



LITTLE ROCK
**Water Reclamation
Authority**
ONE WATER. ONE FUTURE.

NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

LITTLE ROCK RECLAMATION AUTHORITY

for

**Bid # 24COR-017 WASTEWATER TREATMENT CHEMICALS,
RELATED SERVICES, AND SUPPLIES**

SUBMITTAL DEADLINE: October 30, 2025 at 1:00 CT

TABLE OF CONTENTS

Appendix A - Requirements

- Section A Participating Agency Requirements
- Section B Lead Agency Requirements
- Section C Federal Contract Terms and Conditions
- Section D New Jersey Business Compliance
- Section E State Notice Addendum

Appendix B – Best Value Solicitation

- Section F Background & Scope
- Section G Submission Protocol; Evaluation; Award
- Section H Requirements for National Cooperative Contract
- Section I Form of Master Agreement
- Section J Master Agreement Acceptance Form
- Section K Form of Administration Agreement
- Section L Form of Master Intergovernmental Cooperative Purchasing Agreement
- Section M Lead Public Agency Certificate
- Section N Technical Proposal
- Section O Cost Proposal

GENERAL CONTRACT DOCUMENTS AND INFORMATION

The following sets forth the contract documents contained in this suite of documents as applicable to CoreTrust, Lead Agency, Supplier, and the applicable participating agency.

DOCUMENT	TITLE	PARTIES	PURPOSE
APPENDIX A			
Section A*	Participating Agency Requirements	Participating Agency, Lead Agency, and Supplier	<p>These Sections provide the Participating Agencies and Lead Agency's respective statutory and regulatory requirements with which the Supplier must comply.</p> <p>*Sections A and B may be modified as necessary to meet an individual participating public entity's statutory and regulatory requirements.</p>
Section B*	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
APPENDIX B			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier's products and/or services offered to Participating Agencies.
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust's cooperative purchasing program to Participating Agencies.
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency's Participating Agencies to acquire Supplier's products and/or services through CoreTrust's cooperative purchasing program.
Section M	Lead Public Agency Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency's agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Section N	Technical Proposal		Sections N and O are designated for the Supplier's use when developing their technical and cost proposals.
Section O	Cost Proposal		

ORDERS OF PRECEDENCE

This contract is composed of the documents set forth in the Table of Contents. For purposes of this solicitation, conflicts among these documents shall be resolved in the following order of precedence:

1. Section F – Background & Scope
2. Section G – Submission Protocol; Evaluation; Award
3. Section A – Participating Agency Requirements
4. Section B – Lead Agency Requirements
5. Section C – Federal Contract Terms and Conditions
6. Section D – New Jersey Business Compliance
7. Section E – State Notice Addendum
8. Section K – Form of Administration Agreement
9. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement
10. Section I – Form of Master Agreement
11. Section N – Technical Proposal
12. Section O – Cost Proposal
13. Section H – Requirements for National Cooperative Contract
14. Section J – Master Agreement Acceptance Form
15. Section M – Lead Public Agency Certificate

For purposes of the awarded contract, conflicts among these documents shall be resolved in the following order of precedence:

1. Section A – Participating Agency Requirements
2. Section B – Lead Agency Requirements
3. Section C – Federal Contract Terms and Conditions
4. Section D – New Jersey Business Compliance
5. Section E – State Notice Addendum
6. Section F – Background & Scope
7. Section K – Administration Agreement
8. Section L – Master Intergovernmental Cooperative Purchasing Agreement
9. Section I – Master Agreement
10. Section N – Technical Proposal
11. Section O – Cost Proposal



APPENDIX A – REQUIREMENTS

SECTION A – PARTICIPATING AGENCY REQUIREMENTS

This section is reserved for use by Participating Agencies to include any state- or agency-specific requirements necessary for their compliance. Any such requirements apply only to that Participating Agency and where these terms conflict with other terms in this document, these terms supersede the general contract requirements solely for that Participating Agency's use of the Contract. They shall not override or modify the requirements of the Lead Agency and shall not create obligations for any other Participating Agency.

SECTION B – LEAD AGENCY REQUIREMENTS

1. GENERAL INFORMATION

Little Rock Water Reclamation Authority (“LRWRA”) is committed to providing excellent quality sewer services for both residential and business customers as it keeps water resources safe for wildlife and human reuse. LRWRA has three (3) water reclamation facilities: Fourche Creek, Adams Field, and Little Maumelle. LRWRA also has an administration building, maintenance complex and 34 pump stations within the City of Little Rock. Currently, LRWRA has approximately 220 employees.

2. VENDOR'S EMPLOYEES AND SUBCONTRACTORS

A. If any portion of the work will be subcontracted, the Vendor must provide the following information to LRWRA prior to the contract award and again before each renewal period. LRWRA does not require subcontractor information for participating agencies and does not need to be informed of subcontractors used for their individual orders. However, this information should be provided directly to participating agencies, as appropriate, in relation to their own orders.

- name of all subcontractors
- subcontractor's address
- subcontractor's contract information
- complete description of work to be subcontracted

B. Vendor must obtain the using agency's approval of subcontractor(s) prior to subcontractor performing work under this contract.

C. LRWRA shall have the right to require the Vendor to remove an employee or subcontractor from performing work under this contract, if in LRWRA's reasonable opinion such employee or subcontractor.

- is not performing work satisfactorily
- is failing to cooperate as required in this contract
- is posing a security risk to the project or LRWRA
- is otherwise breaching a term of this contract
- their presence on the project is not in the best interest of LRWRA
- or any other reasonable basis

Note: Participating agencies shall have the same right. However, neither the participating agency nor the vendor is required to coordinate with LRWRA.

D. In the event of such removal, Vendor must replace employee or subcontractor with a suitable replacement subject to the approval of the using agency as instructed by LRWRA.



3. PAYMENT AND INVOICE PROVISIONS (Applicable to LRWRA Only)

A. All invoices **shall** be forwarded to:

Little Rock Water Reclamation Authority
ATTN: Accounts Payable
11 Clearwater Drive
Little Rock, AR 72204

Or emailed to: accounts.payable@lrwra.com

B. Payment will be made in accordance with applicable LRWRA accounting procedures upon acceptance of goods and/or services by LRWRA.

C. LRWRA shall not be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the vendor has successfully satisfied LRWRA as to the reliability and effectiveness of the deliverables purchased as a whole.

E. The vendor should invoice LRWRA by an itemized list of charges. LRWRA's bid number should be referenced on each invoice.

F. Other sections of this solicitation may contain additional requirements for invoicing.

Note: Participating agencies will provide their own invoice and payment instructions, which the Vendor must follow when fulfilling orders under their individual contracts.

4. DEFINITION OF REQUIREMENT

The words “must” and “shall” signify a requirement of this contract and that vendor’s agreement to and compliance with that item is mandatory.

5. PRICE STRUCTURE

A. If, during the contract term, the vendor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the contract, it shall immediately notify the LRWRA Procurement Department in writing. The notification shall specify the contractual requirements which cannot be met and the offending price. Such notification shall not relieve the vendor of its responsibilities under the contract. LRWRA may, but is not required to, consider an equitable adjustment in the contract terms and/or pricing.

B. If LRWRA, in its sole discretion, determines during the contract term that (i) the contract price structure is unworkable, detrimental, or injurious to the utility, or (ii) the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the contract terms and/or pricing is mutually agreeable, LRWRA may terminate the contract upon not less than five days’ written notice to the vendor. The effective date of termination shall be as specified in the written notification.

6. PRICE REVIEW

A. Periodically throughout the term of the contract, LRWRA **shall** have the right to conduct market research, review pricing indexes, and use other resources to review and verify contract pricing, vendor requested increases, and vendor provided information.



- B. If a price increase is requested by the vendor, LRWRA will consider the request, provided the vendor can supply ample justification and market-based evidence to support the requested price increase. LRWRA **shall** have the right to require additional documentation and evidence from the vendor pertaining to the requested increase, and the vendor must comply with any LRWRA request.
- C. Increases solely to increase profit or margins shall not be considered.
- D. LRWRA, at its sole discretion, shall have the right to approve or deny the request based on LRWRA's verification and shall have the right to negotiate with vendor on the requested increase. Vendor may include in their documentation evidence of price impacts on any component of contract delivery including but not limited to materials, transportation, labor, unforeseen statutory or regulatory mandates, or other impacts. Inclusion by the vendor DOES NOT guarantee an approved price adjustment. Approval in part or in total will be at LRWRA's sole discretion.
- E. In the event a price change is authorized by LRWRA, said prices must remain firm for a period of not less than six (6) months.
- F. In the event of a price decrease, LRWRA shall be guaranteed full benefit of the price reduction for all orders on the effective date of the decrease and thereafter.

7. OTHER CONTRACT REQUIREMENTS

- A. In addition to pricing, extreme market conditions may adversely impact other aspects of contract performance. LRWRA will consider vendor documentation relating to delivery times and schedules, labor shortages, substitute products that meet the "equal to or better standard," and other non-price related terms and conditions.
- B. ANY REQUEST for non-price contractual accommodations will be subject to the same rigor as outlined in the Price Review section. The vendor shall have an affirmative and proactive responsibility to address this issue in advance of the performance issue or immediately upon discovery. Any vendor who does not raise and document these issues consistent with the requirements above AND receive written LRWRA approval for any changes to contract performance expectations, **shall** be held accountable to the original terms of the contract. Approval of these contract terms **shall** be at the sole discretion of LRWRA.

8. FORCE MAJEURE

- A. A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.
- B. Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.
- C. A party invoking this clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence including, but not limited to, one or



more of the following impediments or other similar causes beyond the control of the vendor or LRWRA in the performance of the contract where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- acts of public enemies, acts of terrorism, sabotage or piracy;
- **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;**
- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;
- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;
- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

D. The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party **shall** use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

E. The vendor agrees that in the event of a delay or failure of performance by the vendor under the contract due to a force majeure occurrence:

1. LRWRA may purchase products from other sources (without recourse to and by the vendor for the costs and expenses thereof) to replace all or part of the products which are the subject of the delay, which purchases may be deducted from the contract quantities without penalty or liability to LRWRA, or
2. The vendor will provide LRWRA with access to products first in order to fulfill orders placed before the force majeure event occurred.



- F. Neither the vendor nor LRWRA shall be liable to the other for any delay in or failure of performance under the contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the vendor and LRWRA to be necessary to enable complete performance by the contracted vendor if reasonable diligence is exercised after the cause of delay or failure has been removed.
- G. Notwithstanding the above, at the discretion of LRWRA where the delay or failure will significantly impair the value of the contract to LRWRA, LRWRA may terminate the contract or the portion thereof which is subject to delays and thereby discharge any unexecuted portion of the contract or the relative part thereof.
- H. In addition, LRWRA reserves the right, in its sole discretion, to make an equitable adjustment in the contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of vendor; (ii) the volatility affects the marketplace or industry, not just the particular contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects vendor's performance that continued performance of the contract would result in a substantial loss to the vendor. In the event of a dispute between the vendor and LRWRA, such dispute shall be resolved in Pulaski County, Arkansas; provided, however, that nothing in this clause shall excuse the vendor from performing in accordance with the contract as changed. Equitable adjustment may include adjustments financially or in any terms of contract performance at LRWRA's sole discretion.
- I. Vendor shall not be entitled to an adjustment in contract price or other non-price related items caused by or within the control of vendor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of vendor.

9. GOVERNING LAW

- A. The laws of the State of Arkansas shall govern this contract as to interpretation and performance.
- B. Any and all legal action necessary to enforce any resulting contract shall be brought in Pulaski County, Arkansas.
- C. LRWRA shall not agree to any provision of a contract which violates the federal, State, or local laws or the constitution of the State of Arkansas.

10. CONDITIONS OF CONTRACT

The vendor shall at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and LRWRA policies and regulations existing at the time of or enacted subsequent to the execution of a resulting contract which in any manner affects the completion of the work.

11. INDEMNITY

Vendor shall indemnify and save harmless LRWRA and its agents, servants, and employees from, and against, any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or losses of any nature whatsoever, civil or criminal, incurred by any of them including

attorney's fees arising out of a willful or negligent act, or omission, including, but not limited to actions arising under any local, state or federal environmental laws or regulations, or omissions of vendor, its officers, agents, servants, and employees; provided, however, that vendor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of any resulting contract due to a willful or negligent act, or omission, of LRWRA, its agents, servants, and employees.

LRWRA, under Arkansas law, may not enter into a warranty, covenant, or agreement to hold a party harmless or to indemnify a party from prospective damages.

12. STATEMENT OF LIABILITY

LRWRA or participating agency will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of vendor-owned items to be delivered or to be used in the installation of deliverables. The vendor shall be required to retain total liability until the deliverables have been accepted by the authorized representative of LRWRA or participating agency. LRWRA and participating agencies shall not be responsible for or accept liability for any vendor-owned items.

13. NON-DISCRIMINATION

As a condition for doing business with LRWRA, the awarded contractor shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, genetic information, political opinions or affiliation, military status, or other status protected by applicable law and shall require such compliance in agreements with subcontractors and sub-subcontractors.

14. SMALL AND VETERAN-OWNED BUSINESS POLICY

Little Rock Water Reclamation Authority encourages participation of small business enterprises and veteran-owned businesses in the procurement of goods, services, professional services, and construction, either as a vendor, general contractor or sub-contractor. It is further requested that whenever possible, vendors or prime contractors who require sub-contractors seek qualified small and/or veteran-owned businesses to partner with them.

15. DELEGATION AND/OR ASSIGNMENT

Vendor shall not assign the contract or any portion thereof or delegate any of vendor's right or duties thereunder without prior written approval of LRWRA. This written approval shall not be considered as making LRWRA a party to such subcontract or subjecting LRWRA to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve vendor of liability and obligation under any resulting contract, and all transactions shall be made through vendor. Subcontractors shall be recognized and dealt with only as workers and representatives of vendor and as such shall be subject to the same requirements of character and competence as required of vendor's employees. Any purported assignment made in violation of this provision shall be void and of no force and effect and shall constitute a material breach of any resulting contract.

16. RECORD RETENTION

A. The vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other specified LRWRA policies. Upon request, access shall be granted to LRWRA, State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records shall be made available, upon request, to the LRWRA's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this solicitation may contain additional Requirements regarding record retention.

17. CONTRACT INTERPRETATION

Should the using agency and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of using agency shall be final and controlling.

18. CANCELLATION FOR CONVENIENCE

A. LRWRA shall have the right to cancel a contract, in whole or in part, in the event LRWRA no longer needs the service or commodity specified in the contract due to program changes, changes in laws, rules, or regulations, relocation of offices, lack of appropriated funding, or if it is determined to be in LRWRA's best interest to do so. LRWRA shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination shall be 30 days from the date of notification, unless specified in the notification.

