



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☒ Award ☒ Contract ☒ Grant

Requested Board Meeting Date: 06/04/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Group A - Bulk

Vendor #1/Primary: Hasa, Inc (Headquarters: Saugus, CA)

Vendor #2/Secondary: Hill Brothers Chemical Company (Headquarters: Brea, CA)

Group B - Totes, Drums and Carboys

Hill Brothers Chemical Company (Headquarters: Brea, CA)

***Project Title/Description:**

Sodium Hypochlorite 12.5%

***Purpose:**

Award: Master Agreement No. MA-PO-24-194. This Master Agreement is awarded to Vendor #1 for an initial term of one (1) year in the annual award amount of \$1,590,000.00 and includes four (4) one-year renewal options.

Award: Master Agreement No. MA-PO-24-195. This Master Agreement is awarded to Vendor #2 for an initial term of one (1) year in the annual award amount of \$123,200.00 and includes four (4) one-year renewal options.

Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2400080 was conducted. Three (3) responses were received. One (1) response was deemed non-responsive. Award is to the lowest, responsive, responsible bidders.

PRCUID: 513893

Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

Sodium hypochlorite 12.5% is used in various areas of wastewater treatment. The primary use of sodium hypochlorite 12.5% is for disinfection of treated wastewater that has been processed through biological secondary treatment. It is also used for odor control and treating sludge spills.

***Public Benefit:**

Sodium hypochlorite 12.5% enables the final effluent that is released to the Santa Cruz River to be free from pathogens and bacteria harmful to people and animals.

***Metrics Available to Measure Performance:**

The RWRD laboratory collects and tests daily samples to determine if any pathogens or harmful bacteria are present.

***Retroactive:**

No.

TO: COB 5/9/2024
34 PAGES
VERSION I

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-194 & 24-195
Commencement Date: 06/04/2024 Termination Date: 06/03/2025 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 1,713,000.00 * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: VW Ops Fund

Funding from General Fund? ☒ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☒ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☒ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☒ Expense ☒ Revenue ☒ Increase ☒ Decrease

Is there revenue included? ☒ Yes ☒ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☒ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☒ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☒ Yes ☒ No If Yes \$ _____ % _____

*Match funding from other sources? ☒ Yes ☒ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Mark Koskiniemi Digitally signed by Mark Koskiniemi Date: 2024.05.06 14:28:41 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.05.06 15:04:31 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.05.06 16:12:06 -07'00' Telephone: 520-724-3760

Department Director Signature: Jackson Jenkins Digitally signed by Jackson Jenkins Date: 2024.05.07 11:15:58 -07'00' Date: 5/7/2024

Deputy County Administrator Signature: [Signature] Date: 5/8/2024

County Administrator Signature: [Signature] Date: 5/9/2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 07, 2024

The Procurement Department hereby issues formal notice to respondents to (Solicitation No. IFB-PO-2400080 for Sodium Hypochlorite 12.5% that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 4, 2024.

Award is recommended to the lowest, responsive and responsible bidders.

<u>AWARDEE NAMES</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u> (including sales tax)
Hasa Inc (Primary-Group A)	\$1,511,250.00	\$1,590,000.00
Hill Brothers Chemical Company (Secondary-Group A)	\$2,310,000.00	\$30,000.00
Hill Brothers Chemical Company (Group B)	\$87,132.26*	\$93,200.00

*Bid amount as shown includes corrections.

OTHER RESPONDENT NAMES

Univar Solutions USA LLC.**

No Bid on Group A/
Non-responsive on Group B

**Non-responsive for failing to bid all line items in Group B.

Issued by: Mark Koskiniemi, Procurement Officer

Telephone Number: 520-724-3760

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2400000000000000194

MA Version: 1

Page: 1 of 2

Description: Sodium Hypochlorite 12.5%

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date:	06-04-2024				
	150 W. Congress St. 5th Fl		Expiration Date:	06-03-2025				
	Tucson AZ 85701							
	Issued By:		MARK KOSKINIEMI					
	Phone:		5207243760					
	Email:		mark.koskiniemi@pima.gov					
			<table><tr><td>NTE Amount:</td><td>\$1,590,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>		NTE Amount:	\$1,590,000.00	Used Amount:	\$0.00
NTE Amount:	\$1,590,000.00							
Used Amount:	\$0.00							

