

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0104)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Gulbrandsen Technologies, Inc. of Clinton, New Jersey (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on March 10, 2016 Purchasing Office Solicitation No. 2016-020 thru 2016-023, a procurement solicitation for bids for supply and delivery upon demand of each of the following four (4) water treatment chemicals for a minimum of twelve (12) months: sodium permanganate (2016-020), hydrofluosilicic acid (fluoride) (2016-021), powder-activated carbon (hydrodarco B) (2016-022), and polyaluminum chloride (2016-023), each chemical being bid out independently, and (b) on March 14, 2016 Addendum No. 1 to Purchasing Office Solicitation No. 2016-020 thru 2016-023 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid for polyaluminum chloride, said bid dated March 23, 2016 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein. (Pages 9-11 of CITY’s Specifications pertaining to SOLICITATION are intentionally omitted from said excerpts.)
3. CITY has determined that VENDOR’s bid for polyaluminum chloride is the lowest and best responsive and responsible bid of all bids for that chemical received by CITY in response to SOLICITATION.
4. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted two (2) Certificates of Insurance (“CERTIFICATES OF INSURANCE”), copies of which are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATES OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATES OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
8. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

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9. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on May 10, 2016 to VENDOR the purchase of polyaluminum chloride pursuant to SOLICITATION, SUBMITTAL, CITY'S TERMS, CERTIFICATES OF INSURANCE and INDEMNIFICATION AGREEMENT.
11. The term of award shall commence on July 1, 2016 and shall expire on June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised, CITY shall have the option to terminate this AGREEMENT immediately upon notifying VENDOR that CITY no longer has need to purchase polyaluminum chloride pursuant to this AGREEMENT.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS 27th DAY OF May 2016

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Bids Administrator

For CITY:



(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:



Attorney for City of Franklin

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PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0104)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee


Purchasing Office Solicitation No.: 2016-020 thru 2016-023

Vendor's name, street address, and mailing address:	Gulbrandsen Technologies Inc. <hr/> 2 Main Street PO BOX 5523 <hr/> Clinton, NJ 08809 <hr/>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Nikki Hughes <hr/> Bids Administrator <hr/> 803-378-2806 <hr/> bids@gulbrandsen.com <hr/>
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
For which chemicals is the bidder competing (please mark one or more)?	<input type="checkbox"/> (a) sodium permanganate (2016-020) <input type="checkbox"/> (b) hydrofluosilicic acid (fluoride) (2016-021) <input type="checkbox"/> (c) powder-activated carbon (hydrodarco B) (2016-022) <input checked="" type="checkbox"/> (d) polyaluminum chloride (PAC) (2016-023)
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
Last date (no sooner than June 30, 2016) that bid and associated pricing is valid and may be accepted by the City:	June 30th 2016 will be acceptable to GTI <hr/>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

<p>Are the following components included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Detailed vendor-supplied description of bid product(s) and/or service(s); • Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and • City of Franklin Affidavit of Title VI Compliance, executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).</p>
<p>Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</p>	<p><input checked="" type="checkbox"/> Addendum No. <u>#1 for bid tabs</u>.</p> <p><input type="checkbox"/> Addenda Nos. _____.</p> <p><input type="checkbox"/> No addenda.</p>
<p>Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p style="text-align: center;"> (signature)</p>
<p>Title of bidder's authorized representative:</p>	<p>President David D. Drollinger</p>
<p>Date of signature:</p>	<p>March 23rd 2016</p>

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

Solicitation No.	Estimated Quantities per Year ¹	Chemical	Strength	Type	Shipment	City facility to which chemical is to be delivered	Quoted Unit Price ² per pound	Quoted Unit Price ³ per U.S. gallon	Estimated time of delivery (calendar days after receipt of order)
2016-020	4,200 gallons	Sodium Permanganate	20%	Liquid	bulk delivery	Water Treatment Facility ³	\$ <u>NB</u> per pound	\$ <u>NB</u> per U.S. gallon	<u>NB</u> days
2016-021	17,000 pounds	Hydrofluosilicic Acid (Fluoride)	23-25%	Liquid	55-gallon drums or totes	Water Treatment Facility ³	\$ <u>NB</u> per pound	\$ <u>NB</u> per U.S. gallon	<u>NB</u> days
2016-022	38,000 pounds	Powder-Activated Carbon (Hydroadarco B)	NSF-approved	Powder	Bags, each bag weighing between 40 and 50 pounds	Water Treatment Facility ³	\$ <u>NB</u> per pound	n/a	<u>NB</u> days
2016-023	To be determined after jar test	Polyaluminum Chloride (PAC)	PAC depends upon the results of the jar-test	Liquid	bulk delivery	Water Treatment Facility ³	\$ <u>0.247/lb</u> per pound	\$ <u>2.53/gal</u> per U.S. gallon	<u>3-5</u> days