B. In the event LRWRA cancels a contract for one of the above reasons, LRWRA shall pay only those sums due for services and/or goods received and accepted up to the termination date as stated in the notification.

C. The vendor may terminate any resulting contract by providing written notice of cancellation to LRWRA. Vendor must confirm with LRWRA that notice of cancellation has been received. Notice of cancellation must be provided to LRWRA a minimum of 90 days prior to termination of contract.

19. PUBLICITY

Vendor shall not issue a news release or article pertaining to this solicitation or any portion of the project, in any medium, at any time during the pendency of the solicitation or fulfillment of the terms of this contract without LRWRA's prior written approval. Vendor's failure to comply with this requirement may be cause for LRWRA's rejection of vendor's response or LRWRA's cancellation of this contract.

20. NO BOYCOTT OF ISRAEL.

By entering this Agreement, Provider certifies that it is not currently engaged in and agrees for the duration of the term of this Agreement not to engage in a boycott of Israel.

21. NO BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES.

By entering this Agreement, Provider certifies that it is not currently engaged in and agrees for the duration of the term of this Agreement not to engage in a boycott of energy, fossil fuel, firearms, and ammunition industries.

LRWRA Standard Terms and Conditions

1. **GENERAL:** Any special terms and conditions included in the solicitation documents override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the response are accepted by Little Rock Water Reclamation Authority.

Any ambiguity in any response as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to LRWRA.

Quality, time and probability of performance may be factors in making award.

2. **ACCEPTANCE AND REJECTION:** The LRWRC and/or their designees reserves the right to reject any and all bids, waive any and all informalities, award items, all or none, or by line item(s), and to make an award to the best bidder pursuant to law.
3. **RESPONSE SUBMISSION:** Responses must be submitted to LRWRA on this form, with all other information required within the solicitation **documents**, on or before the date and time specified for bid opening. If this form is not used, the response may be rejected. The response must be typed or printed in ink. The signature must be in ink or electronic signature. Unsigned responses will be disqualified. The person signing the response should show title or authority to bind his firm in a contract. Responses should be placed in a separate envelope completely and properly identified. Late responses will not be considered under any circumstances.

The bid number should be stated on the face of the Sealed Response Envelope. If it is not, the envelope will have to be opened to identify.

4. **PRICES:** Unit Price F.O.B. destination at designated LRWRA facility in Little Rock. Charges may not be added after the bid is opened. In case of errors in extension, unit prices shall govern. Prices shall be firm and not subject to escalation unless otherwise specified in the solicitation. Unless otherwise specified, the bid must be firm for acceptance for sixty days from the bid opening date.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only and shall not be guaranteed. Bid unit price on the estimated quantity and unit of measure specified. LRWRA may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of LRWRA.
6. **SPECIFICATIONS:** Specifications furnished with this solicitation are intended to establish a desired quality of performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price, other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
7. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than referenced specifications, the response must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. LRWRA reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet

or exceed specifications identified in this solicitation. If the bidder takes no exception to specifications or reference data in this solicitation he will be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.

8. **GUARANTY:** When submitting a response, the bidder warrants to the Little Rock Water Reclamation Commission (LRWRC) by the Little Rock Water Reclamation Authority (LRWRA) that the goods and materials covered by the bid are fit for the purpose intended, and they are goods and materials free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the solicitation.

Guarantees and warranties should be submitted with the responses, as they may be considered in making an award.

9. **SAMPLES:** Samples, when requested, must be furnished free of expense to LRWRA. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable **examination** they will be returned at bidder's expense, if requested, within thirty days following the opening of bids. If the bidder does not request the return of samples within thirty days of bid opening, they will become the property of LRWRA.
10. **AMENDMENTS:** THIS SOLICITATION MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY LITTLE ROCK WATER RECLAMATION AUTHORITY. The vendor **shall** be responsible for checking the AR Bid website at <https://ARBid.net> for any and all addenda up to the established bid opening date and time.
11. **TAXES AND TRADE DISCOUNTS:** Sales or Use Tax shall not be included in the bid price but must be added by the vendor to the invoice billing. Although Use Tax shall not be included in the bid, vendors must register and pay tax direct to the Arkansas State Revenue Department.

Discounts offered will be taken when LRWRA qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.

12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from LRWRA. **Firm Contract:** A written purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The solicitation will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The solicitation will show the number of days to place a commodity in LRWRA's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. LRWRA has the right to extend delivery if reasons appear valid. If the date is not acceptable, LRWRA may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of LRWRA. Delivery shall be made during normal work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from LRWRA. Packing memoranda shall be enclosed with each shipment.

16. **STORAGE:** LRWRA is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** Vendor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in any resulting contract or any of the rules and regulations promulgated by LRWRA pursuant thereto or has wrongfully failed or refused to comply with the instructions of LRWRA and said default is not cured within fourteen (14) days of receipt of written notice by LRWRA to do so, or if by reason of the nature of such default, the same cannot be remedied within fourteen (14) days following receipt by Vendor of written demand from LRWRA to do so, Vendor fails to commence the remedy of such default within said fourteen (14) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Vendor having the burden of proof to demonstrate); (a) that the default cannot be cured within fourteen (14) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
18. **CANCELLATION FOR DEFAULT:** LRWRA may cancel any resulting contract because of Vendor's default by giving Vendor fourteen (14) days advance written notice.
19. **TERMINATION:** Notwithstanding the foregoing and as supplemental and additional means of termination of any resulting contract under this Section, in the event that Vendor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required to be kept and performed by Vendor, in the opinion of LRWRA and regardless of whether Vendor has corrected each individual condition of default, Vendor shall be deemed by LRWRA to be a "habitual violator," shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. LRWRA shall thereupon issue Vendor a final warning citing the circumstances therefore, and any single default by Vendor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, LRWRA may terminate any resulting contract upon giving of written final notice to Vendor, such cancellation to be effective upon the date specified in LRWRA's written notice to Vendor, and all contractual payments due hereunder plus any and all charges and interest shall be payable to said date, and Vendor shall have no further rights hereunder and immediately upon the specified date in such final notice Vendor shall proceed to cease any further performance under any resulting contract and cooperate with LRWRA to turn over equipment, if any, and all records and service responsibility as otherwise required herein.

EFFECTIVE DATE: In the event of the aforesaid events specified in section 17, termination shall be effective upon the date specified in LRWRA's written notice to Vendor and upon said date any resulting contract shall be deemed immediately terminated and upon such termination all liability of LRWRA under any resulting contract to Vendor shall cease, and LRWRA shall have the right to call the performance bond (if required) and shall be free to negotiate with other Vendors for the goods and services requested in the solicitation.
20. **VARIATION IN QUANTITY:** LRWRA **assumes** no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.
21. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the solicitation, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by LRWRA. Invoices must be sent to the address identified in the solicitation.



22. **LRWRA PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the **contractor** hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of LRWRA, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
23. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold LRWRA harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
24. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation shall not be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
25. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and LRWRA have the right to pursue any other remedy permitted by law or in **equity**.
26. **DISCRIMINATION:** In the event a contract is entered into pursuant to the solicitation the Firm shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, age, disability, veteran's status, national **origin** or ancestry, or any other protected category. The Firm must include in any and all subcontracts a provision similar to the above.
27. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide **established** commercial selling agencies maintained by the bidder for the purpose of securing business.
28. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation to bid, the bidder named on this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to LRWRA all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by LRWRA pursuant to this contract.
29. **TIE BID:** In determining the award of identical bids, the Purchasing Agent shall break the tie in the following manner: A drawing or the flip of a coin shall be used to determine the successful bidder. Tie bidders shall be invited to witness the tie breaking and at least one witness must be present to verify the results of the tie breaking and shall certify the results on the bid tabulation sheet.
30. **CONSTRUCTION:**
 - a. When noted, the Contractor must supply LRWRA with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will LRWRA be responsible in case of accident.
 - b. When noted, a certified check or bid bond in the amount of 5% of total bid shall accompany bid.



- c. A Performance Bond equaling the total amount of any bid exceeding \$50,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure, or public improvement (pursuant to A.C.A. §18-44-503, §18-44-501 and §18-44-506 as amended).

- 31. **LIQUIDATED DAMAGES:** Shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
- 32. **SEVERABILITY:** If any provision of this Contract shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.
- 33. **ALTERATION OF ORIGINAL SOLICITATION DOCUMENTS:** The original written or electronic language of the solicitation documents shall not be changed or altered except by approved written addendum issued by Little Rock Water Reclamation Authority. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to **make** exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as non-responsible and the response shall not be considered.
- 34. **CURRENCY:** All **pricing** must be United States dollars and cents.
- 35. **LANGUAGE: Responses** will only be accepted in the English language.
- 36. **NOTICES:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

Little Rock Water Reclamation Authority
Attn: CEO
11 Clearwater Drive
Little Rock, Arkansas 72204

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice shall be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (*i.e.*, printed) after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.



SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS
[Attachment to Follow]

FEDERAL CONTRACT TERMS AND CONDITIONS

When a participating agency seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law, including without limitation the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “**Uniform Guidance**” or “**EDGAR**” requirements).

All Respondents submitting proposals must complete this Federal Contract Terms and Conditions certification form regarding Respondent’s compliance with certain requirements which may be applicable to specific participating agency purchases using Federal grant funds. This completed form shall be made available to Participating Agencies for their use while considering their purchasing options when using Federal grant funds. Participating Agencies may also require supplier partners to enter into ancillary agreements, in addition to the Master Agreement’s general terms and conditions, to address the Participating Agency’s specific contractual needs, including contract requirements for a procurement using Federal grants or contracts.

For each of the items below, Respondent should certify its agreement and ability to comply, where applicable, by having its authorized representative sign the acknowledgment at the end of this form. If Respondent fails to complete any item in this form, CoreTrust shall consider Respondent’s response to be that it is unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the supplier partner using Federal funds.

1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where supplier partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award shall be subject to the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Participating Agency construction contract agreed upon by supplier partner and the Participating Agency which must be consistent with and protect the Participating Agency at least to the same extent as the Master Agreement.

The remedies under this agreement are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these supplier partner violation and breach of contract terms.

Does vendor agree? _____ (Initials of Authorized Representative)

2. TERMINATION FOR CAUSE OR CONVENIENCE

When a participating agency expends Federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by supplier partner in the event supplier partner fails to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to supplier partner, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent shall be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other supplier partners when it is in participating agency’s best interest.

Does vendor agree? _____ (Initials of Authorized Representative)

3. EQUAL EMPLOYMENT OPPORTUNITY

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and supplier partner agrees that it shall comply with such provision.

Does vendor agree? _____ (Initials of Authorized Representative)

4. DAVIS-BACON ACT

When required by Federal program legislation, supplier partner agrees that, for all participating agency prime construction contracts / purchases in excess of two thousand dollars (\$2,000), supplier partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, supplier partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, supplier partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the supplier partner is conditioned upon supplier partner’s acceptance of the wage determination.

Supplier partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”) The Act provides that each supplier partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____ (Initials of Authorized Representative)

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, supplier partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, supplier partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one-and-a-half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____ (Initials of Authorized Representative)

6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

Supplier partner agrees to comply with the above requirements when applicable.

Does vendor agree? _____ (Initials of Authorized Representative)

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

When required, supplier partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____ (Initials of Authorized Representative)

8. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier partner certifies that supplier partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier partner further agrees to immediately notify CoreTrust and all Participating Agencies with pending purchases or seeking to purchase from supplier partner if supplier partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____ (Initials of Authorized Representative)

9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, supplier partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Respondent's **SIGNATURE**

10. PROCUREMENT OF RECOVERED MATERIALS

For participating agency purchases utilizing Federal funds, Supplier partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may be required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste

management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____ (Initials of Authorized Representative)

11. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using Federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, supplier partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, supplier partner agrees that the total price, including profit, charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree? _____ (Initials of Authorized Representative)

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____ (Initials of Authorized Representative)

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? _____ (Initials of Authorized Representative)

14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable recordkeeping and record retention requirements.

Does vendor agree? _____ (Initials of Authorized Representative)

SECTION D – NEW JERSEY BUSINESS COMPLIANCE

New Jersey Business Compliance – Limitation of Applicability

The New Jersey Business Compliance requirements and Attachments listed in this Section are included to ensure that the Contract can be used by New Jersey agencies in compliance with their state requirements. Their inclusion ensures that the Master Agreement may be lawfully promoted and used by New Jersey agencies.

To simplify administration, vendors are asked to complete the Attachments at the time of proposal submission. Completion in such cases is for administrative convenience only and shall not create any obligation in any state that does not permit or require such provisions.

These requirements are applicable only when a government agency located in New Jersey is acting as the procuring or Participating Agency. For all other Lead Agencies and Participating Agencies, the New Jersey requirements do not apply. Agencies outside of New Jersey are not required to complete or comply with these Attachments or statutory references as a condition of response, evaluation, or award.

The procurement laws of the Lead Agency and each Participating Agency shall govern, and any conflicting provisions in the New Jersey Business Compliance materials shall have no effect outside of New Jersey.

The inclusion of these New Jersey forms is necessary for New Jersey's participation but does not create obligations for Respondents outside New Jersey and shall have no effect on eligibility for award under this Solicitation, except where New Jersey itself is the procuring or Participating Agency.

Applicability of Attachment 3 – New Jersey Only

Attachment 3 – Affirmative Action Affidavit (P.L. 1975, c.127) is included solely to satisfy requirements under New Jersey law. This Attachment is applicable **only** to solicitations, contracts, or orders issued by government agencies located in New Jersey or other entities conducting procurements under New Jersey law.

In Arkansas, pursuant to Arkansas Code Annotated § 19-11-249 (Cooperative Purchasing) and Arkansas Act 116 of 2025 (Title 25), compliance with Attachment 3 is expressly prohibited and shall not be required. In all other states, applicability of Attachment 3 is governed exclusively by the laws of that state.

To simplify administration, vendors are asked to complete Attachment 3 at the time of proposal submission. Completion in such cases is for administrative convenience only and shall not create any obligation in Arkansas or in any state that does not permit or require such provisions.

For clarity, the inclusion of Attachment 3 does not create any obligation for vendors in Arkansas or in any other state that does not permit or require such provisions. Non-compliance with New Jersey's requirements shall have no effect on a vendor's eligibility for award or fulfillment of orders under this Solicitation, except where a government agency located in New Jersey is the procuring or Participating Agency.

[Attachments to Follow]

NEW JERSEY BUSINESS COMPLIANCE

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certificate
	Attachment 8	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

[Attachments to Follow]

ATTACHMENT 1 –OWNERSHIP DISCLOSURE FORM

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **[New Jersey Government Entity]** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **[NJ Government Entity]** to notify the **[NJ Government Entity]** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **[NJ Government Entity]** to declare any contract(s) resulting from this certification void and unenforceable.

**ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

Respondent Name:	[TO BE COMPLETED BY RESPONDENT]
Respondent Address:	[TO BE COMPLETED BY RESPONDENT]

State of New Jersey
County of **[COUNTY]**

I, **[NAME]**, residing in **[MUNICIPALITY]** in the County of **[COUNTY]**, State of **[STATE]** of full age, being duly sworn according to law on my oath depose and say that:

I am the **[JOB TITLE]** of the firm of **[COMPANY NAME]**, the Respondent making the Proposal for the goods, services, or public work specified under the **[TITLE OF BID PROPOSAL]** attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the **[NAME OF CONTRACTING UNIT]** relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by **[COMPANY NAME]**.

Subscribed and sworn to
before me this day
_____, 20__

Signature

Type or print name of affiant under signature

Notary Public Signature

My Commission expires _____,
20__

(Seal)

**ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, c. 127)**

Respondent Full Name:	[TO BE COMPLETED BY RESPONDENT]
Respondent Address:	[TO BE COMPLETED BY RESPONDENT]

Proposal Certification: Indicate below your company's compliance with the New Jersey Affirmative Action regulations. Respondent's proposal shall be accepted even if not in compliance at this time. No contract and / or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval

OR

- (2) Certificate of Employee Information Report

OR

- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or
- (2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Authorized Signature

Printed Name

Title

Date

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27

PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.


The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it shall discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Respondent

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission shall not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This shall assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They shall be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

d) The form may be used “as-is”, subject to edits as described herein.

e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This shall assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract;
 - of that county in which that public entity is located;
 - of another public entity within that county; or
 - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This shall assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

ATTACHMENT 4

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **TO BE COMPLETED BY RESPONDENT**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: _____ Home Address: _____ (repeated for two stockholders)

Subscribed and sworn to before me this day _____, 20__

Affiant
Type or print name of affiant under signature

Notary Public Signature

My Commission expires _____, 20__

(Seal)



ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.



**ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

**ATTACHMENT 8 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Company Name

FEID Number

Signature of Authorized Agent

Typed Name

Date

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



SECTION E – STATE NOTICE ADDENDUM

[Attachment to Follow]

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with CoreTrust and access the Master Agreement made pursuant to this solicitation, and hereby given notice of the foregoing solicitation for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	Commonwealth of Puerto Rico			

Lists of political subdivisions, local governments, and tribal governments in the above referenced states / districts may be found at <https://www.usa.gov/state-governments>. Notwithstanding anything to the contrary herein, the aforementioned lists are not exhaustive; to the extent any new public agency, entity, or political subdivision is formed after the publication date of this solicitation, such new agency, entity, or subdivision shall be deemed contemplated hereunder.

[Remainder of page intentionally left blank.]



**CITIES, TOWNS,
VILLAGES, AND
BOROUGHES INCLUDING
BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS
PARKS AND RECREATION DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR

CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CIT OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT

CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT



HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT
 KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT
 LEHI CITY CORPORATION,
 UT
 LEVAN, UT
 LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE,
 UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY
 CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT

NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY,
 UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY
 CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY,
 UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY
 CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY
 CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN,
 UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT
 LAKE, UT

SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE,
 UT
 TOOEELE CITY
 CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE,
 UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT
**COUNTIES AND PARISHES
 INCLUDING BUT NOT
 LIMITED TO:**
 ASCENSION PARISH, LA
 ASCENSION PARISH, LA,
 CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH
 SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF
 HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT
 OF TRANSPORTATION, OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY
 DEPARTMENT, OR
 COUNTY OF HAWAII, OR

CROOK COUNTY, OR
CROOK COUNTY ROAD
DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE
PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY
SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY
GOVERNMENT, OR
LAFAYETTE
CONSOLIDATED
GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH
CONVENTION & VISITORS
COMMISSION
LAFORCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM,
OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY
BUSINESS AND
COMMUNITY SERVICES,
OR
MULTNOMAH COUNTY
SHERIFFS OFFICE, OR
MULTNOMAH LAW
LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH,
LA
SAINT CHARLES PARISH
PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH,
LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY
SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY
GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE
PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER,
UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE,
UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON,
UT

**OTHER AGENCIES
INCLUDING
ASSOCIATIONS, BOARDS,
DISTRICTS, COMMISSIONS,
COUNCILS, PUBLIC
CORPORATIONS, PUBLIC
DEVELOPMENT
AUTHORITIES,
RESERVATIONS AND
UTILITIES INCLUDING BUT
NOT LIMITED TO:**
BANKS FIRE DISTRICT, OR
BATON ROUGE WATER
COMPANY
BEND METRO PARK AND
RECREATION DISTRICT

BIENVILLE PARISH FIRE
PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND
RECREATION DISTRICT
CENTRAL CITY ECONOMIC
OPPORTUNITY CORP, LA
CENTRAL OREGON
INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA
SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S
UTILITY DISTRICT CLEAN
WATER SERVICES
CONFEDERATED TRIBES
OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST
PROTECTIVE ASSOCIATION
CHEHALEM PARK AND
RECREATION DISTRICT
DAVID CROCKETT STEAM
FIRE COMPANY #1, LA
EUGENE WATER AND
ELECTRIC BOARD
HONOLULU
INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT
#74
HOUSING AUTHORITY OF
PORTLAND
ILLINOIS VALLEY FIRE
DISTRICT
LAFAYETTE AIRPORT
COMMISSION, LA
LAFORCHE PARISH
HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC
SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER
COMMISSION
MELHEUR COUNTY JAIL,
OR
METRO REGIONAL
GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN
EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE
DISTRICT (METRO)
MULTNOMAH EDUCATION
SERVICE DISTRICT
NEW ORLEANS
REDEVELOPMENT
AUTHORITY, LA
NORTHEAST OREGON
HOUSING AUTHORITY, OR
PORT OF BRANDON, OR



PORT OF MORGAN CITY,
LA
PORTLAND DEVELOPMENT
COMMISSION, OR
PORTLAND FIRE AND
RESCUE
PORTLAND HOUSING
CENTER, OR
OREGON COAST
COMMUNITY ACTION
OREGON HOUSING AND
COMMUNITY SERVICES
OREGON LEGISLATIVE
ADMINISTRATION
ROGUE VALLEY SEWER,
OR
SAINT LANDRY PARISH
TOURIST COMMISSION
SAINT MARY PARISH REC
DISTRICT 2
SAINT MARY PARISH REC
DISTRICT 3
SAINT TAMMANY FIRE
DISTRICT 4, LA
SALEM MASS TRANSIT
DISTRICT
SEWERAGE AND WATER
BOARD OF NEW ORLEANS,
LA
SOUTH LAFOURCHE LEVEE
DISTRICT, LA
TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT OF
OREGON
TUALATIN HILLS PARK &
RECREATION DISTRICT
TUALATIN VALLEY FIRE &
RESCUE
TUALATIN VALLEY WATER
DISTRICT
WILLAMALANE PARK AND
RECREATION DISTRICT
WILLAMETTE HUMANE
SOCIETY
**K-12 INCLUDING BUT NOT
LIMITED TO:**
ACADIA PARISH SCHOOL
BOARD
BEAVERTON SCHOOL
DISTRICT
BEND-LA PINE SCHOOL
DISTRICT
BOGALUSA HIGH SCHOOL,
LA
BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR
SCHOOL DISTRICT
CADDO PARISH SCHOOL
DISTRICT

CALCASIEU PARISH
SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN
ACADEMY
CASCADE SCHOOL
DISTRICT
CASCADES ACADEMY OF
CENTRAL OREGON
CENTENNIAL SCHOOL
DISTRICT
CENTRAL CATHOLIC HIGH
SCHOOL
CENTRAL POINT SCHOOL
DISTRICT NO.6
CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL
DISTRICT NO.9
CORVALLIS SCHOOL
DISTRICT 509J
COUNTY OF YAMHILL
SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT
NO.2
DAVID DOUGLAS SCHOOL
DISTRICT
DAYTON SCHOOL
DISTRICT NO.8
DE LA SALLE N CATHOLIC
HS
DESCHUTES COUNTY
SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL
DISTRICT SERVICE
DUFUR SCHOOL DISTRICT
NO.29
EAST BATON ROUGE
PARISH SCHOOL DISTRICT
ESTACADA SCHOOL
DISTRICT NO.10B
FOREST GROVE SCHOOL
DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL
DISTRICT
GRANTS PASS SCHOOL
DISTRICT 7
GREATER ALBANY PUBLIC
SCHOOL DISTRICT
GRESHAM BARLOW JOINT
SCHOOL DISTRICT
HEAD START OF LANE
COUNTY
HIGH DESERT EDUCATION
SERVICE DISTRICT
HILLSBORO SCHOOL
DISTRICT
HOOD RIVER COUNTY
SCHOOL DISTRICT
JACKSON CO SCHOOL
DIST NO.9

JEFFERSON COUNTY
SCHOOL DISTRICT 509-J
JEFFERSON PARISH
SCHOOL DISTRICT
JEFFERSON SCHOOL
DISTRICT
JUNCTION CITY SCHOOLS,
OR
KLAMATH COUNTY
SCHOOL DISTRICT
KLAMATH FALLS CITY
SCHOOLS
LAFAYETTE PARISH
SCHOOL DISTRICT
LAKE OSWEGO SCHOOL
DISTRICT 7J
LANE COUNTY SCHOOL
DISTRICT 4J
LINCOLN COUNTY SCHOOL
DISTRICT
LINN CO. SCHOOL DIST.
95C
LIVINGSTON PARISH
SCHOOL DISTRICT
LOST RIVER JR/SR HIGH
SCHOOL
LOWELL SCHOOL DISTRICT
NO.71
MARION COUNTY SCHOOL
DISTRICT
MARION COUNTY SCHOOL
DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL
DISTRICT NOAO
MEDFORD SCHOOL
DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL
DISTRICT NO.1J
MORROW COUNTY
SCHOOL DIST, OR
MULTNOMAH EDUCATION
SERVICE DISTRICT
MULTISENSORY LEARNING
ACADEMY
MYRTLE PINT SCHOOL
DISTRICT 41
NEAH-KAH-NIE DISTRICT
NO.56
NEWBERG PUBLIC
SCHOOLS
NESTUCCA VALLEY
SCHOOL DISTRICT NO.101
NOBEL LEARNING
COMMUNITIES
NORTH BEND SCHOOL
DISTRICT 13
NORTH CLACKAMAS
SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL
DISTRICT



NORTH WASCO CITY
SCHOOL DISTRICT 21
NORTHWEST REGIONAL
EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL
DISTRICT NOA6
ORLEANS PARISH SCHOOL
DISTRICT
PHOENIX-TALENT SCHOOL
DISTRICT NOA
PLEASANT HILL SCHOOL
DISTRICT
PORTLAND JEWISH
ACADEMY
PORTLAND PUBLIC
SCHOOLS
RAPIDES PARISH SCHOOL
DISTRICT
REDMOND SCHOOL
DISTRICT
REYNOLDS SCHOOL
DISTRICT
ROGUE RIVER SCHOOL
DISTRICT
ROSEBURG PUBLIC
SCHOOLS
SCAPPOOSE SCHOOL
DISTRICT 1J
SAINT TAMMANY PARISH
SCHOOL BOARD, LA
SEASIDE SCHOOL
DISTRICT 10
SHERWOOD SCHOOL
DISTRICT 88J
SILVER FALLS SCHOOL
DISTRICT 4J
SOUTH LANE SCHOOL
DISTRICT 45J3
SOUTHERN OREGON
EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC
SCHOOLS
SUTHERLIN SCHOOL
DISTRICT
SWEET HOME SCHOOL
DISTRICT NO.55
TERREBONNE PARISH
SCHOOL DISTRICT
THE CATLIN GABEL
SCHOOL
TIGARD-TUALATIN SCHOOL
DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE
SCHOOL DISTRICT
WILLAMETTE EDUCATION
SERVICE DISTRICT
WOODBURN SCHOOL
DISTRICT

YONCALLA SCHOOL
DISTRICT
ACADEMY FOR MATH
ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP
ACADEMY, UT
AMERICAN PREPARATORY
ACADEMY, UT
BAER CANYON HIGH
SCHOOL FOR SPORTS &
MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER
SCHOOL, UT
BEAVER SCHOOL
DISTRICT, UT
BEEHIVE SCIENCE &
TECHNOLOGY ACADEMY
(BSTA), UT
BOX ELDER SCHOOL
DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT,
UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL
DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS
ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL
DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION
ACADEMY, UT
DUCHESENE SCHOOL
DISTRICT, UT
EARLY LIGHT ACADEMY AT
DAYBREAK, UT
EAST HOLLYWOOD HIGH,
UT
EDITH BOWEN
LABORATORY SCHOOL, UT
EMERSON ALCOTT
ACADEMY, UT
EMERY SCHOOL DISTRICT,
UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL
DISTRICT, UT
GATEWAY PREPARATORY
ACADEMY, UT
GEORGE WASHINGTON
ACADEMY, UT

GOOD FOUNDATION
ACADEMY, UT
GRAND SCHOOL DISTRICT,
UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH
SCHOOL, UT
IRON SCHOOL DISTRICT,
UT
ITINERIS EARLY COLLEGE
HIGH, UT
JOHN HANCOCK CHARTER
SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT,
UT
KANE SCHOOL DISTRICT,
UT
KARL G MAESER
PREPARATORY ACADEMY,
UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY
ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT,
UT
MARIA MONTESSORI
ACADEMY, UT
MERIT COLLEGE
PREPARATORY ACADEMY,
UT
MILLARD SCHOOL
DISTRICT, UT
MOAB CHARTER SCHOOL,
UT
MONTICELLO ACADEMY,
UT
MORGAN SCHOOL
DISTRICT, UT
MOUNTAINVILLE
ACADEMY, UT
MURRAY SCHOOL
DISTRICT, UT
NAVIGATOR POINTE
ACADEMY, UT
NEBO SCHOOL DISTRICT,
UT
NO UT ACAD FOR MATH
ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY,
UT
NORTH DAVIS
PREPARATORY ACADEMY,
UT
NORTH SANPETE SCHOOL
DISTRICT, UT
NORTH STAR ACADEMY,
UT

NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT

THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT
HIGHER EDUCATION INCLUDING, BUT NOT LIMITED TO:
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE

CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY



TILLAMOOK BAY
COMMUNITY COLLEGE
UMPQUA COMMUNITY
COLLEGE
UNIVERSITY OF HAWAII
BOARD OF REGENTS
UNIVERSITY OF HAWAII-
HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-
GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW
ORLEANS
WESTERN OREGON
UNIVERSITY
WESTERN STATES
CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER
EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY,
UT
WEBER STATE
UNIVERSITY, UT
SOUTHERN UTAH
UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN
UTAH, UT

UTAH VALLEY UNIVERSITY,
UT
SALT LAKE COMMUNITY
COLLEGE, UT
UTAH COLLEGE OF
APPLIED TECHNOLOGY, UT

**STATE AGENCIES
INCLUDING BUT NOT**

LIMITED TO:
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL
EXAMINERS
HAWAII CHILD SUPPORT
ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF
TRANSPORTATION
HAWAII HEALTH SYSTEMS
CORPORATION
OFFICE OF MEDICAL
ASSISTANCE PROGRAMS
OFFICE OF THE STATE
TREASURER
OREGON BOARD OF
ARCHITECTS
OREGON CHILD
DEVELOPMENT COALITION
OREGON DEPARTMENT OF
EDUCATION
OREGON DEPARTMENT OF
FORESTRY
OREGON DEPT OF
TRANSPORTATION

OREGON DEPT. OF
EDUCATION
OREGON LOTTERY
OREGON OFFICE OF
ENERGY
OREGON STATE BOARD OF
NURSING
OREGON STATE DEPT OF
CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM
COMMISSION
OREGON TRAVEL
INFORMATION COUNCIL
SANTIAM CANYON
COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY
CONTRACTS AND PURCH
STATE DEPARTMENT OF
DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT.
OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA
DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH
JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

APPENDIX B – BEST VALUE SOLICITATION

SECTION F – BACKGROUND & SCOPE

1. INTRODUCTION

Nationwide Cooperative Contract for Wastewater Treatment Chemicals, Related Services, and Supplies.