V E N D O R	HASA INC	Contact:	AMY VERMILLION
	23119 Drayton St	Phone:	909-297-9183
	Saugus CA 91350	Email:	hasabids@hasapool.com
		Terms:	0.00 %
		Days:	30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is awarded for an initial term of one (1) year in the annual award amount of \$1,590,000.00 and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 2400000000000000194

MA Version: 1

Page: 2 of 2

Line Description

1	Sodium Hypochlorite 12.5 % 2,500 Gallon Bulk					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$2.48	28487	EID 28487	
2	Sodium Hypochlorite 12.5 % 5,000 Gallon Bulk					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1.79	28487	EID 28487	

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractor(s) to provide Pima County ("County") with Sodium Hypochlorite 12.5% on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

The established MA will identify a Primary and Secondary Contractor to provide the required items as designated by the following groups:

Group A: Sodium Hypochlorite 12.5% Bulk Tanker Deliveries

Description: Contractor will deliver bulk product via tanker truck and off-load into stationary tanks and Chemical Dosing Units (CDU) located on Water Reclamation Facilities (WRF). CDU's will accept a minimum delivery of 500 gallons and maximum delivery of 2,500 gallons. The average delivery will be 1,000 gallons. See **Attachment A – Scope and Specifications - IFB-PO-2400080 Sodium Hydrochlorite 12.5% (1 page)** for additional specifications and delivery locations.

Group B: Totes, Drums and Carboys

Description: Totes will be delivered with a bottom valve to 2" male camlock coupling. The specified container size is determined by the using departments for specific applications or for health and safety reasons. See **Attachment A – Scope and Specifications - IFB-PO-2400080 Sodium Hydrochlorite 12.5% (1 page)** for additional specifications and delivery locations.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract, and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor possesses all necessary permits and licenses to perform services within the State of Arizona and local municipalities. Include one (1) copy of license with the Offer Agreement.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Contractor possess all certified equipment/training required by applicable agencies to sell, transport and off-load Sodium Hypochlorite 12.5%. Include copies of certification with the Offer Agreement.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Contractor has been in the business of selling and transporting Sodium Hypochlorite 12.5% for a minimum of three (3) consecutive years. Include one (1) copy of licenses with the Offer Agreement.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

See **Attachment A – Scope and Specifications - IFB-PO-2400080 Sodium Hydrochlorite 12.5% (1 page)**.

4.1. General Specifications

Sodium Hypochlorite, 12.5% concentration, is used in various areas of the treatment process to assist in wastewater treatment. Sodium Hypochlorite 12.5% is used 24 hours a day for the disinfection of treated wastewater that has been processed through biological secondary treatment. Sodium Hypochlorite 12.5% is injected into the wastewater for the elimination of all pathogens, bacteria, viruses, E-Coli and Fecal Coliform. It is also used for odor control and disinfecting any sludge spills that may occasionally occur.

4.2. Item Specifications

Contractor shall provide County with Sodium Hypochlorite 12.5% in bulk and/or tote, drum and carboy containers. Offeror must include data sheets in the seal bid package which show the application of the product and its ingredients. The chemical specifications cannot be substituted with an equivalent. The product shall be 12.5% Sodium Hypochlorite.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse.
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☒ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Offerors may bid one or both groups, however all lines in a group must be bid for the group offer to be deemed responsive. The bidder with the lowest total bid amount in a group will be the Primary contractor for that group.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME (GROUP A - BULK) Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Sodium Hypochlorite 12.5% 2,500 Gallon Bulk	50,000	GAL	\$2.48	\$124,000
2	Sodium Hypochlorite 12.5% 5,000 Gallon Bulk	775,000	GAL	\$1.79	\$1,387,250
FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL BID - GROUP A	\$1,511,250
Although County will pay taxes IF applicable, do NOT include sales tax in unit price.					