¹ Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

² "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

³ The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.



March 23, 2016

To:
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

Re: Bid # 2016-020 thru 2016-023

Dear Sir / Madam;

We at Gulbrandsen Technologies Inc. are submitting the necessary Bid Information for the Bid # 2016-020 thru 2016-023

ITEM#	Polyaluminum Chloride:
Product:	GPAC 2070
Unit Price:	\$ 0.247/lb. of GPAC 2070 Delivered
Packaging:	Minimum 14,170 lb. per load
Payment Terms:	Net 30 Days

The documents included are:

1. Cover Letter
2. Bid Proposal
3. Product Specifications
4. Product MSDS
5. NSF Certification
6. Insurance
7. W-9
8. Reference letter
9. Drug policy

If any further clarifications are needed on any of the above please feel free to contact me at the below mentioned number. We look forward to doing business with you in the future.

Regards,

Jim Kane | Business Manager, Core Business
Gulbrandsen Technologies | 1 Riverside Way | Phillipsburg, NJ 08865
ph: 724-940-2448 | cell: 908-329-4846 | email: jkane@gulbrandsen.com
www.gulbrandsen.com



Gulbrandsen Technologies | 2 Main Street | Clinton, New Jersey 08809
www.gulbrandsen.com

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

1. Solicitation identified: These specifications apply to the following procurement:
supply and delivery upon demand of each of the following four (4) water treatment chemicals for a minimum of twelve (12) months: sodium permanganate (2016-020), hydrofluosilicic acid (fluoride) (2016-021), powder-activated carbon (hydrodarco B) (2016-022), and polyaluminum chloride (PAC) (2016-023); each chemical being bid out independently

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

2. Notice to Bidders publication date: **March 10, 2016**
3. Solicitation release date: **March 10, 2016**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 22, 2016, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **March 29, 2016, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 22, 2016**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 10, 2016**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below which are intended to be used for the treatment of drinking water. Note that the City is soliciting pricing for four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

9. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full,

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and services. See also specification 11.1.11 below.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin, Tennessee Specifications

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- 11.1. C **Relative to all or any of the four (4) chemicals specified herein:**
- 11.1.1. C The City intends for the Water Management Department to use the specified chemicals for the treatment of drinking water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use.
- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facility specified below, the specified chemicals for a term of award to be effective upon a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about July 1, 2016. Regardless of when the term of award commences, it shall terminate on June 30, 2017 or on the last calendar day of the twelfth calendar month following execution by both parties of a City of Franklin procurement agreement, whichever comes later.
- 11.1.3. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.4. C During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised, the City shall have the option to terminate the award immediately upon notifying the vendor that the City no longer has need to purchase the chemical pursuant to this procurement solicitation.
- 11.1.5. C For each chemical being bid, the quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

City of Franklin, Tennessee Specifications

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- 11.1.6. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.
- 11.1.7. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.8. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 11.1.9. C Bidder shall include unloading or offloading and deposit of the deliverable(s) at specific locations as directed by the City of Franklin Water Treatment Facility plant superintendent or his authorized representative at the following facility:

City of Franklin Water Treatment Facility
838 Lewisburg Pike
Franklin, TN 37064
- 11.1.10. C Bidder shall provide any labor and equipment necessary to unload or offload the deliverable(s) in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by the City.
- 11.1.13. C Quoted bid prices are to be offered by the bidder on a per unit basis. Bidder shall price chemical in dollars per preferred unit of measure of chemical.
- 11.1.14. C Deliveries shall be made within seven (7) calendar days after receipt of order.
- 11.1.15. C No aquatic toxicity or other compliance issues shall result from use of the chemicals bid.