Lead Agency: Little Rock Water Reclamation Authority (“LRWRA”)

Little Rock Water Reclamation Authority, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this solicitation for Wastewater Treatment Chemicals, Related Services, and Supplies on behalf of a nationwide cooperative purchasing contract. This solicitation is a Best Value RFP, meaning proposals will be evaluated not solely on cost but on the overall value, including quality, technical capability, past performance, and the ability to meet cooperative contract needs.

The selected vendor must provide a scalable, innovative solution that meets the needs of various participating agencies, including municipalities, counties, school districts, and political subdivisions.

This RFP seeks proposals that address the requirements of this cooperative agreement, demonstrate experience with similar contracts, and offer competitive, transparent pricing for all agencies. Proposals must clearly describe the solution's capabilities, scalability, and cooperative contract support services.

At the time of this solicitation, the number of Participating Agencies is unknown

2. OVERVIEW

This best value solicitation (“**solicitation**”) is published by the Little Rock Water Reclamation (“**Lead Agency**” or “**LRWRA**”) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for Suppliers with related products and services (the “**Program**”) that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this solicitation (“**Respondents**”) and are awarded a Master Agreement are referred to throughout this solicitation and supporting documentation as a “**Supplier**.”

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC (“**CoreTrust**”), a public entity is a “**Participating Agency**” and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the Master Intergovernmental Cooperative Purchasing Agreement attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust's cooperative purchasing program, the terms of this solicitation (and all documents attached hereto) shall control over all prior agreements with respect to such public entity's enrollment in CoreTrust's cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, public agencies will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

3. PURPOSE

Proposals are being sought from qualified vendors to provide Wastewater Treatment Chemicals, Related Services, and Supplies on an as needed basis. The awarded vendor shall provide a comprehensive solution designed to support municipalities, government agencies, and political subdivisions.

4. TYPE OF CONTRACT

- A. As a result of this solicitation, the Lead Agency reserves the right to award to multiple Contractors.
- B. The anticipated starting date for any resulting contract is December 2025, except that the actual contract start date may be adjusted unilaterally by LRWRA for up to three (3) calendar months. By submitting a signed proposal in response to the solicitation, the Prospective Supplier, or Suppliers, represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract, or contracts, will be for three (3) years. Upon mutual agreement by the Contractor and LRWRA, the contract may be renewed by LRWRA for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

5. MASTER AGREEMENT

- A. Master Agreement. A response to this solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of Master Agreement is attached hereto as Section I. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this solicitation is subject to the terms and conditions as provided in this solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the Master Agreement Acceptance Form provided in Section J of this solicitation. Any proposed changes are subject to Lead Agency review and written approval.

The Respondent must submit a signed Master Agreement Signature Form with the response.

6. ADMINISTRATION AGREEMENT

- A. Administration Agreement. CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of Administration Agreement is provided as Section K hereto.

7. CONTRACT AS AN ASSET IN CORPORATE CHANGES

- A. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include CoreTrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

8. PRODUCTS AND SERVICES

The Products & Services contemplated under this solicitation are as described below:

Product & Service Category
<p>NAICS Codes</p> <ul style="list-style-type: none"> • 325180 – Other Basic Inorganic Chemical Manufacturing (includes water treatment chemicals such as chlorine, alum, ferric chloride, etc.) • 325199 – All Other Basic Organic Chemical Manufacturing (for polymer flocculants, coagulants, etc.) • 325998 – All Other Miscellaneous Chemical Product and Preparation Manufacturing (covers specialty blends used in wastewater treatment). • 424690 – Other Chemical and Allied Products Merchant Wholesalers (distributors of water/wastewater chemicals). • 221320 – Sewage Treatment Facilities (covers actual wastewater treatment services, plant operations). • 562998 – All Other Miscellaneous Waste Management Services (related wastewater treatment services, not elsewhere classified). <p>NIGP Codes (National Institute of Governmental Purchasing)</p> <ul style="list-style-type: none"> • 88500 – Water and Wastewater Treatment Chemicals <ul style="list-style-type: none"> ○ 88538 – Chlorine, Liquid and Gas (Including Sodium Hypochlorite) ○ 88545 – Ferric Chloride ○ 88557 – Lime, Hydrated ○ 88562 – Polymers, All Types (For Settling, Clarifying, etc.) ○ 88577 – Sulfur Dioxide and Sulfites ○ 88594 – Water Purification Chemicals (Not Otherwise Classified) • 96800 – Public Works and Related Services <ul style="list-style-type: none"> ○ 96881 – Sewer and Storm Drain Cleaning, Maintenance, and Repair Services ○ 96895 – Wastewater Treatment Plant, Operations and Maintenance Services • 49300 – Supplies: Water and Sewer (Pipe, Valves, Fittings, etc. – if supplies are included along with chemicals).

9. SCHEDULE OF EVENTS

The schedule provided in this solicitation is subject to change. The issuing party reserves the right to modify the timeline, including but not limited to deadlines for submission, evaluation periods, and the announcement of results. Any amendments or updates to the schedule will be communicated to all participants promptly through the official communication channels.

Event	Date
Issue Solicitation	September 22, 2025
Pre-Proposal Conference	October 2, 2025 at 1:00 CT
Deadline for Questions	October 9, 2025 at 4:00 CT
Deadline for Answers	October 16, 2025
Proposal Due Date	October 30, 2025 at 1:00 CT
Approval Date	TBD
Contract Effective Date	TBD

10. ON-LINE PRE-PROPOSAL CONFERENCE

If a pre-proposal or pre-bid conference is scheduled, the date, time, registration details, and online access information are provided on ARBid.net with the bid posting. Any resulting clarifications or addenda will also be posted there.

11. INTERCHANGEABLE TERMS

A. For the purposes of this solicitation, the following terms are used interchangeably:

- Proposer, Supplier, Vendor, Offeror, Bidder, Respondent
- Bid, Response, Proposal

B. This list is a good faith effort to include all relevant terms, but please note that some items may have been inadvertently missed.

12. BACKGROUND

The intent of this solicitation is to establish a Master Agreement available to Participating Public Agencies nationwide for the supply and delivery of **Wastewater Treatment Chemicals and Related Services and Supplies**. The agreement may also include ancillary services such as emergency delivery, technical support, product disposal, and system optimization

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

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

- Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
- Conform to the general chemical specifications contained herein;
- Are suitable for wastewater treatment;
 - This procurement should not be construed to include pool chemical only solutions;
- Are free from adulterants or impurities of any kind; and
- The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

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

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

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

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

the Authority or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

13. SCOPE OF WORK

13.1 DELIVERY

13.1.1 DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the Authority and Participating Agencies within two days of order by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

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

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

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

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

13.1.6 Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The Authority and



Participating Public Agencies will not pay demurrage or other charges unless the Authority or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the Authority or Participating Public Agency may be cause for refusal of the delivery.

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

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

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

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

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

13.2 MATERIAL SAFETY DATA SHEETS ("MSDS")

13.2.1 For each chemical proposed, the vendor shall submit a current Safety Data Sheet ("SDS"), formerly known as MSDS, that complies with OSHA's Hazard Communication Standard (29 CFR 1910.1200) and the Global Harmonized System ("GHS"). The SDS must include:

- Product identification and manufacturer details
- Hazard identification and classification
- Composition and ingredients
- First aid measures
- Firefighting measures
- Accidental release measures
- Handling and storage instructions
- Exposure controls and personal protection



- Physical and chemical properties
- Stability and reactivity
- Toxicological information
- Ecological and disposal information
- Regulatory and transport information

13.2.2 The following SDS related documentation must be furnished to the Authority or each Participating Public Agency upon request:

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

13.3 SAFETY AND HANDLING REQUIREMENTS

13.3.1 The awarded vendor must ensure that all delivery personnel are properly trained and certified in handling hazardous materials. All deliveries must be made using properly placarded vehicles and must comply with U.S. Department of Transportation (DOT) Hazardous Materials Regulations (49 CFR Parts 100–185). Additionally, the following safety provisions apply:

- All bulk deliveries must use closed-loop systems to prevent exposure.
- Drivers must wear appropriate PPE during unloading and adhere to local safety protocols.
- Spill kits and emergency response plans must be on board delivery vehicles.
- In the event of a spill or incident, immediate notification must be made to the receiving agency and appropriate authorities.
- Vendors must maintain a 24/7 emergency contact line for chemical-related incidents.

13.3.2 Contractor must have spill containment procedures specific to each delivery location, including documentation of secondary containment availability at delivery sites where required by law.

13.3.3 Vendors shall be responsible for all damages or violations arising from improper handling or non-compliance with safety regulations.

13.4 GENERAL CHEMICAL DESCRIPTIONS

13.4.1 Activated Carbon

A granular or powdered filtration media used to remove organic compounds, taste, odor, and residual disinfectants from water through adsorption.

13.4.2 Aluminum Sulfate (Alum)

A coagulant used to destabilize and aggregate suspended particles in water; commonly applied in clarifiers and sedimentation basins.



13.4.3 Aqua Ammonia (Ammonium Hydroxide)

A clear, colorless liquid formed by dissolving ammonia gas (NH_3) in water. It is used in water and wastewater treatment primarily for chloramination (as a secondary disinfectant) and pH control.

13.4.4 Calcium Hypochlorite

A dry, granular or tablet form of chlorine used for disinfection in smaller systems or facilities without bulk chlorine feed equipment.

13.4.5 Calcium Nitrate

A liquid chemical solution used primarily for odor control and prevention of hydrogen sulfide formation in wastewater collection systems. Also supports biological denitrification processes.

13.4.6 Chlorine Gas

A powerful disinfectant used in municipal water treatment; typically supplied in cylinders under pressure.

13.4.7 Ferric Chloride

An iron-based coagulant effective in removing phosphorus and turbidity; can significantly reduce pH and requires corrosion-resistant equipment.

13.4.8 Ferric Sulfate

A less corrosive iron salt used as a coagulant and for phosphorus removal; typically generates less sludge than ferric chloride.

13.4.9 Ferrous Chloride

An iron-based coagulant effective for removing phosphorus and turbidity.

13.4.10 Hydrated Lime

A dry powder used to raise pH, soften water, and aid in coagulation; often used in conjunction with other treatment chemicals.

13.4.11 Liquid Caustic Soda (Sodium Hydroxide)

A strong alkaline chemical used to adjust pH in water and wastewater; typically delivered in bulk via insulated tankers.

13.4.12 Liquid Chlorine

A highly effective disinfectant used in large-scale water treatment applications, typically stored as a pressurized liquid.



13.4.13 Liquid Lime

A suspension of finely ground lime in water, used for pH adjustment and alkalinity control in water treatment systems.

13.4.14 Magnesium Hydroxide

A strong alkali used to neutralize acids and control odor in wastewater treatment.

13.4.15 Peracetic Acid (PAA)

A powerful oxidizing agent used in wastewater treatment for disinfection. Effective against bacteria, viruses, and fungi. Breaks down into acetic acid, oxygen, and water, making it environmentally friendly.

13.4.16 Phosphoric Acid / Orthophosphate Blends

Used for corrosion control in distribution systems by creating a protective coating on pipe interiors; dosing based on water chemistry.

13.4.17 Polyaluminum Chloride (PAC)

A pre-hydrolyzed aluminum-based coagulant with high charge density, offering efficient coagulation at lower dosages than traditional alum.

13.4.18 Polymer Flocculants (e.g., Polyacrylamide)

Synthetic, high-molecular-weight compounds that aid in the aggregation of suspended solids, improving sedimentation and filtration.

13.4.19 Potassium Permanganate

An oxidizing agent used to control iron, manganese, and hydrogen sulfide; also used for taste and odor control.

13.4.20 Sodium Bisulfite

A reducing agent used to neutralize chlorine or chloramine residuals in wastewater or prior to discharge to natural waters.

13.4.21 Sodium Hypochlorite

A liquid form of chlorine used for disinfection; easier to handle than chlorine gas but degrades over time and must be used fresh.

13.4.22 Sulfur Dioxide

A reducing agent used for dechlorination and removal of excess disinfectants in treated water prior to discharge.



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

13.5 TECHNICAL SPECIFICATIONS

13.5.1 Activated Carbon

13.5.1.1 Activated Carbon must be acid-washed and suitable for potable and wastewater treatment applications. Vendors must specify the iodine number (minimum 800 mg/g) and mesh size (typically 8x30 or 12x40) of the product. Documentation of origin and treatment process must be included with the bid response. All activated carbon shall conform to NSF/ANSI 61 certification.

13.5.1.2 Product must be delivered in palletized 1,000 lb. supersacks or 50 lb. bags and must be dry and free flowing. Each lot of activated carbon delivered to the job site shall be accompanied by an analysis sheet of the measured characteristics of the carbon in that lot. Product must be stored and transported in moisture-proof packaging to prevent humidity exposure.

13.5.1.3 Replacement and Disposal of Spent Carbon

The Authority is also soliciting as part of this procurement the replacement and disposal of spent carbon from various carbon absorption units. The saturated or partially used carbon must be disposed of in a manner that prevents the release of air contaminants to the atmosphere. This must be done in accordance with State and Federal disposal regulations. In addition, the Authority requests the option to replace screens/vessel liners in the vessels when needed. Please include pricing for replacement and disposal in the proposal.

