

Staff Summary Report

Council Meeting Date: 11-08-2007

Agenda Item Number: _____

SUBJECT: Request to award a one-year contract with two, one-year renewal options to General Chemical Performance Products LLC for liquid aluminum sulfate.

DOCUMENT NAME: 20071108fst03 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (IFB #08-032) Total cost for this contract shall not exceed \$500,000 during the initial contract period.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 3013-6310 and 3014-6310

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Invitation for Bid (RFP) #08-032 was issued to establish a contract for liquid aluminum sulfate. Two vendors responded to the Invitation for Bid. An evaluation composed of Water Utilities and Procurement staff reviewed the responses. The committee recommendation was to award the contract to General Chemical Performance Products LLC who met the requirements of the Invitation for Bid.

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 08-032

BID ISSUE DATE: 09/05/2007

Commodity Code(s): 885-66

PROCUREMENT DESCRIPTION: Liquid Aluminum Sulfate

BID DUE DATE/TIME: Tuesday, October 2, 2007, 3:00 P.M. Local Time
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, September 21, 2007 5:00 P.M., MST

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings _____, CPPB E-mail: ted_stallings@tempe.gov Phone No: 480-350-8617

Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 2 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

JH

Jerry Hart
Financial Svcs Mgr

Form 201-A (IFB)
(H:/IFB 3-2002)

IFB 07-178

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name	GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC		
Company Mailing Address	90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054		
Company Street Address	90 EAST HALSET ROAD, PARSIPPANY, NJ 07054		
Bid Offeror Contact	CHRISTINE A. AMATO	Title	BID/QUOTE REPRESENTATIVE
Contact's Phone No.	1-800-631-8050	E-mail Address	CAMATO@GENCHEMPCORP.COM
<u>Bidder's Company Tax Information:</u>			
Arizona Transaction Privilege (Sales) Tax No.	NOT APPLICABLE		or
Arizona Use Tax No.			
Federal I.D. No.	74-3104940		
City & State Where Sales Tax is Paid	NOT APPLICABLE		

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) CHRISTINE A. AMATO

Bid Offeror's Title (Type of Print in ink) BID/QUOTE REPRESENTATIVE

Date SEPTEMBER 28, 2007

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.

Christine A. Amato

Signature of Authorized Bid Offeror

SEPTEMBER 28, 2007

Date

INSTRUCTIONS TO BIDDERS

Please note that these Instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Invitation For Bid that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this Invitation For Bid.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", form 201-B (IFB) as provided in this Invitation For Bid.
3. **Inquiries:** Questions regarding this Invitation For Bid are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (IFB); unless another City contact is specifically named in this Invitation For Bid. Questions should be submitted in writing, when time permits. When sending correspondence related to this Invitation For Bid, identify within the letter, the appropriate Invitation For Bid number, page and paragraph at issue. However, bidder must not place the Invitation For Bid number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Bidders Conference:** If a Bidders Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the Invitation For Bid as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this Invitation For Bid, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this Invitation For Bid.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this Invitation For Bid. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Invitation For Bid includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe prepaid. Unless specifically requested in this Invitation For Bids, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-8327 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this Invitation For Bid, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchase) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this Invitation For Bid) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.

13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this Invitation For Bid or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Invitation For Bid that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Invitation For Bid and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.
15. **Compliance with City Solicitation & Forms:** Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this Invitation For Bids and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", form CS-P201 (B), the bidder certifies:
 - A. The submission of the bid response did not involve collusion or other anti-competitive practices.
 - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.
 - C. The vendor 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. Failure to sign the "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Invitation For Bid and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Invitation For Bid and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the contractor.
5. **Contract Formation:** This contract shall consist of this Invitation For Bid document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Invitation For Bid shall govern. The City's Invitation For Bid shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Invitation For Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this Invitation For Bid document or in the vendor's bid response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail 0 Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Invitation For Bids shall receive any direct or indirect benefit from the use of these specifications.
17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential, isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

INVITATION FOR BID SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this Invitation For Bid may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an Invitation For Bid. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Invitation For Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation For Bid document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation For Bid to be valid and irrevocable for 90 days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of 24 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Invitation For Bids that wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 30 day notice of termination to the other party.

8. **Cancellation for Default:** This contract is critical to the City of Tempe and the City reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

1. The contractor provides material that does not meet the specifications of the contract;
2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
4. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The City may resort to any single or combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials and/or services from another source, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above or any other remedies as provided by law.

9. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.

11. **Delivery:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bidder must be clear in regard to those variations.

12. **Pricing:** Pricing accuracy and completeness are critical. All items being bid must be identified and priced. In the case of a system bid, all items which are required to make the system function in accord with stated Invitation For Bid requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the bidder is to include an itemized listing of all required products and services needed to make their proposed system (equipment hardware and/or software) fully functional and in conformity with stated Invitation For Bid needs.

13. **120 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 120 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the contractor.

14. **Bid Evaluation:** In an Invitation For Bid, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation For Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Conformity with Bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- b. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
- c. Operational and/or ergonomic compatibility with existing City resources, as applicable;
- d. Availability of competent service and prompt delivery of materials, parts and services;
- e. Having legally required licenses, certifications and/or qualifications to perform the contract;
- f. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;

- g. Record of past performance and integrity on City and/or other public agency contracts; and.
- h. Production capability of equipment as determined by product samples, customer references, and/or City inspection.

15. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if bidder's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive bidder. Should no bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the contract to the most responsive bidder or cancel the bid and re-bid the need under revised specifications.

16. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the agency to order and the contractor to deliver the material and/or service.

17. **Estimated Quantities:** This Invitation For Bid references quantities as a general indication of the needs of the City; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Invitation For Bid; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each bidder.

18. **Change Order:** The City of Tempe Procurement Office reserves the right (with contractor's approval) to execute change orders reflecting a quantity increase within 90 days from contractor's initial delivery date. No change order will be executed outside of the Scope of the City's Invitation For Bid and the contractor's bid response and price.

19. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Invitation For Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation For Bid will be accepted for payment.

20. **Samples Upon Request - 72 Hours:** Samples of items, when requested, must be submitted within 72 hours. Unless otherwise specified by the City Procurement Office, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.

21. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

- g. Record of past performance and integrity on City and/or other public agency contracts; and.
- h. Production capability of equipment as determined by product samples, customer references, and/or City inspection.

15. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if bidder's proposed product(s) and/or service(s) is/are capable of performing the function.

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21. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

4. Contractor's Pollution Liability: Contractor's Pollution Liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the contractor as specified in the contract's Scope of Work and which shall include:
 - a. bodily injury sickness, disease, death, mental anguish or shock;
 - b. property damage, including physical injury, to or destruction of property Including loss of use, clean up costs, and loss of use of property not physically injured nor destroyed; and
 - c. defense costs, including charges and expenses for investigation and claims adjustment.
5. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
 - b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage's for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

26. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
27. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
 - a. If intended for the City, to:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
 - b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

28. **Key Personnel:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.
29. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of delivery by the City. Unless terms other than net 30 days are offered as a discount.
30. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
31. **Taxes:** Bid all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your bid pricing; unless specifically requested on the Price Sheet(s) within the bid/proposal solicitation document. The City is exempt from payment of Federal Excise Tax and for bid evaluation purposes will add Sales or Use Tax as applicable. For bid evaluation purposes, the transaction (sales) Privilege Tax that is to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realized net expense of zero (0).
32. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.
33. **Compliance with Laws** Contractor shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply, but not require an amendment.

34. **Sub-Contractor(s)** Contractor will be fully responsible for all acts and omissions of any sub-contractor(s) and of persons directly or indirectly employed by any sub-contractor(s) and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any sub-contractor(s), except as may be required by law.

City of Tempe reserves the right to approve all sub-contractor(s). Contractors are responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured in addition to the City of Tempe on all required insurance documents.

35. **Employee of the Contractor** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites.

36. **Conduct and Dress Code** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.

37. **Driver's License** Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial driver license (CDL) as required and issued by the State of Arizona.

Scope

The City of Tempe is issuing this Invitation For Bid to establish a contract for the purchase of liquid aluminum sulfate on an as-needed basis. The resulting contract is for an initial twelve month period, is subject to renewal and may be available for use by other cities per the Special Terms and Conditions of this Invitation for Bid (IFB).

