driver exhibit or experience symptoms of illness such as dizziness, cramps, dryness, etc. the Driver should immediately terminate transfer operations and seek first aid.

10.7 The Contractor shall provide the necessary piping and/or hose to permit transfer of the liquid from the tank trailer to the stationary receiving tanks



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
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- 11.4** The following shall accompany each delivery and be given to the authorized City personnel at each facility receiving the product:
- 11.4.1 Certified weight certificate.
 - 11.4.2 A Safety Data Sheet shall be given to the authorized City personnel at each facility receiving the product.
 - 11.4.3 A certificate of accurate analysis (product concentration level) generated by the manufacturer and specific to each delivery.
 - 11.4.4 The bill of lading showing product compliance with NSF requirements.
- 11.5** The product in each delivery shall be sampled and tested in accordance with procedures outlined by the AWWA or other applicable organization.
- 11.5.1 The City may collect a sample to be tested by the City's Lab to verify the concentration. The final invoiced price for the delivery is based on the concentration.
 - 11.5.2 If the City's analysis does not agree with the analysis supplied by the Contractor, the City reserves the right to obtain an independent laboratory analysis. Results of this analysis will be considered the final basis for billing or billing adjustments.
 - 11.5.3 If a shipment fails to meet the applicable percentage of active chemical or other specification, including the lack of appropriate NSF certification stamps on all Bills of Lading, the delivery will be rejected and Contractor will be notified.
- 11.6** The Contractor shall adhere to the following Department of Transportation and City of Phoenix Requirements:
- 11.6.1 Tank Trailer and Truck Tractor Requirements:
 - 11.6.1.1 The truck tractor and tank trailer(s) utilized for shipment of chemicals, shall be in good condition, shall be pneumatic tired, and must conform to all Federal, State, County and City regulatory requirements as to licensing, dimensions, weights, safety and all other requirements that may be specified.
 - 11.6.2 Hazardous Material Transporters Security Requirements - Upon notification of recommendation of award the successful Offeror must:
 - 11.6.2.1 Affirm, in writing, that the requirements of 49 CFR Part 172.800 and 172.804 regarding Hazardous Material



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
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This information shall be provided in Section VI – Submittals, Paragraph 6, EMERGENCY TWENTY-FOUR HOUR SERVICE.

11.6.6.1 The telephone with that number must be monitored at all times that the hazardous material is in transit, including storage time, by a person who is either knowledgeable of the hazardous material being shipped and has comprehensive emergency response and incident mitigation information for that material, or has immediate access to a person who possesses such knowledge and information.

11.6.6.2 The emergency response phone number shall be on the shipping paper immediately following the description of the hazardous material.

11.6.7 Contractor shall follow all safety procedures:

11.6.7.1 If a spill should occur, the Driver is responsible to report the spill to City staff.

11.6.7.2 The incident shall be noted on the bill of lading and signed and dated by the Driver.

12. UNLOADING REQUIREMENTS FOR NON-AQUEOUS CHEMICALS:

12.1 The Contractor shall unload the specified chemical(s) at the City's designated unloading areas, and shall provide all labor, material, equipment, and supplies necessary for unloading at the locations specified.

12.2 City personnel will monitor the Driver, or other personnel identified by the Contractor, to accept deliveries.

12.3 Delivery drivers must adhere to the following safety procedures upon arrival at the plant:

12.3.1 Check safety devices (shower, eyewash, and communications) for proper operation.

12.3.2 Remain in attendance at all times to ensure that unloading/loading is performed to completion.

12.4 The Driver must be experienced in the transfer procedures and requirements of the specified chemical(s) and completely knowledgeable in the application of any emergency procedures required during operation.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX
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9.	Powdered Activated Carbon	100%	LBS	525,000 LBS
10.	Silica Dioxide	95%	LB	100,000 LBS
11.	Sodium Bisulfite	25%	Dry LBS	900,000 Dry LBS
12.	Sodium Bisulfite	25%	Drum	8,800 Dry LBS
13.	Sodium Bisulfite	25%	Tote	31,000 Dry LBS
14.	Sodium Bisulfite	38%	Dry LBS	400,000 Dry LBS
15.	Sodium Hypochlorite	12.5%	Dry LBS, Truckload	40,000 Dry LBS
16.	Sodium Hypochlorite	12.5%	Dry LBS, Small Bulk, Non-NSF	5,000 Dry LBS
17.	Sodium Hypochlorite	12.5%	Dry LBS, Small Bulk	40,000 Dry LBS
18.	Sodium Hypochlorite	12.5%	Dry LBS, Drums	16,500 Dry LBS