13.5.2 Aluminum Sulfate (Alum)

13.5.2.1 Aluminum Sulfate shall conform to AWWA B403. The liquid form must have an aluminum oxide content (Al_2O_3) of minimum 8.0%, equivalent to a 48.5% solution. Solution pH must be 2.5 or lower. Product must be NSF/ANSI 60 certified.

13.5.2.2 Alum must be delivered in bulk via tanker or in 275-gallon totes with closed-loop fittings. Product age must not exceed 30 days from manufacture date at time of delivery. Bidders must provide Safety Data Sheet ("SDS"), Certificate of Analysis ("COA"), and pH and Al_2O_3 assay.

13.5.3 Aqua Ammonia

13.5.3.1 Aqua Ammonia, also known as ammonium hydroxide, shall contain 19% to 30% NH_3 by weight and conform to AWWA B302. Product must be colorless, free of suspended solids, and compatible with chlorination systems. Shall be NSF/ANSI 60 certified.



13.5.3.2 Delivered in bulk tankers or 55-gallon drums. Bidders must provide SDS, COA, and ammonia strength assay for each batch. Product age must not exceed 60 days from manufacture date at time of delivery.

13.5.4 Calcium Hypochlorite

13.5.4.1 Dry calcium hypochlorite shall conform to AWWA B300 and contain a minimum available chlorine content of 65%. Must be certified to NSF/ANSI 60. Vendors must include handling and storage instructions due to oxidizing nature.

13.5.4.2 Product must be in granular or tablet form and packaged in corrosion-resistant 100-lb drums or smaller containers. Bidders must provide SDS, COA and NSF documentation. Due to degradation over time, calcium hypochlorite must not be older than 90 days from manufacture date at delivery. Must be stored in a cool, dry, and well-ventilated environment.

13.5.5 Calcium Nitrate

13.5.5.1 Calcium Nitrate shall be a liquid solution with 70-76% $\text{Ca}(\text{NO}_3)_2$ by weight, and conform to applicable NSF/ANSI 60 standards. Must be compatible with dosing equipment used in municipal odor control systems.

13.5.5.2 Delivered in bulk tankers or 275-gallon totes. Product age must not exceed 60 days from manufacture. Bidders must provide SDS, COA, nitrate content, and delivery method specifications.

13.5.6 Chlorine Gas

13.5.6.1 Chlorine Gas shall conform to AWWA B301 and be supplied in DOT-certified 150-lb cylinders or 1-ton containers. Gas purity shall be 99.5% minimum.

13.5.6.2 Vendor must provide safety data sheets (SDS), cylinder safety inspections, and emergency response protocol documentation. Delivery must be made by HAZMAT-certified carriers. Cylinder valves and connections must meet CGA standards. Bidders must provide SDS and COA documentation. Cylinders must be filled within 180 days prior to delivery. Requalification must be in accordance with DOT cylinder life requirements.

13.5.7 Ferric Chloride

13.5.7.1 Ferric Chloride must conform to AWWA B407. The product shall contain a minimum 37% ferric iron (Fe^{3+}) by weight. Specific gravity shall be in the range of 1.40–1.50. Product must be NSF/ANSI 60 certified.

13.5.7.2 Delivered in bulk liquid form in DOT-compliant tankers. Corrosion-resistant fittings required for delivery. Bidders must provide typical analysis, COA, SDS, and iron content assay with their submittal.



13.5.8 Ferric Sulfate

13.5.8.1 Ferric Sulfate shall comply with AWWA B406. Liquid form must contain a minimum of 12% Fe³⁺ iron content. Specific gravity shall be 1.45 minimum. Product must be NSF/ANSI 60 certified and suitable for phosphorus removal applications.

13.5.8.2 Shall be delivered in bulk via tanker with stainless steel or FRP-compatible lines. Product age must not exceed 45 days from manufacture date at time of delivery.

13.5.9 Ferrous Chloride

13.5.9.1 Ferrous Chloride must be supplied as a clear to dark green liquid with a ferrous iron (Fe²⁺) content of at least 12% by weight. Product must be suitable for odor control and phosphorus removal applications. Specific gravity ≥ 1.28. Product must be NSF/ANSI 60 certified.

13.5.9.2 Delivered in bulk tankers or 275-gallon totes. Product age must not exceed 30 days from manufacture date at time of delivery. COA, SDS, and iron assay are required with each delivery.

13.5.10 Hydrated Lime

13.5.10.1 Hydrated Lime must conform to AWWA B202 and be composed of no less than 85% Ca(OH)₂. Product must be a fine, dry, free-flowing powder suitable for lime slurry feed systems. Product must be dust-free with maximum moisture content of 1%.

13.5.10.2 Delivered in 50 lb bags or pneumatic bulk tankers. COA, SDS, lime index, and handling recommendations required with bid. Bags or bulk material must be used within 180 days of manufacture. Bags must be stored indoors in dry, ventilated areas.

13.5.11 Liquid Caustic Soda (Sodium Hydroxide)

13.5.11.1 Liquid caustic soda must comply with AWWA B501. Product shall be 25% or 50% NaOH solution. NSF/ANSI 60 certification is required. Product must be manufactured using membrane cell process and free of heavy metals. Bidders must specify product density, specific gravity, and storage compatibility requirements.

13.5.11.2 Delivered in insulated, dedicated tankers or 330-gallon Intermediate Bulk Container (“IBC”) totes. Bidders must provide SDS, COA and membrane-cell production certification documentation. Product age must not exceed 90 days from manufacture date at time of delivery.



13.5.12 Liquid Chlorine

13.5.12.1 Liquid Chlorine shall meet AWWA B301 and be suitable for municipal-scale water and wastewater disinfection. Shall be 99.5% pure and compliant with all federal transportation and safety regulations.

13.5.12.2 Product must be supplied in pressurized containers with compatible valves. Delivery carriers must be HAZMAT-certified. Bidders must provide SDS, COA and leak test record(s) documentation. Must be delivered within 90 days of packaging and within DOT service life limits for pressurized containers.

13.5.13 Liquid Lime

13.5.13.1 Liquid Lime shall be a stabilized slurry of calcium hydroxide (minimum 30% solids) suitable for pumpable application. Product must meet ASTM C977 and have NSF/ANSI 60 certification.

13.5.13.2 The slurry must remain in suspension and be delivered in agitated tank trucks or IBCs. Supplier must provide product stability data and compatible storage specifications. Slurry must be used within 30 days of manufacture. Deliveries must be agitated prior to and during transport to maintain suspension.

13.5.14 Magnesium Hydroxide

13.5.14.1 Magnesium Hydroxide must be a stabilized aqueous slurry with 60% solids minimum and conform to applicable NSF/ANSI 60 standards. Product shall be odorless, non-toxic, and used for pH and alkalinity control.

13.5.14.2 Delivered in agitated tankers or 275-gallon totes. Documentation must include SDS, COA, percent solids, and particle size distribution. Must remain in suspension for 30 days minimum without degradation. Product age must not exceed 60 days from manufacture at time of delivery.

13.5.15 Peracetic Acid (PAA)

13.5.15.1 Peracetic Acid shall conform to relevant ASTM and EPA specifications for disinfectants. Product must contain 15% PAA minimum with acetic acid and hydrogen peroxide stabilizers. Must be NSF/ANSI 60 certified.

13.5.15.2 Delivered in 55-gallon drums or 330-gallon totes. Product must be stored in cool, ventilated conditions. Product age must not exceed 60 days from manufacture at the time of delivery. Bidders must provide SDS, COA, and PAA content assay with each shipment.

13.5.16 Phosphoric Acid / Orthophosphate Blends

13.5.16.1 Product must conform to AWWA B502 and be suitable for use in corrosion control programs. Product must have NSF/ANSI 60 certification. Must be a blended solution with clearly labeled percentages of orthophosphate and polyphosphate if applicable.

13.5.16.2 Delivered in bulk or 275-gallon totes. Bidders must provide corrosion control performance data, COA and SDS documentation. Must be delivered within 90 days of manufacture. Storage tanks must be cleaned and inspected annually if refilled.

13.5.17 Polyaluminum Chloride (PAC)

13.5.17.1 PAC must meet NSF/ANSI 60 certification and be manufactured under controlled conditions. Product basicity and Al₂O₃ content must be declared. Product pH shall be in the range of 2.5–4.0.

13.5.17.2 Delivered in bulk tanker or 275-gallon totes. Include certificate of analysis and SDS with each delivery. Maximum allowable age at delivery: 60 days from manufacture date.

13.5.18 Polymer Flocculants (e.g., Polyacrylamide)

13.5.18.1 All polymer flocculants must be NSF/ANSI 60 certified and clearly labeled as cationic, anionic, or nonionic. Vendors must provide dosage guidelines, molecular weight, and charge density specifications.

13.5.18.2 Product must be delivered in dry or emulsion form in pails, drums, or totes. Include SDS, dilution instructions, and mixing requirements. Dry polymers must not exceed 12 months from manufacture; emulsions must not exceed 6 months. Storage temperature limits must be observed to maintain performance.

13.5.18.3 Contractors may propose custom-formulated polymer products tailored to the specific treatment needs of a Participating Public Agency. Such customized polymers must meet the performance requirements of the end user and shall comply with all applicable NSF/ANSI 60 standards. Contractor must provide performance validation data for each proposed customized formulation prior to approval and use.

Custom formulations must be developed and delivered under the same safety, SDS, and COA documentation requirements as standard polymers.

13.5.18.4 Contractors proposing custom polymers must offer on-site or off-site jar testing and/or bench-scale testing at no additional cost, unless expressly authorized by the Participating Public Agency. Site-specific application recommendations must include expected dosage rates, mixing instructions, and performance metrics (e.g., TSS removal, sludge volume reduction).

Field trials may be required for verification of performance. Contractors must provide a proposed scope of work and trial cost (if applicable) in advance and must receive written approval prior to proceeding.

13.5.18.5 If a Participating Public Agency elects to utilize a custom-formulated polymer, the Contractor must provide a written price quote based on:

- Raw material costs,
- Blending/lab costs,
- Freight and delivery,



- Margin consistent with standard pricing under this Master Agreement. The Contractor must identify whether the custom product is:
 - Derived from a standard catalog item with modified characteristics, or
 - A proprietary blend unique to a specific facility.

Customized polymer pricing shall be submitted to the Participating Public Agency for approval in writing and will be documented in a pricing addendum to the Participating Public Agency's order under this Master Agreement. All custom pricing must be auditable and supported by cost detail upon request by the Authority or its designee.

13.5.19 Potassium Permanganate

13.5.19.1 Potassium Permanganate must conform to AWWA B603 and be a minimum 97% KMnO_4 . NSF/ANSI 60 certification required.

13.5.19.2 Product shall be delivered in 55-lb pails or 100-lb drums in dry crystalline form. Must be packaged in moisture-resistant, UN/DOT-approved containers. Product age shall not exceed 90 days at time of delivery.

13.5.20 Sodium Bisulfite

13.5.20.1 Sodium Bisulfite must be in liquid form, minimum 38% concentration, and NSF/ANSI 60 certified. Product must be free of heavy metals and manufactured under ISO-certified processes. Include pH range, typical analysis, and safety handling instructions with bid.

13.5.20.2 Shall be delivered in 55-gallon drums, totes, or tankers. Bidders must provide SDS, COA and NSF certification documentation. Product age must not exceed 30 days from manufacture date at time of delivery.

13.5.21 Sodium Hypochlorite

13.5.21.1 Sodium Hypochlorite must conform to AWWA B300. Product strength must be 12–15% available chlorine at time of delivery. Include decomposition rate, iron content (max 0.5 ppm), and NSF/ANSI 60 certification. Vendors must provide refillable tote exchange or return program.

13.5.21.2 Delivered in bulk or 275-gallon totes. Age of product at delivery must not exceed 21 days from manufacturing. Bidders must provide SDS, COA and NSF documentation.

13.5.22 Sulfur Dioxide

13.5.22.1 Sulfur Dioxide shall meet AWWA B609 and be provided in liquefied gas form in ton containers. Product must be 99.9% pure with impurity documentation.

13.5.22.2 Delivered in 1-ton DOT-certified containers or 150 lb. cylinders. Containers must meet DOT specifications and be shipped via HAZMAT-certified carriers. Delivery must include safety training materials and 24/7 emergency

support contact information. Sulfur Dioxide containers must be filled within 120 days of delivery. Certification of container integrity and valve inspection must be included.

13.6 Additional Water Treatment Products and Services

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

13.7 Complete Product and Service Offering/Balance of Line

Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals for all products and services they can provide. Pricing for complete product and service offering/balance of line items will be determined by a percentage discount off the Contractor’s standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror’s response.

13.8 Volume-Based Cooperative Discount Clause

13.8.1 Cooperative Volume Incentive Pricing

In recognition of the aggregate purchasing power of Participating Public Agencies under this national cooperative contract, the Contractor shall apply volume-based incentive pricing as follows:

13.8.2 Volume Discount Structure

The Contractor agrees to offer tiered discounts based on cumulative annual contract spend across all Participating Public Agencies. These discounts shall apply to all eligible chemical items as follows:

Cumulative Annual Cooperative Spend	Additional Discount Off Unit Prices
\$0 – \$999,999	0%
\$1,000,000 – \$2,499,999	1%
\$2,500,000 – \$4,999,999	2%
\$5,000,000 – \$9,999,999	3%
\$10,000,000 and above	5%

13.8.3 Application of Discounts

Volume discounts shall be applied to all future invoices once a given spend threshold is achieved. The discount shall be applied prospectively and proportionally to all Participating Public Agencies based on the timing of their orders and total cooperative spend. Contractors must maintain tracking documentation of total cooperative sales under the Master Agreement and report to the Authority on a quarterly basis.

13.8.4 Annual Reconciliation and True-Up

At the end of each calendar year, the Contractor shall perform a reconciliation of total cooperative spend. If the year-end volume qualifies for a higher discount tier than



previously applied, the Contractor shall issue a retroactive credit or rebate to Participating Public Agencies on qualifying orders, proportionate to their individual contribution to the cumulative spend.

13.8.5 Audit Rights

The Authority and its cooperative procurement partners reserve the right to audit Contractor sales reports to confirm spend thresholds and the appropriate application of volume discounts

13.9 Fuel Surcharge Adjustment Clause

The Contractor may request a fuel surcharge adjustment no more than once per quarter during the term of the contract. Any request for a fuel surcharge increase must be:

- Submitted in writing to the Authority with at least 30 days' notice,
- Supported by documentation demonstrating a material increase in average diesel fuel prices based on a publicly available index (e.g., U.S. Energy Information Administration [EIA] U.S. On-Highway Diesel Fuel Prices), and
- Subject to review and written approval by the Authority prior to implementation.