Certification of Laboratory Analysis

The contractor shall submit certified laboratory analysis certificates to the cities for any delivered load when requested. The analysis certificates shall give the aluminum and ferric oxide content, insoluble material and the sieve analysis for dry material. This chemical analysis shall be in accordance with laboratory testing procedures outlined in AWWA Standards B-403 (latest editions). All differences in the laboratory analysis and the city's specifications will result in rejection of the entire load/delivery at no cost to the appropriate city. The city retains the right to make random, independent laboratory analysis to insure purity. Such cost of independent laboratory analysis will be paid by the contractor if the load/delivery is found not be in accordance to the contract specifications. If the materials are found to be in compliance, the city will pay the fees for the independent laboratory analysis.

Estimated Annual Usage

Estimated annual usage - 4,600 tons.

Delivery

Johnny G. Martinez Water Treatment Plant - Monday through Friday, 7:00 a.m. – 3:00 p.m.

South Tempe Water Treatment Plant – Monday through Friday 7:00 a.m. – 3:00 p.m.

Bid price shall include delivery and appropriate unloading. Liquid aluminum sulfate shall be delivered by tanker truck.

Product shall be delivered in bulk quantities. Delivery shall be within 48 hours after placing of order by the City to contracted vendor excluding weekends and holidays.

Certified Weights

Two copies of certified scale weights are required for deliveries. Copies are to be provided with all deliveries.

Chemical Unloading

The contracted vendor will provide the necessary equipment, i.e. compressors, hoses, proper connections and related materials to transfer chemicals into the City's storage tanks, and will be held liable for any spillage on the City's property. OSHA safety procedures will be enforced during unloading and at all times.

Security

Before the truck leaves the terminal, the contractor must notify the plant that the delivery is in route. The contractor must provide the name of the driver making the delivery, so that plant personnel can verify the driver's photo ID. All trucks must be sealed with a security tag, and the serial number on the security tag must be faxed to the appropriate plant after the truck has been loaded and ready for shipping. The tractor, tanker, and/or trailer number must also be faxed to the plant. The manifest that accompanies the shipment must contain the same information along with the serial numbers and tractor/tanker numbers. Discrepancies in any of these procedures could result in the load being refused, and will result in the delay of the unloading of chemicals, until discrepancies are satisfactorily resolved.

Material Removal

If the material does not meet the specifications, the contracted vendor will remove the substandard material at their (contracted vendor's) cost. The contracted vendor will replace all the substandard material at their (contracted vendor's) expense, or reimburse the City at the current value of the material.

Specifications

The minimum specifications are as follows:

Liquid Aluminum Sulfate

Liquid aluminum sulfate shall be purified liquid of commercial grade for water treatment purposes in accordance with AWWA Standards B-403 (latest editions).

The liquid aluminum sulfate supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water treated with it.

Bid price and payment shall be based on the dry weight basis of 17% of Al_2O_3 .

The temperature of the chemical shall be below 160 degrees at the time of delivery.

Bid Questionnaire

Please note that as used in this Questionnaire, "Your" refers to Bidder's company. Please respond to all questions in an orderly manner.

1. What is the address of your facility that will provide the product requested?

GENERAL CHEMICAL

SAN TAN INDUSTRIAL PARK
SACATON, AZ 85247

2. List three (3) customer references (government and/or large business preferred) for which your firm has provided similar product.

Company

Contact Person

Telephone #

SEE ATTACHED

3. Will your company deliver the chemicals in 48 hours?

Yes ☒ No ☐

4. Does your company have all required Federal, State, and local certifications, licenses, and permits required for the operation of the business?

Yes ☒ No ☐

5. Does the product bid meet or exceed all required AWWA Standards B-403 (latest editions)?

Yes ☒ No ☐

6. Is product proposed of the type and quality suitable for use in water treatment?

Yes ☒ No ☐

7. Does your company accept all terms and conditions?

Yes ☒ No ☐

8. If selected, will your company allow other government agencies to utilize this contract?

Yes ☐ No ☒

9. Attach Material Safety Data Sheets for product proposed.

10. Attach a completed chemical test sheet for product proposed.

11. What are your company's product warranties/guarantees for the product proposed? Attach copies.

IFB Checklist For Submittals

- ☒ One-(1) signed and completed original of the Bid response, including "Vendor's Bid Offer" Form 201-B (IFB).
- ☒ Two (2) additional copies of bid response for evaluation purposes.
- ☒ The Bid Questionnaire has been completed and included.
- ☒ Price Information completed and included.
- ☒ N/A Any addendum(s) have been included.
- ☒ Material Data Safety Sheets (MSDS) for product bid.
- ☒ Chemical test sheet(s) for product bid.
- ☒ Product warranties/guarantees for the product(s) proposed.