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- 11.1.16. C By the time of the first delivery, the bidder awarded the purchase shall provide to the City of Franklin Water Treatment Facility plant superintendent or his authorized representative a Material Safety Data Sheet (MSDS) for each chemical.
- 11.1.17. C Invoices shall itemize dates and quantities delivered.
- 11.1.18. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.
- 11.1.19. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.
- 11.1.20. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.
- 11.1.21. Insurance requirements:
- 11.1.21.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured blanket endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

Type of Coverage	Limits of Coverage	Certificate of Insurance
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

11.1.21.2. C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

11.1.21.3. C

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

11.1.21.4. C

The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

- 11.5.** C **Relative to polyaluminum chloride (PAC) (City of Franklin Purchasing Office Solicitation No.: 2016-023):**
- 11.5.1.** C The PAC depends upon the results of the jar-test as required below of the chemical to be bid.
- 11.5.2.** C Pricing will be evaluated on the basis of estimated cost to the City per year.
- 11.5.3.** C Delivery shall include filling one or more onsite tanks joined by valved plumbing and provided by the City.
- 11.5.4.** C All bidders for this chemical shall perform and provide to an authorized representative of the City Water Treatment Facility the results of jar tests of the chemical to be bid, said tests to be conducted at the City Water Treatment Facility to ensure that the chemical they would supply is compatible with the City's raw water source. Jar tests shall be performed, and the results shall be provided, no earlier than six (6) months prior to the bid submittal deadline and no later than the bid submittal deadline. Testing shall be conducted during City of Franklin Water Treatment Facility regular business hours (7:00 a.m. to 3:00 p.m., Monday through Friday, except holidays recognized by the City of Franklin). To schedule a jar test, please contact either Russell Sullivan (russells@franklintn.gov) or Larry McClure (larry.mcclure@franklintn.gov) at the City of Franklin Water Treatment Facility (615/791-3260).
- 11.5.5.** C Additional jar testing for this chemical may be required before or after the bid is awarded, upon request of the City. Any required additional testing shall be provided by the bidder at no additional cost to the City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

11.5.6.

C

The following statistics are provided for the information of the bidder and are based on the quantity purchased over the most recent twelve-month period for which information was available. Bidders are advised and cautioned that the indicated quantities represent only an approximate projection and do not represent either a guaranteed minimum or maximum.

Polyaluminum Chloride (PAC) (City of Franklin Purchasing Office Solicitation No.: 2016-023)	
Approximate number of deliveries over most recent 12 months	8
Approximate total number of units delivered over most recent 12 months	375,000 pounds
Approximate lowest number of units per delivery over most recent 12 months	14,170 pounds
Approximate highest number of units per delivery over most recent 12 months	46,300 pounds



GPAC 2070 PRODUCT SPECIFICATIONS

<u>PARAMETER</u>	<u>SPECIFICATION</u>
SPECIFIC GRAVITY (@ 20° C)	1.200 - 1.260
%Al ₂ O ₃	10 - 11
%Al	5.3 - 5.9
%Cl	9 MINIMUM
%SO ₄	1.0 - 2.0
pH	2.2 - 3.0
BASICITY (%)	70 MINIMUM



Certified to
NSF/ANSI 60

Maximum Use in
Potable Water
450 mg/L

Gulbrandsen Technologies, Inc. and its divisions, affiliates and subsidiaries ("Gulbrandsen") believe that the information contained in each material safety data sheet ("MSDS"), technical data sheet ("TDS"), product information brochure and/or information contained herein (including data and statements) is accurate as of the date of publication. The MSDSs, TDSs, product information brochures, and information contained herein are referred to collectively as the "Data Sheets". It is the responsibility of the user to obtain and use the most recent version of the Data Sheets. Each Data Sheet relates only to the specific product designated therein and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and information are beyond the control of Gulbrandsen, Gulbrandsen expressly disclaims any and all liability as to any consequential damages or results obtained or arising from any use of the products or the information contained in the Data Sheets. **NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE AS CONCERNS THE DATA SHEETS OR THE RELATED PRODUCTS.**

No statement made in the Data Sheets or by any employee or agent of Gulbrandsen shall be construed as a permission or recommendation for the use of any product in a manner that might infringe existing patents. No employee, agent, distributor, or sales representative is authorized to vary the terms of the above paragraph, to make any statements, representations, or warranties inconsistent with the above paragraph, or to provide any information that is at variance with the above paragraph. All materials related to the product are subject in all respects to the above paragraph and to the extent that they are inconsistent with the above paragraph, the terms of the above paragraph shall control.