ITEM #	ITEM NAME (GROUP B - Sodium Hypochlorite 12.5% Totes, Drums and Carboys) Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Sodium Hypochlorite 12.5% 220 Gallon Totes	2640	GAL	No Bid	
2	Sodium Hypochlorite 12.5% 300 Gallon Totes	8700	GAL	No Bid	
3	Sodium Hypochlorite 12.5% 50 Gallon Drums	12,000	GAL	No Bid	
4	Sodium Hypochlorite 12.5% 13 Gallon Carboys	546	GAL	No Bid	
5	Refundable Deposit on Drums	30	EA	No Bid	
6	Refundable Deposit on Carboys	3	EA	No Bid	
7	Refundable Deposit on 300 Gallon Totes	2	EA	No Bid	
FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL BID - GROUP B	No Bid
Although County will pay taxes IF applicable, do NOT include sales tax in unit price.					

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions, and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources, and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)
N/A			

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice;

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within _____ Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.

Contractor guarantees delivery of product or service within five (5) business days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

See **Attachment A – Scope and Specifications - IFB-PO-2400080 Sodium Hydrochlorite 12.5% (1 page)** for additional specifications and delivery locations.

Contractor will adhere to the Safety and Security requirements listed in **Attachment B - Safety & Security While On Regional Water Reclamation Department (RWRD) Facilities (1 page)**.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2400080 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

13.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

13.2.5. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
Amendment #01	April 22, 2024				

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Not applicable to this contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

17. BID/OFFER CERTIFICATION**CONTRACTOR LEGAL NAME:** Hasa, Inc**BUSINESS ALSO KNOWN AS:** _____**MAILING ADDRESS:** 23119 Drayton Street**CITY/STATE/ZIP:** Saugus, CA 91350**REMIT TO ADDRESS:** PO Box 512396**CITY/STATE/ZIP:** Los Angeles, CA 90051**CONTACT PERSON NAME/TITLE:** Ken Ward, CFO**PHONE:** 661-705-5401**FAX:** _____**CONTACT PERSON EMAIL ADDRESS:** kenward@hasa.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** Eloyorders@hasapool.com**CORPORATE HEADQUARTERS ADDRESS:** 23119 Drayton Street, Saugus, CA 91350**WEBSITE:** Hasapool.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: _____*Ken Ward***DATE:** 4/26/23Ken Ward, CFO**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 661-705-5401 kenward@hasa.com**County Attorney Contract Approval "As to Form".**

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items

which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed; or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

26. COUNTERPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

28. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

City of Tucson, Arizona

LICENSE SECTION

Effective: January 01, 2024

Expiration Date: December 31, 2024



**CITY OF
TUCSON**

Business License

Non-Transferable

T1088632

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: HASA INCORPORATED

Located At: 735 N ELEVEN MILE CORNER RD ELOY, AZ 85131

Please refer to license number in all correspondence.

BY: _____

[Signature]
CFO/Assistant City Manager

CITY OF ELOY

596 North C Street, Suite 103 - Eloy, AZ 85131
OFFICE: (520) 464-8401 FAX: (520) 466-8760

BUSINESS LICENSE

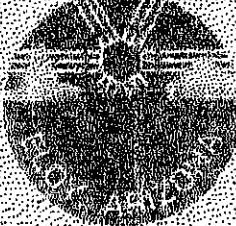
NON-TRANSFERABLE

PLEASE POST IN A
CONSPICUOUS PLACE

FEES POSTED IN
ACCORDANCE WITH
MUNICIPAL CODE

Fee Amount: \$ 75.00

Chemical Manufacturer



BUSINESS
LICENSE NO.

131

EXPIRATION DATE

12/31/2024

ISSUE DATE

01/01/2024

The person, firm or corporation below named is hereby granted (pursuant to the Provisions of the License Ordinance of the City of Eloy) License to engage in, carry on or conduct, in the City of Eloy, Arizona, the business, trade, calling, profession, exhibition or occupation described below for the period indicated.