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

3. COSTS AND PAYMENTS:

3.1 PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

Contractor offers a prompt payment discount of either 0 % - 30 days or 0% - 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

4. REQUIRED SAMPLE SUBMISSION FOR POWDERED ACTIVATED CARBON BID(S): Offerors who submit a bid for Powdered Activated Carbon shall also submit -

4.1 Provide a one-pound Powdered Activated Carbon Sample for performance testing and analysis.

4.2 Provide the iodine number, surface area, and pore size distribution plot with the one-pound sample.

4.3 Provide a signed statement with the sample, verifying that the product furnished under a resulting agreement will conform to the sample provided with the Offer.

4.4 Send sample(s) to: 24th St. Water Treatment Plant
6202 N 24th St., BLDG 2
Phoenix, AZ 85016
ATTN: Water Production Superintendent

5. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS: Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.



SECTION VI – SUBMITTALS

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 153957--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

TH

Awarded this 15 day of March 2021

Eric Froberg, Interim Water Services Department Director

ATTEST:

City Clerk

Mar 18, 2021



Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



ATTACHMENT A – SOLICITATION
TRANSPARENCY FORM

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

Patrick Maloney

First

MI

Last

Suffix

2. Contract Information

Solicitation # or Name: IFB-2021-WPP-308 (DJR) Water and Wastewater Treatment Chemicals Requirements Contract

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

Donau Carbon US LLC

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

N/A

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

Subcontractors may be retained, but not known as of the time of this submission.

List of subcontracts, including the name of the owner(s) and business name:

N/A

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.



**ATTACHMENT A – SOLICITATION
TRANSPARENCY FORM**

**CITY OF PHOENIX
200 W. Washington St.,
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Phoenix, AZ 85003**

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

8. Acknowledgements

A.Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited



**ATTACHMENT B – PROFESSIONAL
REFERENCES**

**CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003**

1. **PROFESSIONAL REFERENCES:** The Offeror shall furnish the names, addresses, and telephone numbers of a minimum of three companies or government organizations for which the Offeror is currently furnishing, or has furnished, one or more of the chemicals specified in Section V – Scope of Work, Item 1, Purpose. Do not list City of Phoenix employees or officials as references.

Company Name See attached

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name See attached

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name See attached

Address _____

Reference _____

Telephone Number _____

Email address _____



ATTACHMENT D – BID SHEET ADDENDUM

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

1. Instructions: In the table(s) below, fill out the following fields –
 - 1.1 The Manufacturer Name.
 - 1.2 The Product Number (No.).
 - 1.3 The Quantity in Gallons (if applicable).
 - 1.4 The Neat Pounds (lbs.) per Gallon (if applicable).
 - 1.5 The Quantity in Neat lbs. (if applicable).
 - 1.6 The Lead Time (in Calendar Days).
 - 1.7 The Unit Price per specified unit of measure.
 - 1.8 The Total Price, excluding tax.
 - 1.8.1 The total price is calculated by multiplying the unit price with the estimated annual quantity figure.
 - 1.8.2 In the event of a disparity between the Unit Price and Total Price, the Unit Price will prevail.
 - 1.9 The Grand Total, which is the sum of the total prices.
2. Offerors may bid on one or multiple groups.
3. For Groups 1, 2, 3, 5, 6, and 7, the award shall be determined by the Grand Total per group.
4. For Group 4 (Powdered Activated Carbon), the award shall be determined by the product that receives the lowest calculated Index Value. The Index Value is determined by the amount of TOC remaining at the end of performance jar testing, the unit cost, and the lotline number. Refer to Section V – Scope of Work, Item # 5.4.3 in the Solicitation.
5. Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DONAU CARBON US, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be compensated for deliveries of PAC per the attached City of Phoenix Contract No. 153957--0.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$200,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached City of Phoenix Contract No. 153957--0.