Revised: 11/01/2013

GULBRANDSEN TECHNOLOGIES, INC.
2 Main Street • P.O. Box 5523 • Clinton, New Jersey 08809
908-735-5458 • Fax 908-735-6971



SAFETY DATA SHEET

GPAC 2070

Section 1. Identification

GHS product identifier : GPAC 2070

Other means of identification : Not available.

Relevant identified uses of the substance or mixture and uses advised against

Not available.

Supplier's details : Gulbrandsen Technologies, Inc.
2 Main Street
Clinton, NJ 08809
Phone: 908-735-5458

e-mail address of person responsible for this MSDS : SDSinfo@gulbrandsen.com

Emergency telephone number : CHEMTREC, U.S. : 1-800-424-9300 International: +1-703-527-3887
CCN# 9962

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Causes serious eye damage.

Precautionary statements

Prevention : Wear eye or face protection. Wash hands thoroughly after handling.

Response : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician.

Storage : Not applicable.

Disposal : Not applicable.

Section 2. Hazards identification

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture
Other means of identification : Not available.

CAS number/other identifiers

CAS number : Not applicable.
Product code : Not available.

Ingredient name	%	CAS number
Aluminum chloride hydroxide sulfate	10 - 30	39290-78-3

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 20 minutes. Chemical burns must be treated promptly by a physician.
- Inhalation** : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Get medical attention immediately. Call a poison center or physician. Flush contaminated skin with plenty of water. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 20 minutes. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Chemical burns must be treated promptly by a physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway.

Section 4. First aid measures

Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Causes serious eye damage.
- Inhalation** : May give off gas, vapor or dust that is very irritating or corrosive to the respiratory system.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : May cause burns to mouth, throat and stomach.

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
pain
watering
redness
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
- Ingestion** : Adverse symptoms may include the following:
stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.
- Unsuitable extinguishing media** : None known.

- Specific hazards arising from the chemical** : No specific fire or explosion hazard.

Section 5. Fire-fighting measures

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
Sulfur oxides
halogenated compounds
metal oxide/oxides
- Special protective actions for fire-fighters** : No special measures are required.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Spill** : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Aluminum chloride hydroxide sulfate	OSHA PEL 1989 (United States, 3/1989). TWA: 2 mg/m ³ , (as Al) 8 hours. NIOSH REL (United States, 6/2009). TWA: 2 mg/m ³ , (as Al) 10 hours.

Appropriate engineering controls : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Section 8. Exposure controls/personal protection

Respiratory protection : Use a properly fitted, air-purifying or supplied air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.
Color : Slightly Yellow.
Odor : None
Odor threshold : Not available.
pH : 3
Melting point : -12°C (10.4°F)
Boiling point : 100°C (212°F)
Flash point : Not applicable.
Burning time : Not applicable.
Burning rate : Not applicable.
Evaporation rate : Not available.
Flammability (solid, gas) : Not available.
Lower and upper explosive (flammable) limits : Not available.
Vapor pressure : 2.7 kPa (20 mm Hg) [room temperature]
Vapor density : 1 [Air = 1]
Relative density : 1.19 to 1.21
Solubility : Easily soluble in the following materials: cold water and hot water.
Solubility in water : Not available.
Partition coefficient: n-octanol/water : Not available.
Auto-ignition temperature : Not available.
Decomposition temperature : Not available.
SADT : Not available.
Viscosity : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : No specific data.

Section 10. Stability and reactivity

Incompatible materials : Reactive or incompatible with the following materials: oxidizing materials.

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

There is no data available.

Irritation/Corrosion

Skin : There is no data available.

Eyes : There is no data available.

Respiratory : There is no data available.

Sensitization

Skin : There is no data available.

Respiratory : There is no data available.

Mutagenicity

There is no data available.

Carcinogenicity

There is no data available.

Reproductive toxicity

There is no data available.

Teratogenicity

There is no data available.