HASA, INC.
P.O. BOX 848
ELOY AZ 85131

B. M. Wright
Finance Department

11-014943-P
LOCATION: 735 N. 11 MILE CORNER ROAD

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2021-2024**

Registrant: HASA INC
ATTN: Dave Johnson
23119 DRAYTON ST
SAUGUS, CA 91350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050321550126DF Effective: July 1, 2021 Expires: June 30, 2024
HM Company ID: 56523



2024 UCR Registration is VALID!



Confirmation # 000-0919-5007

Registered on: 10/12/2023 16:35 EST

Generated: 10/12/2023 16:35 EST

Year: 2024

Paid:	Date	Bracket	UCR Fee	Conv. Fee	Total
	10/12/2023	Bracket 5 [131 veh.]	\$3670.00	\$109.00	\$3779.00

Bracket: 101 to 1000 vehicles [131 vehicle(s)]

USDOT #: 171498

Classifications: Motor Carrier Motor Private Carrier

Legal Name: HASA INC

Base State: California

Principal: 23119 DRAYTON ST
SANTA CLARITA, CA 91350
US

Payor: Dave

*** Expires: 12/31/2024 ***



, Inc.

12.5% Sodium Hypochlorite Solutions

Corporate Headquarters:

Hasa Inc.
23119 Drayton Street
Saugus, California 91350
Telephone • 661.259.5848
Fax • 661.259.1538

PRODUCT SPECIFICATION	
Common Chemical Name	Bleach, Bleach Solution, Sodium Hypochlorite
Empirical Chemical Formula	NaOCl
CAS Registry Number:	7681-52-9
Chemical Family	Inorganic Halogen Compound

Chemical Composition (percent by weight):	Minimum	Maximum
Sodium Hypochlorite	12.50	15.60
Sodium Chloride	10.00	12.50
Sodium Hydroxide	0.1	2.0
Sodium Carbonate	0.00	0.5
Inorganic Salts of Iron	0.00	0.5 mg/L (0.5 PPM)
Inorganic Salts of Copper	0.00	0.05 mg/L (0.05 PPM)
Inorganic Salts of Nickel	0.00	0.05 mg/L (0.05 PPM)

PHYSICAL AND CHEMICAL PROPERTIES			
Vapor Pressure:	12.1 mm Hg at 20°C (68°F)	Flash Point:	Not Applicable
Weight per Gallon	10.1 ± 0.17 pounds	pH:	12.0 ± 0.5 (typical)
Density (liquid)	1.21 ± 0.02 @ 20°C (68°F)	Odor:	Slight bleach
Density (solid)	Not Applicable	Boiling Point:	Decomposes
Melting Point	Not Applicable	Freezing Point:	-19.4°C (-3°F)
Physical State:	Liquid Solution	Color:	Straw Yellow
Solubility in Water:	Complete	Stability:	Stable



Certified to NSF/ANSI 60, *Drinking Water Treatment Chemicals – Health Effects Standard*
Maximum use level 84 mg/L

NSF Certificate No.: 0A681 (Pittsburg, CA), 0A682 (Saugus, CA), 0A683 (Longview, WA)
C0346333 (Bryan, TX), C0396931 (Eloy, AZ), C0396930 (Pomona, CA)
C0544071 (Spring Valley, CA)

(Rev. H – 7/21/20)



Corporations Division

COMMISSIONERS

Jim O'Connor - Chairman
Lea Márquez Peterson
Anna Tovar
Kevin Thompson
Nick Myers

Date: 4/26/2024

Delivered via: Email

Andrew Monroe

RE: Entity Name: HASA, INC.
ACC File Number: F08466339
ACC Order Number: 202404262628264
Document Received 04/26/2024
Date:

We are pleased to notify you that the Annual Report submitted for the above-referenced entity have or has been APPROVED for filing.

The Corporations Division strongly recommends that you periodically monitor the corporation's public record, which can be viewed at ecorp.azcc.gov. If you have questions or for further information, contact Customer Service at 602-542-3026, or, within Arizona only, 800-345-5819.