ATTACHMENT D – BID SHEET ADDENDUM

CITY OF PHOENIX
200 W. Washington St.,
9th Floor
Phoenix, AZ 85003

Group 3 - Hydrofluorosilicic Acid											
Item No.	Description	Manufacturer Name	Product No.	Percent Active	Estimated Annual Quantities	Quantity in Gallons	Neat lbs. per Gallon	Quantity in Neat lbs.	Lead Time (Calendar Days)	Unit Price (per Dry lb.)	Total Price
1.	Hydrofluorosilicic Acid			24.5%	254,000					NB	
Grand Total										NB	

Group 4 - Powdered Active Carbon									
Item No.	Description	Manufacturer Name	Product No.	Percent Active	Estimated Annual Quantities	Lead Time (Calendar Days)	Unit Price (per lb.)	Total Price	
1.	Powder Activated Carbon	Donau Carbon US LLC	Watercarb 803	100%	525,000	5-7 days	\$0.8181	\$429,502.50	
Grand Total								\$429,502.50	

Group 5 - Silica Dioxide									
Item No.	Description	Manufacturer Name	Product No.	Percent Active	Estimated Annual Quantities	Lead Time (Calendar Days)	Unit Price (per lb.)	Total Price	
1.	Silica Dioxide			95%	100,000		NB		
Grand Total								NB	

	SOLICITATION ADDENDUM Page 1 of 2	CITY OF PHOENIX Water Services Department 200 W. Washington Street 9th Floor Phoenix, AZ 85003
	Solicitation Number: IFB-2021-WPP-308 (DJR) Addendum # 01 Solicitation Due Date: 12/02/2020, 2:00 p.m., Phoenix Local Time	

**WATER AND WASTEWATER TREATMENT CHEMICALS –
REQUIREMENTS CONTRACT**

This addendum incorporates the following change into the subject solicitation:

- I. Section I – Instructions, Item # 1.1 is removed in its entirety, revised, and replaced with the following language:

The City of Phoenix invites sealed offers for the supply of various water and wastewater treatment chemicals (listed below) for a five-year period commencing on or about April 1, 2021, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later:

1.1.1 Acidified Copper Sulfate

1.1.2 Caustic Soda (Sodium Hydroxide)

1.1.3 Hydrofluorosilicic Acid

1.1.4 Powdered Activated Carbon

1.1.5 Silica Dioxide

1.1.6 Sodium Bisulfate


1.1.7 Sodium Hypochlorite

- II. **Response to Questions Received for This Solicitation:**

1. *Question: Is this solicitation a pre-bid solicitation only?*

Answer: The subject solicitation is not a multi-step Invitation for Bid (IFB). The City of Phoenix is requesting bids for the chemicals specified in Section I – Instructions, Items 1.1.1 - 1.1.7), which are divided into seven (7) groups (see Attachment C – Bid Sheet). Offerors may bid on one group or multiple groups.

If an Offeror wishes to place a bid on Group 4 (Powdered Activated Carbon), the Offeror must also mail in or deliver a 1-pound sample. Refer to Section I – Instructions, Item #16, Section V – Scope of Work, Item # 5.4, and Section VI – Submittals, Item #4.

	SOLICITATION ADDENDUM Page 1 of 2	CITY OF PHOENIX Water Services Department 200 W. Washington Street 9th Floor Phoenix, AZ 85003
	Solicitation Number: IFB-2021-WPP-308 (DJR) Addendum # 02 Solicitation Due Date: 12/02/2020, 2:00 p.m., Phoenix Local Time	

**WATER AND WASTEWATER TREATMENT CHEMICALS –
REQUIREMENTS CONTRACT**

I. Response to Questions Received for This Solicitation:

1. *Question: Do you anticipate extending the bid due date?*

Answer: At this time, the City of Phoenix (the City) will not consider extending the bid due date for the subject solicitation.