Specific target organ toxicity (single exposure)

There is no data available.

Specific target organ toxicity (repeated exposure)

There is no data available.

Aspiration hazard

There is no data available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal, Inhalation.

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : May give off gas, vapor or dust that is very irritating or corrosive to the respiratory system.

Skin contact : No known significant effects or critical hazards.

Ingestion : May cause burns to mouth, throat and stomach.

Section 11. Toxicological information

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact	: Adverse symptoms may include the following: pain watering redness
Inhalation	: No known significant effects or critical hazards.
Skin contact	: Adverse symptoms may include the following: pain or irritation redness blistering may occur
Ingestion	: Adverse symptoms may include the following: stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects	: No known significant effects or critical hazards.
Potential delayed effects	: No known significant effects or critical hazards.

Long term exposure

Potential immediate effects	: No known significant effects or critical hazards.
Potential delayed effects	: No known significant effects or critical hazards.

Potential chronic health effects

General	: No known significant effects or critical hazards.
Carcinogenicity	: No known significant effects or critical hazards.
Mutagenicity	: No known significant effects or critical hazards.
Teratogenicity	: No known significant effects or critical hazards.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

There is no data available.

Section 12. Ecological information

Toxicity

There is no data available.

Persistence and degradability

There is no data available.

Bioaccumulative potential

Section 12. Ecological information

There is no data available.

Mobility in soil




Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	UN3264	UN3264	UN3264
UN proper shipping name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Aluminum chloride hydroxide sulfate)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Aluminum chloride hydroxide sulfate)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Aluminum chloride hydroxide sulfate)
Transport hazard class(es)	8 	8 	8 
Packing group	III	III	III
Environmental hazards	No.	No.	No.
Additional information	-	-	-

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Section 14. Transport information

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : TSCA 8(a) CDR Exempt/Partial exemption: Not determined
United States inventory (TSCA 8b): All components are listed or exempted.

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Immediate (acute) health hazard

Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Aluminum chloride hydroxide sulfate	10 - 30	No.	No.	Yes.	Yes.	No.

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : None of the components are listed.

Pennsylvania : The following components are listed: Aluminum chloride hydroxide sulfate

California Prop. 65

No products were found.

International regulations

Section 15. Regulatory information

International lists	: Australia inventory (AICS): Not determined. China inventory (IECSC): All components are listed or exempted. Japan inventory: Not determined. Korea inventory: All components are listed or exempted. Malaysia Inventory (EHS Register): Not determined. New Zealand Inventory of Chemicals (NZIoC): Not determined. Philippines inventory (PICCS): Not determined. Taiwan inventory (CSNN): Not determined.
Chemical Weapons Convention List Schedule I Chemicals	: Not listed
Chemical Weapons Convention List Schedule II Chemicals	: Not listed
Chemical Weapons Convention List Schedule III Chemicals	: Not listed

Section 16. Other information

History

Date of issue mm/dd/yyyy	: 06/15/2014
Version	: 1
Revised Section(s)	: Not applicable.
Prepared by	: KMK Regulatory Services Inc.
Key to abbreviations	: ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor GHS = Globally Harmonized System of Classification and Labelling of Chemicals IATA = International Air Transport Association IBC = Intermediate Bulk Container IMDG = International Maritime Dangerous Goods LogPow = logarithm of the octanol/water partition coefficient MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution) UN = United Nations

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



KMK Regulatory Services

Tel: +1-888-GHS-7769 (447-7769) / +1-450-GHS-7767 (447-7767)
www.kmkregservices.com www.askdriluc.com www.ghsmart.com



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, March 23, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Gulbrandsen+Technologies+Inc%2E&TradeName=GPAC+2070&PlantState=South+Carolina+SC&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Gulbrandsen Technologies, Inc.

1 Riverside Way

Phillipsburg, NJ 08865

United States

908-454-1569

Visit this company's website (<http://www.gulbrandsen.com>)

Facility : Orangeburg, SC

Polyaluminum Chlorosulfate[AL]**Trade Designation**

GPAC 2070

Product Function

Flocculant

Max Use

200mg/L

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

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds



March 23, 2016

To:
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

Re: References for 2016-020 thru 2016-023

Dear Sir or Madam:

I write with reference to the above bid 2016-020 thru 2016-023, which we are submitting the prices for.