Division Director Tanya Gibson
1300 W.Washington Street, Phoenix, AZ 85007 | 602-542-3026 | azcc.gov



HASA 12.5% SODIUM HYPOCHLORITE SOLUTION

Safety Data Sheet

12.5% Sodium Hypochlorite




Emergency 24 Hour Telephone: **CHEMTREC 800.424.9300**

Corporate Headquarters: Hasa Inc.
P.O. Box 802736
Santa Clarita, CA 91355
Telephone • 661.259.5848
Fax • 661.259.1538

SECTION 1: IDENTIFICATION

1.1 Product Identification:	
1.1.1 Product Name:	HASA 12.5% SODIUM HYPOCHLORITE SOLUTION
1.1.2 CAS # (Chemical Abstracts Service):	7681-52-9
1.1.3 RTECS (Registry of Toxic Effects of Chemical Substances):	NH3486300
1.1.4 EINECS (European Inventory of Existing Commercial Substances):	231-668-3
1.1.5 EC Number:	231-668-3
1.1.6 Synonym:	Bleach, Hypo, Hypochlorite, Liquid Chlorine Solution
1.1.7 Chemical Name:	Sodium Hypochlorite
1.1.8 Chemical Formula:	NaOCl
1.2 Recommended Uses:	Manufacturing Use Only Product (MUP). Industrial repackaging. Chemical intermediate or formulation.
1.3 Company Identification:	Hasa Inc. P. O. Box 802736 Santa Clarita, CA 91355
1.4 Emergency Telephone Number:	CHEMTREC 1-800-424-9300 (24 hour Emergency Telephone)
1.5 Non-Emergency Assistance:	661-259-5848 (8 AM – 5 PM PST / PDT)

SECTION 2: HAZARD(S) IDENTIFICATION

HEALTH HAZARD	Skin corrosion / irritation: Serious Eye damage / Eye Irritation	Category 1C Category 1
ENVIRONMENTAL HAZARD	Specific target organ toxicity, single exposure Hazardous to the aquatic environment, acute hazard	Category 3 (respiratory tract irritation) Category 1
PHYSICAL HAZARD	Corrosive to metals.	Category 1
SYMBOLS	  	
SIGNAL WORD	DANGER	
HAZARD STATEMENT	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life.	
PRECAUTIONARY STATEMENT	<p>Prevention</p> <p>Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe mist or vapor. Use only outdoors or in a well-ventilated area. Wash thoroughly after handling. Keep only in original container. Avoid release to the environment.</p> <p>Response</p> <p>If swallowed: Rinse mouth. Do NOT induce vomiting. If inhaled: Remove person to fresh air and keep comfortable for breathing. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. 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/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material damage. Collect spillage.</p> <p>Storage and Disposal</p> <p>Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive resistant container. Dispose of container/contents in accordance with local, regional, national, international regulations as specified.</p>	

SECTION 3: COMPOSITION INFORMATION ON INGREDIENTS

	Ingredient	Synonyms	CAS No.	Weight %
3.1	Sodium Hypochlorite	Bleach	7681-52-9	12.5%
3.2	Sodium Hydroxide	Caustic Soda	1310-73-2	0.2%

SECTION 4: FIRST AID MEASURES

- | | | |
|-----|-------------------------------|--|
| 4.1 | IF IN EYES | <ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice. |
| 4.2 | IF ON SKIN OR CLOTHING | <ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice. |
| 4.3 | IF INHALED | <ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice. |
| 4.4 | IF SWALLOWED | <ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person. |

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-424-9300 for emergency medical treatment information.

NOTE TO PHYSICIAN

Probable mucosal damage may contraindicate the use of gastric lavage.

SECTION 5: FIRE FIGHTING MEASURES

- | | | |
|-------|--|--|
| 5.1 | Flash Point: | Not applicable. |
| 5.2 | Flammability: | Nonflammable and noncombustible. |
| 5.3 | Auto-Ignition Temperature: | Not applicable. |
| 5.4 | Products of Combustion: | Not pertinent. |
| 5.5 | Fire Hazards: | May decompose, generating irritating chlorine gas. |
| 5.6 | Explosion Hazards: | Not explosive. |
| 5.7 | Fire Fighting Media and Instructions: | |
| 5.7.1 | Extinguishing Media: | Water fog. Foam. Dry chemical powder. Carbon dioxide. |
| 5.7.2 | Small Fires: | Use carbon dioxide, or water spray. |
| 5.7.3 | Large Fires: | Use flooding quantities of water as fog. |
| 5.8 | Special Remarks on Fire Hazards: | Do not use Mono Ammonium Phosphate (MAP) fire extinguishers. Such use may cause explosion with release of toxic gases. |

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1	Small Spill:	Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.
6.2	Large Spill:	Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.
6.3	Personal Precautions, Protective Equipment & Emergency Procedures:	Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Absorb spillage to prevent material damage. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see Section 8 of the SDS.
6.4	Environmental Precautions:	Do not discharge into drains, water courses or onto the ground. Environmental manager must be informed of all major releases.