If the average diesel fuel price decreases materially (as determined by the same index), the Authority reserves the right to request a corresponding fuel surcharge reduction, and the Contractor shall comply.

Fuel surcharge increases or decreases must be calculated based on a consistent, predefined formula or per-mile or per-delivery basis, as proposed in the Contractor's original response and accepted as part of the Price Proposal.

No retroactive fuel surcharge adjustments will be permitted. All approved surcharge changes shall be published in writing and made available to Participating Public Agencies. The Authority reserves the right to audit surcharge data at any time.

14. INSURANCE REQUIREMENTS

- A. The Vendor **shall** secure and maintain throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect itself and the interest of LRWRA against all hazards or risks of loss as hereinafter specified.
- B. All insurers **must** have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state of Arkansas. The form and limits of such insurance, together with the underwriter thereof in each case, **must** be acceptable to LRWRA but regardless of such acceptance it **shall** be the responsibility of the Vendor to maintain adequate insurance coverage at all times. Failure of the Vendor to maintain adequate coverage **shall not** relieve it of any contractual responsibility or obligation.
- C. Satisfactory certificates of insurance **shall** be provided to LRWRA prior to award and prior to any subsequent renewal. The certificate **shall** state that ten (10) days' advance written notice will be given to LRWRA before any policy covered thereby is changed or canceled. LRWRA will provide

written notification and a required timeframe for submittal. The Vendor **must** submit the certificates within the timeframe as required by LRWRA.

- D. **Workers' Compensation and Employer's Liability:** This insurance **shall** protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor **shall** also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of workers' compensation law. This policy **shall** include "all states" endorsement. The liability limits **shall not** be less than:

Workers' Compensation & Disability Statutory
Employer's Liability \$1,000,000 each Accident
 \$1,000,000 Each Employee for Injury by Disease
 \$1,000,000 Aggregate for Injury by Disease

- E. **Commercial General Liability Insurance:** The Vendor **shall** maintain during the life of this contract such Liability Insurance as **shall** protect it against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under the contract whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance **shall** be as follows:

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate per Project
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit

1. It is expressly understood that it is the intent that any insurance obtained by the Vendor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by LRWRA.
2. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause **shall** be added to the General Liability, Automobile and Workers' Compensation policies in favor of LRWRA.

- F. **Commercial Automobile Liability Insurance:** The Vendor **shall** take out and maintain during the life of the contract such commercial automobile (vehicle) liability insurance as **shall** protect it against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired or non-owned vehicles used by or for it in any capacity in connection with carrying out of the contract. The minimum acceptable limits of liability to be provided by such vehicle liability insurance **shall** be as follows:

\$1,000,000 combined single limit per accident
Commercial Auto Policy shall include CA-9948 Pollution Extension

- G. **Umbrella Policy:** This insurance **shall** protect Vendor against all claims in excess of the limits provided under the Compensation, Comprehensive Automobile Liability, and the Comprehensive General Liability. The liability limits of the Umbrella will be in the name of LRWRA and maintained in force for the duration of the contract by the Vendor. Policy **shall** provide a liability limit of not less than \$3,000,000 and **shall** protect LRWRA against any and all claims and liabilities for injury to or death of person, or damage to property caused in whole or in part by the negligent acts of omissions of Vendor, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of the contract.

SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

1. PROPOSAL SUBMISSION

A. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.

B. Each proposal should be prepared simply and economically, providing a straightforward and concise description of the vendor's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the RFP evaluation criteria.

C. **Original Response Packet** (a.k.a., "Technical Written Response")

1. Vendor's original response packet **must be delivered to LRWRA in a sealed opaque package** on or before the established bid opening date and time.
2. The original response should be clearly marked "ORIGINAL" and **must** include the following
 - Original signed response. The required signature page is included as the last page of the document.
 - Response to *Section R2-Evaluation Criteria* included in the *Response Packet and Award Information* document of the response packet
 - Other documents and/or information as may be expressly required in this solicitation
3. The original response should include pages 6 and 7 of the ARBid Invitation document.
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

D. **Official Bid Price Sheet** (See Pricing below)

Vendor's original *Official Bid Price Sheet* **must** be sealed separately from the technical proposal and **must** be submitted in hard copy format.

- a. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
- b. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or other electronic copies of their Proposal Packet. **DO NOT** submit any ancillary information not related to actual pricing in the sealed pricing package.

E. **Additional Copies and Redacted Copy of the Response Packet**

In addition to the original response, vendor should submit the following items:

- a. Additional copies of the Response Packet
 - Five (5) additional complete hard copies (marked "COPY") of the response.
 - One (1) digital copy of the original hard copy response, preferably on a flash drive.



- All additional hard copies and digital copies **must** be identical to the original hard copy *Response Packet*. In case of a discrepancy, the original hard copy response **shall** govern.
 - If LRWRA requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request or as stated in LRWRA's request.
- b. One (1) redacted copy (marked "REDACTED") of the original bid response, preferably on a flash drive.

F. Delivery of Response

1. Vendor's response should be properly marked with the information listed below. If the packaging is not properly marked, it may be opened for bid identification purposes.
 - Bid number
 - Date and time of the bid opening
 - Vendor's name and return address
2. Vendor's original sealed response **must be delivered to LRWRA, at the address below, in a sealed opaque package** on or before the established bid opening date and time.

Little Rock Water Reclamation Authority
ATTN: Procurement Department
11 Clearwater Drive
Little Rock, AR 72204

Note: Delivery providers USPS, UPS, and FedEx deliver mail to LRWRA's street address on a schedule determined by each individual provider. These providers will deliver to LRWRA based solely on the street address. Vendor(s) who choose to hand deliver a bid response should take it to the permits desk in the Clearwater Administration Building which is located at 11 Clearwater Drive.

G. ORGANIZATION OF RESPONSE DOCUMENTS

It is strongly recommended that vendors adhere to the following format and suggestions when preparing a response. The original response and all copies should be indexed and tabbed, and should be arranged in the following order

- Completed and signed *Signature Page*.
- Signed Addenda, if applicable.
- List of subcontractors, if applicable
- Other documents and/or information as may be expressly required in this solicitation. Label documents and/or information to reference the solicitation item number.
- Response to the *Section R2 – Evaluation Criteria in the Response Packet and Award Information document*.

H. PRICING

1. Vendor **must** include all pricing on the *Official Price Bid Sheet*. Any cost not identified by the successful Bidder but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this solicitation.



2. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or other electronic copies of their Response Packet. DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
3. Vendor **must not** include any pricing in the hard copies or electronic copies of their Technical Proposal. Should hard copies or electronic copies of their Technical Proposal contain any pricing, the proposal **shall** be disqualified.
4. All pricing **must** be in ink or typewritten. Mistakes may be crossed out and corrections inserted adjacent thereto. Corrections should be initialed in ink by the person signing the proposal.
5. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
6. All proposal pricing **must** be in United States dollars and cents.
7. The *Official Bid Price Sheet* may be reproduced as needed.

I. **PROPRIETARY INFORMATION**

1. Response documents pertaining to this solicitation will become the property of LRWRA and **shall** be subject to the Arkansas Freedom of Information Act (FOIA).
 2. One (1) complete copy of the original bid response from which any proprietary and/or confidential information has been redacted should be submitted online through AR Bid or submitted on a flash drive in the vendor's response for traditional hardcopy responses.
 3. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
 4. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
 5. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
 6. If a redacted copy of the submission documents is not provided with vendor's bid response, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
 7. If LRWRA deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.
- J. All proposals shall be valid for a period of 180 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.
- K. Subject to the requirements set forth in Sections A and B of the solicitation, during the period between the date Lead Agency issues this solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this solicitation to the personnel identified in the solicitation Contact section below in the manner specified in such section. Contact with any prohibited individuals after issuance of this solicitation and before selection is made may result in disqualification of the Respondent.

- L. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated timetable in Section F above. All questions and answers will be posted with the solicitation at www.arbid.net. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communication concerning this solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this solicitation. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
- M. In the event Lead Agency decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with multiple respondents reasonably susceptible for award. Except to the extent otherwise required by law, during negotiations, no Respondent's proposal, including pricing, shall be revealed to any other party or to any other person who is not involved with the evaluation process.
- N. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- O. **Lead Agency shall consider all proposals voluntarily submitted in response to this solicitation to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record in compliance with applicable open records policies and laws.** However, notwithstanding the foregoing, if a proposal is submitted in response to this solicitation, and the proposal contains trade secret information as defined under applicable law, then such trade secret information is entitled to all protections granted under applicable law or, if such applicable law requires such information to be expressly identified, such trade secret information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with applicable state law, Lead Agency shall designate such information as trade secret information and shall maintain and keep such trade secret information if allowed by open records laws. Subject to the foregoing, all proposals and any other documents submitted in response to this solicitation shall become the property of Lead Agency. This solicitation and proposals submitted in response to the solicitation, except for all CoreTrust and/or Respondent pricing, processes, and information that qualifies as trade secret information under applicable law and such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to applicable state law. For purposes of this Section, "**proposal**" shall mean both the forms submitted by the Respondent in connection with this solicitation and any attachments, addenda, appendices, or sample products. Except to the extent any information contained in a proposal is considered trade secret information under applicable law, any proposal submitted in response to this or any Lead Agency solicitation that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Lead Agency for consideration shall be deemed and considered by Lead Agency to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this Section and applicable state law.
- P. Lead Agency may, in its sole discretion, waive minor errors or omissions in a Respondent's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this solicitation.
- Q. CoreTrust and/or Lead Agency, in their sole discretion, may request Respondents reasonably susceptible for award, to submit a best-and-final offer. In such case, Respondents shall submit their best-and-final offers in writing. If a Respondent does not respond to the request for a best-

and-final offer, that Respondent's most recent submission will be considered its best-and-final offer.

- R. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

2. SOLICITATION CONTACT

A. Key Contact.

Blane Ridings, Procurement Administrator
Procurement@lrwa.com

3. REPRESENTATIONS. The Respondent hereby represents the following:

- A. It 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 this proposal and any subsequent award.
- B. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.
- C. To the best of Respondent's knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents or potential respondents in any award resulting from this solicitation.
- D. It is not currently delinquent in the payment of any franchise taxes.
- E. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- F. Where the solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion, determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.
- G. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number

specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

- H. Lead Agency reserves the right to award contract(s) to multiple Respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Lead Agency. No exclusivity is implied in connection with this solicitation unless expressly stated otherwise. Lead Agency reserves the right to obtain like goods and services from other sources.

4. EVALUATION PROCESS AND CRITERIA

A. Verification of Submission Requirements

All proposals shall be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.

B. Response Score and Evaluation

1. Vendor Acceptance of Evaluation Technique

- a. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- b. The submission of a response to this solicitation **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the responses.
- c. LRWRA's decision **shall** be final.

2. Evaluation of Written Response

- a. A LRWRA-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on Vendor's response to ~~Section R3-Evaluation Criteria~~ included in this solicitation. Other agencies, consultants, and experts may also examine documents at the discretion of LRWRA.
- b. The maximum available score for a vendor's response to *Section R3-Evaluation Criteria* is 1,000 points.
- c. The total score received for written responses **shall** determine only the initial ranking of Vendors. This score will not be added to the Phase 2 Presentations/Interview Score. Only Vendors scoring at least the required minimum score of 700 **shall** move forward to Phase 2 of the evaluation process.
- d. Written responses that **do not** receive a minimum score of 700 **shall not** move forward in the solicitation process and **shall not** be considered.



C. Cost Score (300 points)

1. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest grand total as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
2. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

$(A/B)*(C) = D$

- A = Lowest Total Cost
- B = Second (third, fourth, etc.) Lowest Total Cost
- C = Maximum Points for Lowest Total Cost
- D = Total Cost Points Received

D. Grand Total Score

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

Technical Proposal Scoring Matrix (700 points)

1. Technical Compliance and Product Specifications (0–200 Points)
 - Conformance with AWWA, NSF/ANSI, EPA, and other applicable standards
 - Completeness and accuracy of chemical specifications and documentation (COA, SDS, etc.)
 - Appropriateness of chemical formulation for stated application(s)
 - Ability to provide products in multiple packaging formats (bulk, totes, drums, cylinders)
 - Availability of alternate formulations or concentrations if requested
2. Distribution Capacity and Supply Chain (0–175 Points)
 - National distribution network and logistics capacity
 - Delivery lead times and reliability across multiple regions
 - Emergency and backup supply capabilities
 - Access to manufacturer inventory or direct supply
 - On-time delivery track record and service-level guarantees
3. Qualifications and Experience (0–125 Points)
 - Years of experience supplying chemicals to public agencies/utilities
 - Relevant experience with national or cooperative contracts
 - Company background, certifications, and references from public sector clients
 - Staff qualifications and dedicated account management structure



4. Contract Implementation and Program Support (0-100 Points)

- Implementation plan and timeline
- Agency onboarding process
- Reporting and communication tools
- Contract management and support structure

5. Contract Risk and Miscellaneous (0–50 Points)

- Litigation and termination history
- Subcontractor carrier oversight
- Regulatory and safety compliance
- Supply chain risk mitigation planning ability

6. Marketing (0-50 Points)

- Public promotion and brand integration
- Sales team alignment and training
- Ongoing contract management and growth strategy
- Event participation and visibility

Cost Scoring Matrix (300 Points)

- Competitive unit pricing for each chemical offered
- Transparency of all fees and surcharges (fuel, delivery, environmental, etc.)
- Pricing structure for varying order sizes (e.g., bulk vs. drum)
- Any available volume discounts, incentives, or cooperative rebates

- E. A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.
- F. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").
- G. Estimated Quantities. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.
- H. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").
- I. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this solicitation and the Cost Proposal.
1. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.



2. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
 3. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.
 4. Indefinite Quantity. This solicitation requests pricing for an indefinite quantity of Products & Services.
 5. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).
 6. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this solicitation and Participating Agencies.
 7. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
 8. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
 9. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
 10. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.
- J. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

7. AWARD

- A. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this solicitation. Awards may be based on a subcategory.
- B. Lead Agency is under no obligation to issue a contract as a result of this solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right not to select any Respondent should Lead Agency decide not to proceed for any reason.



- C. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.
- D. Successful Vendor Selection: The ranking of vendors **shall** be determined by the grand total score each response receives in evaluation. The vendor(s) receiving the highest-ranking score for their response **shall** be selected as the apparent successful vendors.
- E. Negotiations
 - 1. LRWRA will enter pricing negotiations with the highest-ranking vendor after completion of the evaluation process.
 - 2. If LRWRA chooses, it **shall** also have the right to enter discussions with the highest-ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of LRWRA. LRWRA **shall** solely determine the items to be negotiated.
 - 3. If LRWRA and vendor cannot reach an agreement regarding contractual matters, including pricing, LRWRA **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest-ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time LRWRA decides not to move forward with an award.
- F. Little Rock Water Reclamation Commission Approval: Any resultant contract of this solicitation **shall** be subject to LRWRA approval processes which may include LRWRC review and approval.
- G. Issuance of a Contract: A LRWRA Procurement Official, with approval by the LRWRC, **shall** be responsible for award and administration of any resulting contract. A contract **shall not** be effective prior to award being made by a LRWRA Procurement Official.