As part of the project we will provide you with access to certain confidential information concerning our customers and business, and in consideration of us providing to you such Confidential Information we request you not to disclose this information to any third party.

We are submitting this Information with assurance that it would not be used other than for the purpose of evaluating and facilitating the proposed bid.

Jason Green

Water Treatment Superintendent **City of Morganton** 100 Coulter Street, Morganton, NC 28655
Office: (828) 584-1460 email: jgreen@ci.morganton.nc.us 700,000/lb. of GPAC 2070

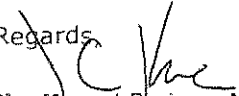
Keith Bowersox

Water Plant Operations Manager **City of Salisbury** 1 Water Street, Salisbury, North Carolina 28144
Office: (704) 638-4480 email: kbowe@salisburync.gov 1,170,000/lb. of GPAC 2070

Gary Sparks

Superintendent, Water Plant **City of Versailles, KY** 196 South Main Street, Versailles, KY 40383
Office: (859) 873-5740 email: gsparks@versaillesky.com or secretary mdelius@versaillesky.com
164,000/lb GPAC 2070

Regards,


Jim Kane | Business Manager, Core Business | Gulbrandsen Technologies | 1 Riverside Way | Phillipsburg, NJ 08865
ph: 724-940-2448 | cell: 908-329-4846 | email: jkane@gulbrandsen.com
www.gulbrandsen.com



Gulbrandsen Technologies | 2 Main Street | Clinton, New Jersey 08809
www.gulbrandsen.com

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of New Jersey)
County of Hunterdon) SS

Affiant, David D. Drollinger, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Gulbrandsen Technologies Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

David D. Drollinger
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 23 day of March, 2016

Heather Hoffman
(Notary Public)

My Commission Expires: 2/5/2018

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of New Jersey)
County of Hunterdon) SS

Affiant, David D. Drollinger, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Gulbrandsen Technologies Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

David D. Drollinger
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 23 day of March, 2016

Heather Hoffman My Commission Expires: 2/5/2018
(Notary Public)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of New Jersey)
County of Hunterdon) SS

Affiant, David D. Drollinger, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Gulbrandsen Technologies Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

David D. Drollinger
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 23 day of March, 2016

Heather Hoffman My Commission Expires: 2/5/2017
(Notary Public)



DRUG & ALCOHOL POSSESSION & USE

ISSUED: *June 18, 2003*

REVISED:

OBJECTIVE

A main concern of Gulbrandsen Companies is to operate in a safe, healthy, and efficient manner. To that end, all Gulbrandsen employees are asked to maintain and encourage a drug and alcohol free workplace and workforce.

Working while under the influence of a drug or alcohol is inconsistent with Gulbrandsen's safety goals as it may subject the user and others to serious risk or harm. The use, possession, purchase, or sale of drugs or alcohol while on Company business may also impose an unacceptable risk for safe and efficient operation.

Gulbrandsen is equally concerned with the welfare of our employees. Alcohol or drug use or addiction can rise to the level of illness or even disability. We believe that an employee who is truly committed to overcoming such a problem can benefit from a counseling or rehabilitation program and then return to being a productive and safe member of our team.

Because of our concern for safety and for our employees, Gulbrandsen may choose to assist or discipline those with drug or alcohol related problems.

DRUG & ALCOHOL SCREENING

Gulbrandsen, at its sole discretion, may require a blood test, urinalysis, or other drug or alcohol screening of its employees. The screening may be conducted in-house or by an outside facility. Gulbrandsen's screening for illegal drugs or alcohol may include, but is not limited to:

1. Pre-employment testing,
2. Random testing,
3. Post-Accident / Reasonable Suspicion testing,
4. Other testing as required by the Department of Transportation.

Test results are confidential and will become a part of the employee's medical file.

POLICY VIOLATIONS

Violations of this policy include, but are not limited to:

- Possession or use of liquor, alcoholic beverages, or illegal drugs on plant property,
- Reporting to work under the influence of alcohol or illegal or illicit drugs,
- Testing positive for illegal drugs or alcohol,
- Refusal to consent to a drug or alcohol screening or test,
- Refusal to cooperate or participate in the testing,
- Substitution or tampering with a urine, blood, or other sample or testing procedure,
- Failure to fully and actively participate in any mandatory counseling or rehabilitation programs, which may include:
 - Refusal or failure to report to an approved counseling or rehabilitation program after a positive test,
 - Leaving a treatment program prior to completion,
 - Positive confirmed test for any substance abuse after completion of rehabilitation program and/or return to work.