SECTION 7: HANDLING AND STORAGE

7.1	Handling:	<ul style="list-style-type: none"> • Avoid contact with skin or eyes. • Do not ingest. • Avoid inhalation of vapor or mist. • Wear protective equipment if necessary. • Mix only with water in accordance with label directions. • Mixing this product with ammonia, acids, detergents, etc or with organic materials, e.g. feces, urine, etc. will release chlorine gas, which is irritating to eyes, lungs, and mucous membranes.
7.2	Hygiene Measures:	<ul style="list-style-type: none"> • Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. • While handling this product, avoid eating, drinking or smoking.
7.3	Storage:	<ul style="list-style-type: none"> • Do not freeze. • Store in a cool, shaded outdoor area. • Inside storage should be in a cool, dry, well-ventilated area. • To maintain hypochlorite strength, do not store in direct or heated indoor areas. • Keep in original vented container. • Keep container closed when not in use. • Do not store adjacent to chemicals that may react if spillage occurs. • If closed containers become heated, vent to release decomposition products (mainly oxygen under normal decomposition).

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

8.1	Engineering Controls:	Local exhaust ventilation to maintain levels below STEL (Short Term Exposure Limit) of 1 ppm as chlorine.	
8.2	Personal Protection:		
8.2.1	Eye / Face Protection:	Wear safety glasses, goggles or face shield to prevent eye contact.	
8.2.2	Skin Protection:	Wear appropriate chemical resistant protective clothing and chemical resistant gloves to prevent skin contact. Butyl rubber, Neoprene, or Nitrile Gloves should be worn when handling this material. Wear chemical resistant clothing such as a rubber apron when splashing may occur. Rinse immediately if skin is contaminated. Remove contaminated clothing promptly and wash before reuse. Clean protective equipment before reuse.	
8.2.3	Respiratory Protection:	Avoid breathing vapor or mist. When airborne exposure limits are exceeded (see below), use NIOSH approved respiratory protection equipment appropriate to the material and/or its components. Full facepiece equipment is recommended and, if used, replaces need for face shield and chemical goggles. For emergency and other conditions where exposure limit may be significantly exceeded, use an approved full face positive-pressure, self-contained breathing apparatus.	
8.2.4	Other Safety Equipment:	Eye wash facility and emergency shower should be in close proximity.	
8.3	Exposure Limits:	Sodium Hypochlorite	Chlorine*
8.3.1	AIHA (American Industrial Hygiene Association) / WEEL (Workplace Environmental Exposure Level guides) 2010	2 mg/m ³ : 15 minute. (Short-term time weighted average)	Not established
8.3.2	ACGIH (American Conference of Governmental Industrial Hygienists) TWA (Time Weighted Average)	Not established.	0.5 ppm
8.3.3	ACGIH STEL (Short Term Exposure Limit)	Not established.	1 ppm
8.3.4	OSHA PEL (Permissible Exposure Limit)	Not established.	0.5 ppm
8.3.5	ACGIH Ceiling	Not established.	Not established
8.3.6	NIOSH (National Institute for Occupational Safety & Health) IDLH (Immediate Danger to Life & Health)	Not established.	10 ppm
8.3.7	OSHA STEL (Short Term Exposure Limit)	Not established.	1 ppm as Cl ₂
8.3.8	NIOSH (15 min. ceiling)	Not established.	0.5 ppm
* Chlorine is unlikely to be present as a decomposition product, but may be present in incidents of accidental mixing with other chemicals.			