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Liquid Aluminum Sulfate Manufacturer: <u>GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC</u> Product I.D.: <u>LIQUID ALUMINUM SULFATE - STANDARD</u> Packaging size as delivered: <u>BULK TANK TRUCKS, 4,000 GLS</u> (acceptable in bulk)	4,600	Tons	\$ <u>235.95</u> (DRY BASIS)	\$ <u>1,085,370.00</u>

* Applicable Tax N/A %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, Form 201-B (IFB) included in this Invitation for Bid document.**

Less prompt payments discount terms of ---%--- days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:	Cecilia Miller	Letters A-C
	Ramona Zapien	Letters D-O
	Penny Brophy	Letters P-Z

(H:/IFB 3-2002)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☒ Other **▶ LLC**

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

90 EAST HALSEY ROAD

City, state, and ZIP code

PARSIPPANY, NJ 07054

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | + | + | | |

or

Employer identification number

7 4 3 1 0 4 9 4 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Christine A. Amato
CHRISTINE A. AMATO, BID/QUOTE REPRESENTATIVE

Date

9/28/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest or paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

REFERENCES FOR THE SUPPLY OF LIQUID ALUMINUM SULFATE

The following is a list of 3 customers General Chemical currently supplies with Liquid Aluminum Sulfate for the 2006 and 2007 calendar years. All of these contracts are a result of the municipal bid process. If more specific information is needed please contact our office at 1-800-631-8050 extension 1943.

<u>Customer/Address</u>	<u>Contact/Phone</u>
City of Glendale 28101 North 63 rd Avenue Glendale, AZ 85310	Brian Guzi 623-930-2862
City of Phoenix 251 West Washington Street Phoenix, AZ 85003	Janet Kusmider 602-495-5792
City of Chandler 249 East Chicago Street Chandler, AZ 85225	Carolee Stees 480-782-2400

Water Chemicals Group



90 East Halsey
Road
Parsippany, N.J. 07054
Tel: 973-515-0900
Fax: 973-515-4461

WARRANTY INFORMATION

General Chemical will accept return of material and replace material. Samples will be taken of material and analyzed. Any material that is off-spec as a result of a General Chemical production error will be replaced without cost to customer. If product damage is a result of transportation, we will then partner with our carrier to pursue the cause of the problem and develop a resolution in the best interest of the customer.



Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

LIQUID ALUMINUM SULFATE

The current typical analysis for Liquid Aluminum Sulfate is as follows:

% Total Soluble Al ₂ O ₃	8.25
% Free Al ₂ O ₃	0.1
% Total Iron (as Fe ₂ O ₃)	0.2
% Actual Fe ₂ O ₃	0.03
% Insoluble in water	0.01

General Chemical Performance Products LLC certifies that Aluminum Sulfate as produced by our manufacturing locations will meet NSF/ANSI Standard 60 and AWWA Standard B-403-03 in every respect.

A handwritten signature in cursive script, reading "Christine A. Amato". The signature is written in dark ink and is positioned above a horizontal line.

Christine A. Amato
Bid/Quote Representative



OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI Standard 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on August 3, 2007.

GENERAL CHEMICAL, LLC
WATER TREATMENT CHEMICALS
1421 WILLIS AVENUE
SYRACUSE, NY 13204
315-478-2323

Facility: # 20 USA

Chemical/ Trade Designation	Function	Max Use
Polyaluminum Chloride [AL]		
Hyper+Ion® 4060	Coagulation & Flocculation	250 mg/L
Hyper+Ion® 4061	Coagulation & Flocculation	250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility: ASHDOWN, AR

Chemical/ Trade Designation	Function	Max Use
Aluminum Sulfate [AL]		
Alum	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate	Coagulation & Flocculation	150 mg/L
Clar+Ion® A1	Coagulation & Flocculation	150 mg/L
Clar+Ion® A10	Coagulation & Flocculation	150 mg/L
Clar+Ion® A15	Coagulation & Flocculation	150 mg/L
Clar+Ion® A20	Coagulation & Flocculation	150 mg/L
Clar+Ion® A3	Coagulation & Flocculation	150 mg/L
Clar+Ion® A5	Coagulation & Flocculation	150 mg/L
Clar+Ion® A7	Coagulation & Flocculation	150 mg/L
Clar+Ion® CS [CP]	Coagulation & Flocculation	150 mg/L
Gen+Pas® 701	Coagulation & Flocculation	150 mg/L
Gen+Pas® 703	Coagulation & Flocculation	150 mg/L
Gen+Pas® 705	Coagulation & Flocculation	150 mg/L
Gen+Pas® 707	Coagulation & Flocculation	150 mg/L
Gen+Pas® 710	Coagulation & Flocculation	150 mg/L
Gen+Pas® 715	Coagulation & Flocculation	150 mg/L
Gen+Pas® 720	Coagulation & Flocculation	150 mg/L
Liquid Alum	Coagulation & Flocculation	150 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.