Alcohol may be allowed at certain Company social events and when entertaining customers. The Company emphasizes, however, that employees are expected to drink responsibly and to represent the Company in a professional manner. Drunk driving is illegal and is not acceptable. In any situation where alcohol is involved, the guiding principles of Safety and Professionalism will always outweigh issues of comfort and entertainment.



DRUG & ALCOHOL POSSESSION & USE

ISSUED: *June 18, 2003*

REVISED:

DEFINITIONS

- A. UNDER THE INFLUENCE means that an employee is affected by drugs or alcohol or a combination thereof in a detectable manner or in any detectable amount.
- B. ILLEGAL DRUGS include any drug that is not legally obtainable, or which is legally obtainable but which has not been legally obtained, or prescribed drugs not legally obtained, or prescribed drugs not being used for prescribed purposes.
- C. LEGAL DRUGS include prescribed drugs and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they are prescribed and/or manufactured.
- D. POSSESSION shall include, but is not limited to, the presence of a drug or alcohol on the employee, in his or her motor vehicle, lunchbox, locker, tool kit, bag, purse, cabinets or office.

VOLUNTARY ADMISSION

Employees with substance abuse problems are encouraged to enter assistance counseling programs voluntarily. When an employee seeks assistance from the Company prior to any event that would otherwise be a violation of this policy, Gulbrandsen will assist the employee in identifying available treatment options. Participation is voluntary and completion is the sole responsibility of the employee. A leave of absence, if required, will often be granted in accordance with Gulbrandsen's regular policies, including the Family & Medical Leave Act and the Americans with Disabilities Act.

No employee will be subject to disciplinary action for voluntarily requesting assistance from alcohol or drug addiction. Request for such assistance will be treated with the same degree of confidentiality as other requests for medical assistance.

DISCIPLINARY ACTION

When Gulbrandsen determines that an employee is in violation of this policy for the first time, the employee may be terminated, or may be suspended with a mandatory referral to counseling or rehabilitation, at the sole discretion of Gulbrandsen. Subsequent violations will almost always result in immediate termination.

In the case of a mandatory referral, the employee will be monitored to ensure full and active participation. The employee must attend the initial evaluation session and must participate in all meetings, sessions, and programs recommended by the counselor. The employee will be required to authorize the counselor to release to Gulbrandsen information about the treatment program schedule and the employee's participation level. The employee is not required to release to Gulbrandsen other personal or confidential information that is discussed or discovered as part of the rehabilitation process. Gulbrandsen will grant a leave of absence and/or will adjust the employee's work schedule in accordance with Gulbrandsen's regular policies, including the Family & Medical Leave Act and the Americans with Disabilities Act.

Seeking assistance on a voluntary basis after being notified of a drug screen or its results will not necessarily lessen the disciplinary action and may not be considered, in Gulbrandsen's sole discretion, in the determination of the appropriate disciplinary action. Seeking Gulbrandsen's assistance will not be a defense to the imposition of disciplinary action in which the facts proving a violation of any provision of this policy are obtained independently of the employee's request of assistance.



DRUG & ALCOHOL POSSESSION & USE

ISSUED: *June 18, 2003*

REVISED:

ACKNOWLEDGEMENT & RECEIPT

I have read and understand Gulbrandsen's policy regarding Drug & Alcohol Possession & Use.