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1	Appearance:	Greenish yellow liquid.
9.2	Odor:	Pungent.
9.3	Odor Threshold:	0.9 mg/m ³ .
9.4	pH:	11.2 – 11.4 (1% solution)
9.5	Melting Point:	Not pertinent.
9.6	Freezing point:	-23.3°C (-10°F)
9.7	Boiling Point & Boiling Range:	Decomposes @ 110°C (230°F)
9.8	Flash Point:	No information available.
9.9	Evaporation Rate:	No information available.
9.10	Flammability (solid, gas):	Not flammable.
9.11	Upper / Lower Flammability or Explosive Limits:	No information available.
9.12	Vapor Pressure:	12.1 mm Hg @ 20°C (68°F)
9.13	Vapor Density:	2.61 (air=1)
9.14	Relative Density (Specific Gravity):	1.2 g/mL or 10 lb/gallon @ 20°C (68°F)
9.15	Solubility in Water:	Mixes infinitely with water.
9.16	Partition Coefficient: (n-octanol / water):	No information available.
9.17	Auto-Ignition Temperature:	No information available.
9.18	Decomposition Temperature:	Decomposes @ 110°C (230°F)
9.19	Molecular Weight:	74.5 g/mole
9.20	Viscosity:	1.75 – 2.50 centipoises (varies with temperature)

SECTION 10: STABILITY AND REACTIVITY

10.1	Stability:	Stable under normal conditions of storage, handling, and use.
10.2	Instability / Decomposition Temperature:	All bleach decomposition is dependant on temperature. For any given temperature, the higher the strength, the faster it decomposes. In summary, for every 10°C increase in storage temperature, the sodium hypochlorite will decompose at an increased rate factor of approximately 3.5.
10.3	Conditions of Instability:	High heat, ultraviolet light.
10.4	Incompatibility with Various Substances:	Oxidizing agents, acids, nitrogen containing organics, metals, iron, copper, nickel, cobalt, organic materials, and ammonia.
10.5	Corrosivity:	Corrosive to metals.
10.6	Special Remarks on Reactivity:	Rate of decomposition increases with heat. May develop chlorine if mixed with acidic solutions.
10.7	Special Remarks on Corrosivity:	None.
10.8	Hazardous Polymerization:	Will not occur.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1	Routes of Entry:	Eyes, skin, ingestion, dermal absorption.
11.2	Acute Toxicity:	
11.2.1	Oral Toxicity (LD₅₀):	3-5 g/kg (rat)
11.2.2	Dermal Toxicity (LD₅₀):	>2 g/kg (rabbit)
11.2.3	Primary Eye Irritation:	Corrosive
11.2.4	Primary Skin Irritation:	Corrosive
11.2.5	Inhalation Toxicity (LC₅₀):	No data available.
11.3	Chronic Effects (Human Risk Assessment):	Based on the toxicity profile and exposure scenarios for sodium hypochlorite, EPA concludes that the risks from chronic and subchronic exposure to low levels of these pesticides are minimal and without consequence to human health.
11.4	Tolerance Requirement:	Exempt (EPA document "Index to Pesticide Chemical Names, Part 180 Tolerance Information, and Food and Feed Commodities (by Commodity)" July 2010)