Liquid Alum Acidized 0.5-5.0% Coagulation & Flocculation 150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility: PINE BLUFF, AR

Chemical/ Trade Designation	Function	Max Use
Aluminum Sulfate [AL]		
Alum	Coagulation & Flocculation	150 mg/L
Aluminum Sulfate Liquid	Coagulation & Flocculation	150 mg/L
Gen+Pas® 705	Coagulation & Flocculation	150 mg/L
Gen+Pas® 707	Coagulation & Flocculation	150 mg/L
Gen+Pas® 710	Coagulation & Flocculation	150 mg/L
Gen+Pas® 715	Coagulation & Flocculation	150 mg/L
Gen+Pas® 720	Coagulation & Flocculation	150 mg/L
Polymer Blends [AL]		
Clar+Ion® 9100 [CP] [PD]	Algicide	150 mg/L
	Coagulation & Flocculation	
Clar+Ion® A510P	Coagulation & Flocculation	167 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PD] Certification is based on a maximum carryover of 50 ug/L DADMAC polymer.

Facility: SACATON, AZ

Chemical/ Trade Designation	Function	Max Use
Aluminum Sulfate [AL]		
Alum	Coagulation	150 mg/L
Aluminum Sulfate	Coagulation	150 mg/L
Liquid Alum	Coagulation	150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility: PITTSBURG, CA

Chemical/ Trade Designation	Function	Max Use
Aluminum Chlorohydrate [AL]		
Gen+Pac® 2370	Coagulation & Flocculation	250 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.

Material Safety Data Sheet



Liquid Alum

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Liquid Alum

OTHER/GENERIC NAMES: Aluminum Sulfate, aqueous solution

PRODUCT USE: Water treatment. Various industrial uses.

MANUFACTURER: General Chemical, LLC
90 East Halsey Road
Parsippany, NJ 07054

General Chemical Performance Products Ltd.
277 Lakeshore Road, East, Suite #206
Oakville, Ontario L6J 1H9

FOR MORE INFORMATION CALL: 800-631-8050
US ONLY Customer Service
(Monday-Friday, 9:00am-4:30pm)

CANADA ONLY 866-543-3896
(Monday-Friday, 9:00am-4:30pm) Customer Service

IN CASE OF EMERGENCY CALL: 800-424-9300
US ONLY (CHEMTREC)
(24 Hours/Day, 7 Days/Week)

CANADA ONLY 613-996-6666
(24 Hours/Day, 7 Days/Week) (CANUTEC)

2. COMPOSITION/INFORMATION ON HAZARDOUS INGREDIENTS

<u>INGREDIENT NAME</u>	<u>CAS NUMBER</u>	<u>WEIGHT %</u>
Aluminum sulfate	10043-01-3	~48.5

Trace impurities and additional material names not listed above may also appear in Section 15 towards the end of the MSDS. These materials may be listed for local "Right-To-Know" compliance and for other reasons.

OSHA Hazard Communication Standard: *This product is considered hazardous under the OSHA Hazard Communication Standard.*

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: A clear, odorless light green or amber liquid. Can irritate the skin and eyes. Not flammable, but may release toxic vapors if decomposed in a fire.

POTENTIAL HEALTH HAZARDS

SKIN: May cause skin irritation.

EYES: May strongly irritate or burn the eyes.

INHALATION: Product mists may cause irritation to the respiratory tract.

INGESTION: May irritate the gastrointestinal tract. Concentrated solutions may cause burns to the digestive tract.

DELAYED EFFECTS: None known.



MATERIAL SAFETY DATA SHEET

Liquid Alum

Ingredients found on one of the three OSHA designated carcinogen lists are listed below.