8. PROTESTS

- A. Subject to the requirements set forth in Sections A and B of the solicitation, a protest may be filed by a prospective or actual Respondent alleging improprieties in the issuance of the solicitation or any other event preceding the deadline for proposal submission. The protest must be sent to the Procurement@lrwra.com and prior to the proposal due date.
- B. Any potential or actual Respondent objecting to the award of a contract resulting from the issuance of this solicitation may file a protest of contract award and must be submitted no later than 12:00 PM Central on the eighth (8th) calendar day after the public announcement of contract award.
 - 1. The protest must be filed in writing and must contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The name and number of the solicitation being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.



2. Must be filed by sending to one of the following:

Email: Procurement@LRWRA.com

Mail or Delivery: Little Rock Water Reclamation Authority
11 Clearwater Drive
Little Rock, AR 72204

C. An untimely protest may be considered by Lead Agency, if Lead Agency, in its sole discretion, determines that the protest raises issues significant to Lead Agency’s procurement methodology. An untimely protest is one received by Lead Agency after the time periods set forth in this Section.

9. OTHER REQUIRED INFORMATION

A. Applicability of Section 9 (Other Required Information) – State-Specific Requirements

The requirements contained in this are included to address compliance obligations that may be imposed under the laws of certain states. These provisions apply only in those states where they are required by law or regulation and do not automatically apply to the Lead Agency or Participating Agencies located in states that do not impose such obligations.

Suppliers are responsible for complying with the certifications, licenses, and other requirements of the jurisdiction(s) in which they are conducting business under this Contract. States that currently require, or may require, additional certifications, licenses, registrations, or diverse business documentation under provisions such as those found in this Section include, but are not limited to: California, Texas, New York, Illinois, and Ohio.

Other states may also have comparable requirements. Suppliers are required to meet those obligations only when contracting with, receiving an award from, or fulfilling orders placed by the Lead Agency or a Participating Agency located in that state. If there is any conflict between the provisions in this Section and the laws of the Lead Agency’s or a Participating Agency’s state, the procurement laws of that Agency will govern and take precedence.

The inclusion of these provisions in this Section is necessary to ensure that this Contract may be lawfully used by Participating Agencies in states where such requirements exist. However, they do not create obligations for Suppliers in jurisdictions that do not require them, and failure to provide such documentation will not affect eligibility for award or use of this Contract outside the applicable state.

B. **Certifications And Licenses:** Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Does vendor agree? _____ *(Initials of Authorized Representative)*

C. Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The



Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.

Respondent Signature

D. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Respondent Signature

E. ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any



provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

_____ *Respondent Signature*

F. IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.



Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

G. BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? _____ (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? _____ (Initials of Authorized Representative)

H. TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____ (Initials of Authorized Representative)

I. FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering



their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, it will be considered that the Respondent’s response will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does vendor agree? _____ (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does vendor agree? _____ (Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.



Does vendor agree? _____ (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does vendor agree? _____ (Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree? _____ (Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does vendor agree? _____ (Initials of Authorized Representative)

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

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? _____ (Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? _____ (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to



reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? _____ (Initials of Authorized Representative)

SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1. NATIONAL OFFERING. This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS. If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

3. AWARD BASIS. The award of any Master Agreement resulting from this solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (e.g. governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (*i.e.* invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT. CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral,

website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.

5. ADMINISTRATIVE FEE. Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

[Remainder of page intentionally left blank.]



SECTION I – FORM OF MASTER AGREEMENT

[Attachment to Follow]

MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this “**Master Agreement**”) is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a “**Party**” and together the “**Parties**”).

RECITALS

WHEREAS, Little Rock Water Reclamation Authority (LRWRA) serves as a lead agency (a “**Lead Agency**”) for CoreTrust Purchasing Group LLC (“**CoreTrust**”), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services (the “**Program**”) to be made available to current and prospective CoreTrust cooperative purchase program participants (“**Program Participant**”);

WHEREAS, CoreTrust is Lead Agency’s third-party procurement administrator and duly authorized agent managing procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of Lead Agency;

WHEREAS, any Public Sector Entity may participate in the Program as a Program Participant to the extent permitted by applicable state, region, territory, and/or national law. The term “**Public Sector Entity**” includes without limitation state, county, city, special district, and/or local government entities, school districts, private and public educational institutions, political subdivisions, state/regional/territorial agencies, state/regional/territorial governments, and other entities receiving financial support from tax monies and/or public funds;

WHEREAS, CoreTrust makes its Master Agreements available through groups and associations (“**Association Partners**”) that contract with CoreTrust to provide additional benefits to such Association Partners’ members;

WHEREAS, Program Participants, Association Partners, and Association Partners’ members are referred to herein as “**CoreTrust Participants**.”

WHEREAS, Lead Agency issued a best value solicitation (“**solicitation**”) on behalf of CoreTrust Participants and solicited responses from companies (“**Respondent(s)**”) for Wastewater Treatment Chemicals, Related Services, and Supplies with related products and services, as further described in Supplier’s cost proposal submission (collectively, “**Products & Services**”), and awarded a contract to Supplier; and

WHEREAS, CoreTrust shall make available this Master Agreement to Program Participants for procurement of Supplier’s Products & Services, and Supplier shall provide the same to Program Participants subject to this Master Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PERSONNEL; EQUIPMENT. Supplier shall provide the Products & Services to all Program Participants at the prices set forth in its cost proposal submission delivered in response to the solicitation. Supplier shall engage such subcontractors, personnel, and/or specialized equipment necessary to furnish Products & Services to all Program Participants throughout the Term of this Master Agreement.

2. SUPPLEMENTAL AGREEMENTS. No separate agreement shall apply to the Products & Services ordered under this Master Agreement.

3. PRICING

a. Charges. All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the solicitation as Section O (“**Cost Proposal**”). Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier’s Cost Proposal.

b. Restrictions. All pricing is “Not-To-Exceed,” where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent’s Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier’s determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency’s authorized representative in order to take effect, and no payment for additional materials or services beyond the amount

stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

4. TERM; TERMINATION

a. **Term.** This Master Agreement commences as of the effective date (“**Effective Date**”) identified in the Master Agreement Acceptance Form attached to the solicitation as Section J (“**Master Agreement Acceptance Form**”) and continues for the later of: (i) three (3) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form (“**Termination Date**”) unless extended, terminated, or canceled as set forth herein (“**Initial Term**”). Thereafter, Lead Agency may opt to renew his Master Agreement for four (4) additional one(1) year period(s) (each, a “**Renewal Term**”) unless this Master Agreement is earlier terminated as set forth herein. By the Parties’ mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) (“**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term.**”

b. **Termination.** Each Party may terminate this Master Agreement: (i) at any time upon mutual written consent of all Parties’ respective authorized representatives; (ii) upon ten (10) additional days’ written notice in the event another Party breaches a material obligation hereunder, and (if such breach is curable) such Party fails to cure the breach or provide acceptable reassurance to the non-breaching Party(ies) within thirty (30) calendar days of receiving written notice thereof; and/or (iii) upon five (5) business days’ written notice: (1) if another Party is adjudged insolvent or bankrupt or makes any assignment for the benefit of creditors; (2) upon the appointment of a receiver, liquidator, or trustee of another Party’s property or assets; or (3) upon liquidation, dissolution, or winding up of another Party’s business.

c. **Effect of Termination.** Upon termination of this Master Agreement for any reason, all Confidential Information shall be promptly returned to the Disclosing Party. Supplier shall immediately cease all sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the effective date of termination, Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect, either directly or through some other contract vehicle. Following the effective date of termination, Lead Agency and CoreTrust shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or supplier.

5. CONFIDENTIALITY. This Section 5 shall apply solely to the extent permitted by applicable law. This Section shall be subject to all requirements of the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq. (“FOIA”), and is not intended, nor shall it be construed, as an effort to overcome the requirements of that Act. The FOIA may require disclosure of certain material that could fall under the definition of “Confidential Information” pursuant to this Agreement. The non-public nature and details of the business relationship established hereunder, and each Party’s (“**Disclosing Party**”) non-public business information to which another Party (the “**Receiving Party**”) becomes privy during the Term, constitute the Disclosing Party’s confidential and proprietary information (“**Confidential Information**”), the disclosure, copying, or distribution of which in breach of this Master Agreement could result in harm to the Disclosing Party. Each Party shall maintain the other Parties’ Confidential Information in the strictest confidence and shall not disclose, copy, or distribute the other Parties’ Confidential Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, consultants, and suppliers with a need to know the Confidential Information who are bound: (a) in writing to these confidentiality obligations; and/or (b) by a professional duty of confidentiality. The foregoing shall not limit a Receiving Party, for purposes of marketing, from informing actual or potential CoreTrust Participants of the existence of a general contractual relationship between the Parties. The confidentiality obligations set forth in this Section shall continue in effect for the Term and thereafter for so long as permitted under applicable law. For clarity, “Confidential Information” shall not include information: (i) which is or becomes generally available to the public other than through the fault of the Receiving Party or a third party acting on the Receiving Party’s behalf; (ii) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party; and/or (iii) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives (provided, such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information). Notwithstanding anything to the contrary herein, if a Receiving Party is required by applicable law, legal process, and/or court of competent jurisdiction to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing (to the extent legally permitted).

6. INDEMNIFICATION. Supplier shall indemnify, defend, and hold harmless Lead Agency and their respective administrators, directors, officers, members, managers, employees, and agents (each, an “**Indemnified Party**”) from and against all losses, damages, and expenses (including reasonable attorneys’ fees) arising from all claims, proceedings, and/or demands (“**Claims**”) asserted against an Indemnified Party resulting from the act(s) and/or omission(s) of Supplier or its employees or subcontractors in the preparation of the solicitation and later performance under this Master Agreement. The Indemnified Party shall: (a) notify Supplier in writing promptly upon discovering a Claim (provided, failure to do so shall not excuse Supplier’s obligations under this Section unless Supplier is materially prejudiced by such failure), at which time Supplier shall promptly take control of the defense against such Claim; and (b) reasonably assist Supplier in its defense at Supplier’s reasonable request and expense. Supplier shall not settle any Claim without the applicable Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnified Party shall be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense. LRWRA, under Arkansas law, may not enter into a warranty, covenant, or agreement to hold a party harmless or to indemnify a party from prospective damages.

7. INSURANCE. During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier’s performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier’s provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on Supplier’s related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

8. AUDIT. Lead Agency, whether directly or through an independent auditor or accounting firm, may perform audits of Supplier materials, including inspection of books, records, and computer data relevant to Supplier’s provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and in a manner not unreasonably interfering with Supplier’s ordinary business operations.

9. MISCELLANEOUS

a. Submission Review. Lead Agency shall review proposed Respondent contract documents. Respondent’s contract document shall not become part of Lead Agency’s and CoreTrust’s contract with Respondent unless and until an authorized representative of Lead Agency and CoreTrust reviews and approves it in writing.

b. General. This Master Agreement, together with all solicitation components of the solicitation, the components of Supplier’s proposal, attachments, appendices, and exhibits hereto, constitutes the Parties’ entire agreement with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same. Supplier’s complete and final solicitation response is hereby incorporated into and made part of this Master Agreement. No release, discharge, abandonment, waiver, alteration, or modification of any provision of this Master Agreement shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties. This Master Agreement should be construed without regard to any rule requiring interpretation against the drafting Party. Waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement. If any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be enforced to the extent permissible and the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature shall be deemed an original signature. In the event of conflict between terms in this Master Agreement and the terms of the solicitation or any section or attachment thereto, the following order of precedence applies: (i) the terms in the body of this Master Agreement; (ii)

specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

e. Relationship. Nothing contained in this Master Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. No Party has authority to contract for or bind another Party in any manner whatsoever except as expressly permitted under this Master Agreement. This Master Agreement is made solely for the benefit of the Parties, and no third party shall acquire or have any right under or by virtue of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of ARKANSAS and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER PULASKI COUNTY, AR WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Little Rock Water Reclamation Authority
ATTN: CEO
11 Clearwater Drive
Little Rock, AR 72204

With a copy to:

CoreTrust Purchasing Group LLC
Attn: Drew Tuller, Senior Director Sales, Public Sector or designee
Senior Director Sales, Public Sector
601 11th Avenue North, 7th Floor
Nashville, Tennessee 37203



SECTION J – MASTER AGREEMENT ACCEPTANCE FORM

[Attachment to Follow]

MASTER AGREEMENT ACCEPTANCE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	[TO BE COMPLETED BY SUPPLIER]
Address	[TO BE COMPLETED BY SUPPLIER]
City/State/ZIP	[TO BE COMPLETED BY SUPPLIER]
Phone Number	[TO BE COMPLETED BY SUPPLIER]
Email Address	[TO BE COMPLETED BY SUPPLIER]
Printed Name	[TO BE COMPLETED BY SUPPLIER]
Job Title	[TO BE COMPLETED BY SUPPLIER]
Authorized Signature	

Master Agreement Effective Date	[INSERT HERE]
Master Agreement Termination Date	[INSERT HERE]
Contract Number	[INSERT HERE]

[SUPPLIER]

LITTLE ROCK WATER RECLAMATION AUTHORITY

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date



SECTION K – FORM OF ADMINISTRATION AGREEMENT

[Attachment to Follow]

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT, including the Terms and Conditions attached hereto as Attachment A (collectively, this “Admin Agreement”) is entered into as of **[CLICK HERE TO ENTER DATE]** (“Effective Date”) by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company (“CoreTrust”) and the Party identified in the table below (“Supplier”) (each a “Party” and together the “Parties”).

This Administration Agreement sets forth certain terms between CoreTrust and Supplier that apply to Supplier’s provision of Products & Services to governmental agencies participating in CoreTrust’s national cooperative purchasing program (“Participating Agencies”). For purposes of this Administration Agreement, any lead agency shall also be a Participating Agency.

Supplier Full Name:	[TO BE COMPLETED BY SUPPLIER]
Supplier Address:	[TO BE COMPLETED BY SUPPLIER]

Supplier National Account Manager:		Notice Address(es)* per Section 6(f):
Name:	[TO BE COMPLETED BY SUPPLIER]	[TO BE COMPLETED BY SUPPLIER] <i>*Please identify above any additional addresses to which a simultaneous copy should be sent.</i>
Title:	[TO BE COMPLETED BY SUPPLIER]	
Telephone:	[TO BE COMPLETED BY SUPPLIER]	
Email:	[TO BE COMPLETED BY SUPPLIER]	

CoreTrust Point of Contact:		Notice Address(es) per Section 6(f):
Name:	Drew Tuller	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203 With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Senior Director Sales, Public Sector	
Telephone:	518-538-1948	
Email:	Drew.Tuller@coretrustpg.com	

IN WITNESS WHEREOF, CoreTrust and Supplier have signed this Administration Agreement by their duly authorized representatives as of the Effective Date.