2. *Question: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?*

Answer: Refer to Section V – Scope of Work, Item #5.4.3 and Attachment C – Bid Sheet, Items #3 and #4.

3. *Question: Was this bid posted to the nationwide free bid notification website at mygovwatch.com?*

Answer: No.


4. *Question: Other than your own website, where was this bid posted?*

Answer: IFB-2021-WPP-308 (DJR) was only posted to the City's solicitation website.

5. *Question: Since the carbons will be performance tested to determine their effectiveness anyway, would the City consider carbon samples with a 500 min. iodine level (based off the current product which we believe is Hydrodarco B)?*

Answer: No, the City will not consider carbon samples with a 500 minimum iodine number. The City is changing its utilization of Powdered Activated Carbon (PAC). The City intends to use PAC as a supplementary filtration medium at the water treatment plants during times of challenging water quality. Therefore, the City requires PAC with an iodine number at or above 750. Refer to Section V – Scope of Work, Items #5.4.2 and #5.4.3.

All other terms and conditions remain unchanged.

	SOLICITATION ADDENDUM Page 1 of 5	CITY OF PHOENIX Water Services Department 200 W. Washington Street 9th Floor Phoenix, AZ 85003
	Solicitation Number: IFB-2021-WPP-308 (DJR) Addendum # 03 Solicitation Due Date: 12/02/2020, 2:00 p.m., Phoenix Local Time	

**WATER AND WASTEWATER TREATMENT CHEMICALS –
REQUIREMENTS CONTRACT**

This addendum incorporates the following changes into the subject solicitation:

- I. Attachment C – Bid Sheet is removed in its entirety, renamed, revised, and replaced with **Attachment D – Bid Sheet Addendum**.
- II. Section I – Instructions, Item # 1.1.6, is revised to read: "Sodium Bisulfite".
- III. Section V – Scope of Work, Item # 1.6, is revised to read: "Sodium Bisulfite".
- IV. Section V – Scope of Work, Item # 5.6, is revised to read: "SODIUM BISULFITE".
- V. Section V – Scope of Work, Item # 14.3, the table is removed in its entirety, revised, and replaced with the following:

Item No.	Description	Percent Active	Unit of Measure	Estimated Annual Quantity
1.	Acidified Copper Sulfate	64%	50-Pound Pail	2,100 Pails
2.	Caustic Soda	20%	Dry LBS	66,000 Dry LBS
3.	Caustic Soda	25%	Small Bulk	4,000 Dry LBS
4.	Caustic Soda	25%	Small Bulk, Non-NSF	4,000 Dry LBS
5.	Caustic Soda	25%	Drum	8,250 Dry LBS
6.	Caustic Soda	25%	Truckload	500,000 Dry LBS
7.	Caustic Soda	50%	Truckload	8,000,000 Dry LBS
8.	Hydrofluorosilicic Acid	24.5%	Dry LBS	254,000 Dry LBS
9.	Powdered Activated Carbon	100%	LBS	525,000 LBS
10.	Silica Dioxide	95%	LB	100,000 LBS
11.	Sodium Bisulfite	25%	Dry LBS	900,000 Dry LBS
12.	Sodium Bisulfite	25%	Drum	8,800 Dry LBS
13.	Sodium Bisulfite	25%	Tote	31,000 Dry LBS
14.	Sodium Bisulfite	38%	Dry LBS	400,000 Dry LBS
15.	Sodium Hypochlorite	12.5%	Dry LBS, Truckload	40,000 Dry LBS
16.	Sodium Hypochlorite	12.5%	Dry LBS, Small Bulk, Non-NSF	5,000 Dry LBS
17.	Sodium Hypochlorite	12.5%	Dry LBS, Small Bulk	40,000 Dry LBS
18.	Sodium Hypochlorite	12.5%	Dry LBS, Drums	16,500 Dry LBS



SOLICITATION ADDENDUM

Page 3 of 5

Solicitation Number: IFB-2021-WPP-308 (DJR)
Addendum # 03
Solicitation Due Date: 12/02/2020, 2:00 p.m., Phoenix Local Time

CITY OF PHOENIX
Water Services Department
200 W. Washington Street
9th Floor
Phoenix, AZ 85003

7. *Question: Can you confirm that you want Bisulfate not Bisulfite as you have used both terms and there is a difference between SO3 and SO4. SO3 is sulfite. SO4 is sulfate and they are not the same product (bid document page 56 5.6).*

Answer: The City of Phoenix clarifies that it has a need for **Sodium Bisulfite**. Refer to Sections I through V of this addendum.