INGREDIENT NAME

NTP STATUS

IARC STATUS

OSHA LIST

No ingredients listed in this section.

4. FIRST AID MEASURES

SKIN: Flush with plenty of water, removing contaminated clothing. If irritation develops, get medical attention.

EYES: Immediately flush with water, continuing for at least 15 minutes. If irritation persists, get medical attention.

INHALATION: Promptly remove to fresh air.

INGESTION: If conscious, immediately give large quantity of water or milk. If not already vomiting, induce vomiting by touching finger to back of throat. Get immediate medical assistance.

ADVICE TO PHYSICIAN: Treat symptomatically.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

FLASH POINT:	Not flammable
FLASH POINT METHOD:	Not applicable
AUTOIGNITION TEMPERATURE:	Not applicable
UPPER FLAME LIMIT (volume % in air):	Not applicable
LOWER FLAME LIMIT (volume % in air):	Not applicable
FLAME PROPAGATION RATE (solids):	Not applicable
OSHA FLAMMABILITY CLASS:	Not applicable

EXTINGUISHING MEDIA:

Product is not flammable. Use any extinguishing agent suitable for surrounding fire.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

None.

SPECIAL FIRE FIGHTING PRECAUTIONS/INSTRUCTIONS:

Use self-contained breathing apparatus. Use water spray to keep containers cool.

6. ACCIDENTAL RELEASE MEASURES

IN CASE OF SPILL OR OTHER RELEASE: (See section 8 for recommended personal protective equipment.)

Dilute small spills or leaks cautiously with plenty of water. Neutralize any further residue with alkali such as soda ash, lime or limestone. Adequate ventilation is required if soda ash or limestone is used, because of the consequent release of carbon dioxide gas. Large spills: dike up with soda ash and neutralize as above. Collect liquid and/or residue and dispose of in accordance with applicable regulations.

Spills and releases may have to be reported to Federal and/or local authorities. See Section 15 regarding reporting requirements.



MATERIAL SAFETY DATA SHEET

Liquid Alum

7. HANDLING AND STORAGE

NORMAL HANDLING: (See section 8 for recommended personal protective equipment.)
Avoid contact with skin, eyes and clothing. Do not breathe product mists.

STORAGE RECOMMENDATIONS:
Store in a cool area.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS:
Use local exhaust to keep airborne concentrations below the permissible exposure limits.

PERSONAL PROTECTIVE EQUIPMENT

SKIN PROTECTION: Wear appropriate personal protective clothing to prevent skin contact. If prolonged or repeated contact is anticipated, all clothing should be impervious to liquid.

EYE PROTECTION: Wear chemical safety goggles or face shield to prevent eye contact. Do not wear contact lenses.

RESPIRATORY PROTECTION: A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.

ADDITIONAL RECOMMENDATIONS: To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR1910.132) be conducted before using this product. Eyewash and safety showers are recommended.

EXPOSURE GUIDELINES

<u>INGREDIENT NAME</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>OTHER LIMIT</u>
Aluminum sulfate (as Aluminum)	2 mg/m ³	2 mg/m ³	None

OTHER EXPOSURE LIMITS FOR POTENTIAL DECOMPOSITION PRODUCTS:
None



MATERIAL SAFETY DATA SHEET

Liquid Alum

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Clear, light green or amber liquid.
PHYSICAL STATE: Liquid
MOLECULAR WEIGHT: ~594 for $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$
CHEMICAL FORMULA: 48.5% $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ in water
ODOR: Odorless
SPECIFIC GRAVITY (water = 1.0): 1.335
SOLUBILITY IN WATER (weight %): 100
pH: ~3.5 (1% solution)
BOILING POINT: 101°C
MELTING POINT: -16°C
VAPOR PRESSURE: Not applicable
VAPOR DENSITY (air = 1.0): Not applicable
EVAPORATION RATE: Not determined
% VOLATILES: ~50
FLASH POINT: Not flammable
COMPARED TO: Not applicable.
(Flash point method and additional flammability data are found in Section 5.)

10. STABILITY AND REACTIVITY

NORMALLY STABLE (CONDITIONS TO AVOID):

Normally stable. If evaporated to dryness, residue should not be exposed to elevated temperatures (above 760°C), as this will yield toxic and corrosive gases.

INCOMPATIBILITIES:

Alkalis and water reactive materials such as oleum: causes exothermic reactions.