Employee Signature

Date

*Gulbrandsen keeps Acknowledgement & Receipt page in employee's file.
Employee keeps first two pages of the policy.*

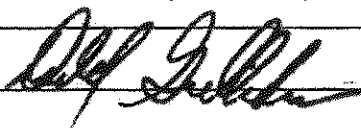
Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gulbrandsen Technologies, Inc.	
	2 Business name/disregarded entity name, if different from above Gulbrandsen Technologies, Inc.	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2 Main Street	Requester's name and address (optional)
	6 City, state, and ZIP code Clinton, NJ 08809	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																											
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr> </table> <p style="text-align: center;">or</p> <table border="1" style="margin: auto;"> <tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr> <tr><td>2</td><td>2</td><td>-</td><td>2</td><td>4</td><td>9</td><td>2</td><td>0</td><td>7</td><td>5</td><td> </td></tr> </table>	Social security number												-				-				Employer identification number											2	2	-	2	4	9	2	0	7	5	
Social security number																																											
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Employer identification number																																											
2	2	-	2	4	9	2	0	7	5																																		
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ 	Date ▶	1-6-16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0104)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. ²⁰¹⁶⁻⁰²⁰ _____ - ²⁰¹⁶⁻⁰²³ _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Gulbrandsen Technologies Inc.

Customer Service OR Bids Administrator

2 Main Street

Po Box 5523

Clinton, NJ 08809

908-548-9700

orders@gulbrandsen.com OR bids@gulbrandsen.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0104)

Attachment No. 3

CERTIFICATES OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
4/22/2016	MARSH USA INC. ATTN: RAFFLES 248-945-5600 ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076	CHI-006559658-04, Revision No. 2	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Automobile Liability	4/1/2017
				Workers Compensation and Employers' Liability	4/1/2017
3/17/2016	Insurance Office of America, Inc. 1451 Route 34, Suite 101 Farmingdale, NJ 07727	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	2/1/2017
				Pollution Liability	2/1/2017
				Umbrella Liability	2/1/2017
				Cargo Transit	2/1/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. ATTN: RAFFLES 248-945-5600 ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 00399 -00399-RAF-16/17	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company		NAIC # 16535
INSURED GULBRANDSEN TECHNOLOGIES, INC. 2 MAIN STREET CLINTON, NJ 08809	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:**

CHI-006559658-04

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP4578621-06 (ALL OTHER) BAP4578622-06 (PRIV. PASS)	04/01/2016 04/01/2016	04/01/2017 04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC4578620-06	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER

City of Franklin
 109 3rd Ave. South
 Franklin, TN 37064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

John C Hurley

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1451 Route 34, Suite 101 Farmingdale, NJ 07727	CONTACT NAME: PHONE (A/C, No, Ext): (732) 751-2900 FAX (A/C, No): (732) 751-2929 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gulbrandsen Technologies, Inc. 2 Main Street Clinton, NJ 08809	INSURER A : ACE Property & Casualty Insurance Company NAIC # 20699	
	INSURER B : Illinois Union Insurance Company 27960	
	INSURER C : RLI Insurance Company 13056	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	APCG24914525-007	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 10,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						POLLUTION \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOOG24914537-007	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 25,000,000
						AGGREGATE \$ 25,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	Cargo Transit		CAR0500117	02/01/2016	02/01/2017	Limit per Vessel/Air 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Chemical Bid - Purchasing Office Solicitation No.: 2016-020 thru 2016-023

City of Franklin is an Additional Insured with respect to General Liability when required by written contract per form #PC26849 04/09 and PC27461 07/09 for work performed for them by the named insured.

CERTIFICATE HOLDER	CANCELLATION
City of Franklin 109 3rd Ave. South Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Named Insured Gulbrandsen Technologies, Inc.			Endorsement Number 6
Policy Symbol APC	Policy Number G24914525 007	Policy Period 02/01/2016 to 02/01/2017	Effective Date of Endorsement 02/012016
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ACE POLLUTION AND CASUALTY INSURANCE POLICY COVERAGES A, B, C AND G

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Any person or organization that you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss.

Section III – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

Named Insured Gulbrandsen Technologies, Inc.			Endorsement Number 25
Policy Symbol APC	Policy Number G24914525 007	Policy Period 02/01/2016 to 02/01/2017	Effective Date of Endorsement 02/012016
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

**ACE POLLUTION AND CASUALTY INSURANCE POLICY
COVERAGES A, B, C AND G**

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Any person or organization that you have agreed to include as an additional insured under a written contract; provided such contract was executed prior to the date of loss.

Location and Description of Completed Operations:

Who Is An Insured (Section III) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution condition" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0104)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, David D. Drollinger agrees that:
(printed name of person signing Agreement)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Gulbrandsen Technologies Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

David D. Drollinger
(signature of person whose printed name appears above)

President
(title of person whose printed name appears above)