8. *Question: Would you be willing to give minimum (preferred) or even typical delivery order sizes for all Sodium Bisulfite products as well as specify which delivery locations this will be used at? Are split loads to multiple sites ever required?*

Answer: Totes of Sodium Bisulfite are typically ordered by the Remote Facilities. The 23rd Ave. and 91st Ave. Wastewater Treatment Plants may order Sodium Bisulfite in bulk. The City of Phoenix rarely requires split loads.

9. *Question: Can you confirm that this bid is subject to the Arizona state use tax and provide that rate? Can you also confirm tax exemption from state and federal taxes?*

Answer: The chemicals specified in the subject solicitation are tax-exempt.

10. *Question: Sodium Hydroxide volume seem to have doubled since the 2016 bid, are these the current volumes or the expected increase in volume?*

Answer: The volumes provided in the subject solicitation are estimates only. Refer to Section V – Submittals, Item # 5.


11. *Question: This bid seems be out well in advance of the start date, is there a reason the City is going out to bid 5 months in advance?*

Answer: It is in the City of Phoenix's best interest to do so.

12. *Question: Can you please confirm the annual volumes for: Caustic Soda 20% Dry LBS, Caustic Soda 25% Truckload Dry LBS, and Caustic Soda 50% Truckload Dry LBS?*

Answer: The volumes provided in the subject solicitation are estimates only. Refer to Section V – Submittals, Item # 5.

13. *Question: Pg. 9, Section 15.3 (and Pg. 52 Section 4.2) require a certified quality analysis of the product offered as performed by an independent third-party laboratory certified by the appropriate Environmental State Agency, would the City accept an in-house quality analysis of the product?*

	SOLICITATION ADDENDUM Page 5 of 5	CITY OF PHOENIX Water Services Department 200 W. Washington Street 9th Floor Phoenix, AZ 85003
	Solicitation Number: IFB-2021-WPP-308 (DJR) Addendum # 03 Solicitation Due Date: 12/02/2020, 2:00 p.m., Phoenix Local Time	

For the Water Treatment Plants located on the north canal (24th St and Deer Valley), from 2017 - 2020, Raw TOC Max = 12.5 mg/L (runoff event); Raw TOC Min = 2.5 mg/L; Raw TOC Avg = 4.3 mg/L.

For the Water Treatment Plant located on the south canal (Val Vista), from 2017-2020, Raw TOC Max = 38 mg/L (runoff event); Raw TOC min = 2.1 mg/L; Raw TOC Avg = 4.6 mg/L.

For non-runoff events, the Raw TOC Max for both canals is around 6.5 – 7.0 mg/L (sustained for weeks based on large-scale events).

19. *Question: In Section V – Scope of Work, page 70, there is an asterisk (*) in front of the words "Powdered Activated Carbon" – what does that reference?*

Answer: The asterisk in question has been removed. Refer to Section V of this addendum.

20. *Question: On page 5 it says Offers are due electronically to daniel.rice@phoenix.gov, but then on page 71 it says, "Please submit one original PDF copy electronically via email to the following: WSDprocurement@phoenix.gov". Please verify the email address to which we should submit our response.*

Answer: All bids shall be submitted to daniel.rice@phoenix.gov. Refer to Section VI of this addendum.

All other terms and conditions remain unchanged.

Offeror is required to sign and return addendum with their bid.

Name of Company: Donau Carbon US LLC

Address: 551 N US Hwy 41, Dunnellon FL 34432

Print Name and Title: Patrick Maloney / CEO

Authorized Signature: _____