HAZARDOUS DECOMPOSITION PRODUCTS:

At elevated temperatures, sulfur oxides may be formed. These are toxic and corrosive and are oxidizers. Sulfur trioxide is also a fire hazard. The loss of these gases leaves a caustic residue.

HAZARDOUS POLYMERIZATION:

Will not occur

11. TOXICOLOGICAL INFORMATION

IMMEDIATE (ACUTE) EFFECTS:

Aluminum sulfate:
LD₅₀ (oral, mouse): 6207 mg/kg
LD₅₀ (oral, rat): 1930 mg/kg

DELAYED (SUBCHRONIC AND CHRONIC) EFFECTS:

Data not available

OTHER DATA:

None



MATERIAL SAFETY DATA SHEET

Liquid Alum

12. ECOLOGICAL INFORMATION

Aluminum sulfate:

14 ppm/36 hr/ fundulus/fatal/fresh water.

240 ppm/48 hr/mosquito fish/TL_m/water type not specified.

TL_m Mosquito fish, 235 ppm, 96 hours

LC₅₀ Largemouth bass, 250 ppm, 96 hours

13. DISPOSAL CONSIDERATIONS

RCRA

Is the unused product a RCRA hazardous waste if discarded? Yes

If yes, the RCRA ID number is: D002 (corrosive)

OTHER DISPOSAL CONSIDERATIONS:

If permitted by regulations, material may be neutralized with alkali. The information offered in section 13 is for the product as shipped. Use and/or alterations to the product such as mixing with other materials may significantly change the characteristics of the material and alter the RCRA classification and the proper disposal method.

14. TRANSPORT INFORMATION

US DOT HAZARD CLASS//PACKING GROUP: 8, PG III

US DOT ID NUMBER: UN3264

PROPER SHIPPING NAME: Corrosive liquid, acidic, inorganic, N.O.S. (contains aluminum sulfate)

TDG HAZARD CLASS//PACKING GROUP: 8, PG III

TDG ID NUMBER: UN3264

PROPER SHIPPING NAME: Corrosive liquid, acidic, inorganic, N.O.S. (contains aluminum sulfate)

For additional information on shipping regulations affecting this material, contact the information number found in Section 1.

15. REGULATORY INFORMATION

TOXIC SUBSTANCES CONTROL ACT (TSCA)

TSCA INVENTORY STATUS: All ingredients listed on the TSCA Inventory

OTHER TSCA ISSUES: None

SARA TITLE III/CERCLA

"Reportable Quantities" (RQs) and/or "Threshold Planning Quantities" (TPQs) exist for the following ingredients.

INGREDIENT NAME

Aluminum sulfate (anhydrous)

SARA/CERCLA RQ (lb)

5000

SARA EHS TPQ (lb)

None



MATERIAL SAFETY DATA SHEET

Liquid Alum

Spills or releases resulting in the loss of any ingredient at or above its RQ requires immediate notification to the National Response Center [(800) 424-8802] and to your Local Emergency Planning Committee.

SECTION 311 HAZARD CLASS: Immediate

SARA 313 TOXIC CHEMICALS:

The following Ingredients are SARA 313 "Toxic Chemicals" and may be subject to annual reporting requirements. CAS numbers and weight percents are found in Section 2.

INGREDIENT NAME

COMMENT

No ingredients listed in this section.

STATE RIGHT-TO-KNOW

In addition to the ingredients found in Section 2, the following are listed for state right-to-know purposes.

INGREDIENT NAME

WEIGHT %

COMMENT

No ingredients listed in this section.

ADDITIONAL REGULATORY INFORMATION:

None listed

WHMIS CLASSIFICATION (CANADA):

E, D2B.

Classified in accordance with WHMIS Controlled Product regulations.



FOREIGN CHEMICAL CONTROL INVENTORY STATUS:

All ingredients listed on European (EINECS), Canadian (DSL), Australian (AICS), Japan (MITI), Korean (ENCS), Philippines (PICCS) and China (EI).



MATERIAL SAFETY DATA SHEET

Liquid Alum

16. OTHER INFORMATION

CURRENT ISSUE DATE: April 10, 2006

PREVIOUS ISSUE DATE: April 4, 2006

CHANGES TO MSDS FROM PREVIOUS ISSUE DATE ARE DUE TO THE FOLLOWING:

Changes made to section 2.

OTHER INFORMATION: HMIS: 2-0-1
NFPA: 2-0-1

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