CORETRUST PURCHASING GROUP LLC

SUPPLIER

Authorized Signature

Authorized Signature

Printed Name

Printed Name



ATTACHMENT A – TERMS AND CONDITIONS

1. PARTY OBLIGATIONS

a. Mutual. Each Party shall cooperate in good faith to reasonably enable each Participating Agency's procurement of the Products & Services as contemplated hereunder.

b. CoreTrust. In addition to and without limiting Sections 1(a) and 4, CoreTrust shall conduct the following activities pursuant to this Administration Agreement and (as applicable) the Plan:

(i) Supplier Sales Training. CoreTrust shall during the Term develop, as appropriate and subject to Supplier approval (which approval shall not be unreasonably withheld, conditioned, or delayed), various sales training materials, sales tools, and marketing collateral to promote Supplier's Products & Services. In addition to the foregoing, CoreTrust shall (as appropriate) during the Term, and subject to CoreTrust's scheduling requirements: (1) conduct periodic sales trainings with Supplier sales representatives assigned to sell Products & Services; (2) provide such sales representatives with marketing collateral and sales tools to utilize with the Organizations, with particular focus on CoreTrust's procurement process and Organizations' legal ability in any applicable state (as further described in the Attachments) to purchase Products & Services without having to conduct their own bid or solicitation process; and (3) attend at least one Supplier company-wide sales and / or leadership meeting per year.

(ii) General Sales Support. CoreTrust shall, subject to CoreTrust's scheduling requirements, engage in Supplier sales efforts as agreed in writing between the Parties through participating in: (1) individual sales calls; (2) joint sales calls; (3) communications and customer service; (4) discussions and communication with Organizations during the sales process to address questions related to CoreTrust's procurement process, legal authority to purchase through the Cooperative Program, and Cooperative Program design; (5) trainings for Participating Agencies' teams; (6) regular business reviews to monitor Cooperative Program success; and (7) general contract administration.

(iii) Marketing. CoreTrust shall incorporate information about the Products & Services into CoreTrust's website and general collateral materials. CoreTrust and Supplier shall jointly develop and approve marketing materials to promote Products & Services, such as website content, print materials, talking points, press releases, and general correspondence. Subject to CoreTrust's scheduling requirements, CoreTrust shall market the Products & Services to Organizations as part of CoreTrust's ongoing Cooperative Program and other marketing activities, which may consist of: (1) general marketing of all of CoreTrust's master agreements, including Supplier's Products & Services; (2) marketing of Supplier's Products & Services specifically and / or as part of a package of selected master agreements to targeted Organizations; and (3) attending trade shows, conferences, and meetings, among other activities in CoreTrust's reasonable discretion.

c. Supplier. In addition to and without limiting Sections 1(a) and 4, Supplier shall conduct the following activities pursuant to this Administration Agreement and (as applicable) the Plan:

(i) Contract Administrator; Registration. Supplier shall identify a national account manager on the Cover Page and a separate executive corporate sponsor, each of whom is responsible for the overall management of this Administration Agreement, and notify CoreTrust promptly in writing following any change to such designee(s). Supplier is responsible for ensuring that each Organization has completed CoreTrust's registration process as designated by CoreTrust to Supplier prior to processing such Organization's first order.

(ii) Sales Commitment. Supplier shall market the Cooperative Program in the public sector as more thoroughly described in this Administration Agreement and the Plan. Supplier shall make available to interested Organizations such price lists or quotes as may be necessary for such Organizations to evaluate potential purchases of Products & Services, including without limitation publicizing and directly marketing to the Organizations (through print materials, appearances at conferences and promotional events, and other advertising and marketing activities) the benefits of CoreTrust's Cooperative Program and purchasing Products & Services through Supplier. Where Supplier has an existing contractual relationship for Products & Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state.

(iii) Marketing and Training Commitment. Supplier shall, as more thoroughly set forth in the Plan (as applicable): (1) conduct training and education services about the Cooperative Program for the Organizations according to CoreTrust's reasonable scheduling requirements; (2) provide CoreTrust access to and use of Supplier's documents, presentations, and other materials applicable to this Administration Agreement and the services contemplated hereunder to enable CoreTrust to promote its Cooperative Program as contemplated hereunder; and (3) upon CoreTrust's reasonable request, provide information about the Participating Agencies' procurement of Products & Services which CoreTrust may use to improve its procurement processes.

(iv) Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to

reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Administration Agreement.

(vi) Performance Review. During the Term, upon CoreTrust's reasonable request, Supplier shall participate in a performance review meeting with CoreTrust to evaluate Supplier's performance hereunder with respect to the marketing of the Program.

2. TERM; TERMINATION

a. Term. The Term of this Administration Agreement up to seven (7) years.

b. Termination. Supplier's failure to maintain its covenants and commitments contained in this Administration Agreement shall constitute a material breach of this Administration Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Administration Agreement, at CoreTrust's sole discretion.

c. Effects of Termination. Upon termination of this Administration Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

3. FEES

a. Administrative Fee. Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

b. Reporting. No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.

c. Audit. CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Administration Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

4. REPRESENTATIONS & WARRANTIES

a. Mutual. Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

b. By Supplier. Supplier hereby represents and warrants that: (i) this Administration Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

a. Indemnification. Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this

Administration Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Administration Agreement.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Administration Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this Section 5 shall survive the termination of this Administration Agreement.

6. MISCELLANEOUS

a. General. This Administration Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, representations, and understandings relating to the same (written or oral). All Attachments hereto are hereby incorporated and made a part of Administration Agreement. Any conflict among the terms and conditions of any document associated herewith shall be resolved in the following order of precedence: (i) any Attachment; (ii) these Terms and Conditions; and (iii) any other such associated document. This Administration Agreement may be amended, modified, or supplemented only by a written document expressly indicating such intent of the Parties that is executed and delivered by an authorized representative of each Party. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege. If a court of competent jurisdiction finds any provision of this Administration Agreement unenforceable or invalid, then such provision shall be ineffective to the extent of the court's ruling, and all remaining portions of the Administration Agreement remain in full force and effect. This Administration Agreement may be executed in two or more counterparts, and manually-executed counterparts may be delivered in electronic form, each of which is deemed an original, and all of which together constitute one and the same instrument. Paragraph headings contained herein are for reference only and are not substantive parts of this Administration Agreement. The use of the singular or plural shall include the other form. As used in this Administration Agreement, all references to "include" or "including" mean inclusive by way of example, and not restrictive by way of limitation, and all references to "day(s)" mean calendar days unless otherwise indicated. This Administration Agreement shall not be construed as prepared by one Party, but rather as if the Parties jointly prepared the same.

b. Relationship. Nothing contained in this Administration Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. Neither Party has authority to contract for or bind the other in any manner whatsoever except as expressly set forth in this Administration Agreement. This Administration Agreement is made solely for the benefit of the Parties, and no other persons shall acquire or have any right under or by virtue of this Administration Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Administration Agreement, in whole or in part.

c. Assignment. Supplier shall not assign this Administration Agreement nor its rights or obligations hereunder without CoreTrust's advance written consent. CoreTrust may in its sole discretion assign this Administration Agreement and / or its rights or obligations hereunder, if to a legal entity that has the authority and capacity to perform CoreTrust's obligations under this Administration Agreement. Any assignment in violation of this Section shall be null and void. This Administration Agreement shall bind upon and inure to the benefit of the Parties, their successors, and permitted assigns.

d. Governing Law. This Administration Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMINISTRATION AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

e. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Administration Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Administration Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Administration Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to

promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

f. **Notices.** Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this [Section 6\(f\)](#)), by: (i) personal hand, effective on delivery; (ii) certified mail, return receipt requested and postage prepaid, effective three (3) days following deposit with the U.S. Postal Service; or (iii) nationally recognized overnight courier service, effective the next business day following deposit therewith. The Parties may exchange correspondence via email concerning ordinary business matters hereunder; provided, formal notices due under this Administration Agreement are not effective unless sent pursuant to this [Section 6\(f\)](#).

g. **Publicity.** A Party may issue press releases or other public announcements with respect to this Administration Agreement only with the prior written consent of the other Party's authorized representative. CoreTrust may use Supplier's trademarks, names, and logos as provided by Supplier to CoreTrust. CoreTrust authorizes Supplier to use CoreTrust's trademarks, names, and logos solely as provided by CoreTrust to Supplier and for the purposes of this Administration Agreement. Each Party's use of the other Party's trademarks, names, and logos shall be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to this Administration Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, no Party shall have any right, title, or interest in the other Party's trademarks, names, and/or logos.

7. DEFINITIONS

(a) "**Administrative Fee**" means an amount equal to three percent (3%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

(b) "**Administrative Fee Report**" means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as [Schedule 1](#).

(c) "**Attachment**" means the appendices attached hereto and made a part of this Administration Agreement.

(d) "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond a Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.

(e) "**Cooperative Program**" means CoreTrust's group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.

(f) "**Organization(s)**" means (collectively) state, county, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.

(g) "**Plan**" means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (e.g., developing and presenting case studies, collateral pieces, and presentations).

(h) "**Products & Services**" means those products and services provided or otherwise made available by Supplier under this Administration Agreement.

(i) "**Supplier Content**" means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.



SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

	File Type:	ADMIN	Lead Agency ID:	
	Supplier Name:		Related Check/Wire #:	
	Contract Number:		Check/Wire Amount:	
	Month:		Total Fees for this Month for this contract:	
	Year:			
<p>NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at gethelp@coretrustpg.com if you need assistance.</p>				
<p>DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.</p>				
	Participating Agency ID (Provided by CoreTrust)	Participating Agency Name	Monthly Net Sales	Monthly Admin Fees

*All amounts to be stated in U.S. Dollars.



Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

[Attachment to Follow]

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (“**Lead Agency(ies)**”) with CoreTrust Purchasing Group LLC (“**CoreTrust**”) to be appended and made a part hereof, and other government agencies (collectively, with Lead Agency, a “**Program Participant**”) who participate in the cooperative purchasing programs administered by CoreTrust and / or its affiliates and subsidiaries (collectively, “**Program**”) in the manner designated by Lead Agency and/or CoreTrust.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products & Services**”) to the applicable Lead Agency and Program Participants;

WHEREAS, Master Agreements are made available to Program Participants by Lead Agencies through the Program and provide that Program Participants may voluntarily purchase Products & Services on the same terms, conditions, and pricing as Lead Agency, subject to any applicable federal and / or local purchasing ordinances and the laws of the state of purchase;

WHEREAS, the parties hereto desire to comply with the requirements of any intergovernmental cooperative act, if applicable, to the laws of the state of purchase; and

WHEREAS, in addition to Master Agreements, the Program may from time-to-time offer Program Participants the opportunity to acquire Products & Services through other group purchasing agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

- 1. COOPERATION.** Each party shall facilitate the cooperative procurement of Products & Services.
- 2. COMPLIANCE WITH LAWS.** The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant’s procurement practices.
- 3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS.** The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
- 4. INFORMATION SHARING.** The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.
- 5. AGREEMENT ACCESS.** Program Participant agrees that the Program may provide access to group purchasing organization (“**Cooperative**”) agreements directly or indirectly by enrolling Program Participant in another Cooperative’s purchasing program; provided, the purchase of Products & Services shall be at Program Participant’s sole discretion.
- 6. PAYMENT.** Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products & Services procured and received through any Master Agreement (each a “**CoreTrust Agreement**”) in accordance with the terms and conditions of the Master Agreement.
- 7. ADMINISTRATIVE FEE.** Program Participant acknowledges and agrees that CoreTrust may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.
- 8. RESTRICTIONS.** Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant’s own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.

9. REMEDY; DISPUTE. Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

10. NON-CIRCUMVENTION. Program Participant shall not use this Agreement or the terms and conditions of any CoreTrust Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

11. DISCLAIMER. Program Participant shall be responsible for the ordering of Products & Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products & Services under this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORETRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PRODUCTS & SERVICES OR CORETRUST AGREEMENT AND SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY SUPPLIER OR OTHER PARTY UNDER A CORETRUST AGREEMENT.

12. TERMINATION. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

13. SEVERABILITY. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. ASSIGNMENT. This Agreement and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Program Participant and CoreTrust may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Program Participant or CoreTrust shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 shall be null and void.

15. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16. LIABILITY..

To the extent not prohibited by law, by participating in this Contract, or by acting as a Participating Agency, each agency acknowledges that its contractual relationship is solely between the agency and the Supplier. CoreTrust and the Lead Agency shall be indemnified, defended, and held harmless against any claims, losses, damages, or liabilities arising from the acts or omissions of the Supplier or any Participating Agency. The Participating Agency and the Supplier shall be solely responsible for adjudicating liability directly between themselves. No act or omission of the Supplier shall create liability on the part of CoreTrust or the Lead Agency.

For clarity, when the Lead Agency is acting in its capacity as issuing Lead Agency, it is protected by this provision; when the Lead Agency is acting as a Participating Agency, it is responsible for resolving liability directly with the Supplier. For purposes of this Section, and only this Section, "Participating Agency" applies to LRWRA only when LRWRA is the direct user of the services or supplies provided by the Supplier. In all other instances, LRWRA is considered the Lead Agency and is indemnified under this provision.

At no time does this language provide the Supplier any relief from, or limitation of, the liability requirements set forth under INDEMNITY in Section B, under of this document.

CORETRUST AND THE LEAD AGENCY SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

17. ACKNOWLEDGMENT. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. COMMENCEMENT. This Agreement shall take effect upon: (i) executing a Lead Public Agency Certificate; or (ii) the Program Participant registering on any Program website or other formal written means, as applicable.



SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]



LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, the LEAD AGENCY has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“**MICPA**”) regulating the use of the Master Agreements and purchase of Products & Services that from time to time are made available by Lead Agency to Program Participants nationwide through CoreTrust. Copies of Master Agreements and any amendments thereto made available by Lead Agency shall be provided to Suppliers and CoreTrust to facilitate use by Program Participants.

I understand that the purchase of one or more Products & Services under the provisions of the MICPA is at the sole and complete discretion of the Program Participant.

LEAD AGENCY

Authorized Signature

Printed Name

Title



SECTION N – TECHNICAL PROPOSAL

The selected Vendor's response to this solicitation shall be integrated into and designated as Section N – Technical Proposal of the final contract.



SECTION O – COST PROPOSAL

- The selected Vendor's pricing details shall be integrated into and designated as Section O – Cost Proposal.