SECTION 12: ECOLOGICAL INFORMATION

12.1	Ecotoxicity:	Sodium hypochlorite is low in toxicity to avian wildlife, but it is highly toxic to freshwater fish and invertebrates.
12.1.1	Freshwater Fish Toxicity:	<p>Atlantic Herring (<i>clupea harengus</i>) LC₅₀ = 0.033 - 0.097 mg/l/96 hr, flow through bioassay (pH: 8)</p> <p>Shiner Perch (<i>cymatogaster aggregata</i>) LC₅₀ = 0.045 - 0.098 mg/l/96 hr, flow through bioassay (pH: 8)</p> <p>Three Spine Stickleback (<i>gasterosteus aculeatus</i>) LC₅₀ = 0.141 - 0.193 mg/l/96 hr, flow through bioassay (pH: 8)</p> <p>Pink Salmon (<i>oncorhynchus gorbuscha</i>) LC₅₀ = 0.023 - 0.052 mg/l/96 hr, flow through bioassay (pH: 8)</p> <p>Coho Salmon (<i>oncorhynchus kisutch</i>) LC₅₀ = 0.026 - 0.038 mg/l/96 hr, flow through bioassay (pH: 8)</p> <p>English Sole (<i>parophrys vetulus</i>) LC₅₀ = 0.044 - 0.144 mg/l/96 hr, flow through bioassay (pH: 8)</p> <p>Fat Head Minnow (<i>pimephales promelas</i>) LC₅₀ = 0.22 - 0.62 mg/l/96 hr, flow through bioassay (pH: 7)</p>
12.1.2	Invertebrate Toxicity:	<p>Water Flea (<i>ceriodaphnia</i> sp. 0) LC₅₀ = 0.006 mg/l/24 hr</p> <p>Water Flea (<i>daphnia magna</i>) LC₅₀ = 0.07 - 0.7 mg/l/24 hr</p> <p>Water Flea (<i>daphnia magna</i>) LC₅₀ = 2.1 mg/l/96 hr</p> <p>Fresh Water Shrimp (<i>gammarus fasciatus</i>) LC₅₀ = 0.4 mg/l/96 hr</p> <p>No common name (<i>nitocra spinipes</i>) LC₅₀ = 0.40 mg/l/96 hr</p> <p>Grass Shrimp (<i>palaemonetes pugio</i>) LC₅₀ = 0.52 mg/l/96 hr</p>
12.2	Persistence:	No data available.
12.3	Environmental Fate:	In fresh water, sodium hypochlorite breaks down rapidly into non-toxic compounds when exposed to sunlight. In seawater, chlorine levels decline rapidly; however, hypobromite (which is acutely toxic to aquatic organisms) is formed. EPA believes that the risk of acute exposure to aquatic organisms is sufficiently mitigated by precautionary labeling and National Pollutant Discharge Elimination System (NPDES) permit requirements.
12.4	Bioconcentration:	This material is not expected to bioconcentrate in organisms.
12.5	Biodegradation:	This material is inorganic and not subject to biodegradation.

SECTION 13: DISPOSAL CONSIDERATIONS

Do not contaminate food or feed by storage, disposal, or cleaning of equipment. Product or rinsates that cannot be used should be diluted with water before disposal in a sanitary sewer. This product can be neutralized with sodium bisulfite, sodium thiosulfate, sodium sulfite. Do not confuse these products with sulfates or bisulfates. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination system (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not contaminate water containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA. Dispose of in accordance with all applicable local, County, State, and Federal regulations.

SECTION 14: TRANSPORT INFORMATION

		Inside containers (< 1.3 gallons) Limited Quantity	Container (>1.3 gallons) UN 1791
14.1	UN Number		
14.2	UN Proper Shipping Name	--	Hypochlorite Solutions (Sodium Hypochlorite)
14.3	Transport Hazard Class	--	8
14.4	Packing Group	--	PG III
14.5	Environmental Hazard (e.g. Marine Pollutant)	Yes	Yes
14.6	Reportable Quantity (RQ):	100 lb (45.4 kg) or 80 gallons (based on 12.5% active ingredient)	100 lb (45.4 kg) or 80 gallons (based on 12.5% active ingredient)
14.7	Materials of Trade (MOT) Exceptions. Certain hazardous materials transported in small quantities as part of a business are subject to less regulation, because of the limited hazard they pose. These materials are known as Materials of Trade. The regulations that apply to MOTs are found in 49 CFR § 173.6.		
<i>This information is not intended to convey all specific regulatory or operational requirements / information relating to this product. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.</i>			

SECTION 15: REGULATORY INFORMATION

- | | |
|--|---|
| 15.1 U.S. Regulations: | |
| 15.1.1 OSHA HAZCOM (Hazard Communication) | This material is considered hazardous under the HAZCOM Standard (29 CFR 1910.1200) |
| 15.1.2 OSHA PSM (Process Safety Management) | Not regulated under PSM Standard (29 CFR 1910.119) |
| 15.1.3 EPA FIFRA (Federal Insecticide, Fungicide and Rodenticide Act) | EPA Reg. No. :10897-22
(Registered pesticide under 40 CFR 152.10) |
| 15.1.4 EPA TSCA (Toxic Substance Control Act) | All components are listed or exempted.
TSCA 12(b): This product is not subject to export notification. |
| 15.1.5 EPA CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) | Reportable Quantity (RQ): 45.4 kg (100 lbs) or 80 gallons (based on 12.5% active ingredient). |
| 15.1.6 EPA RMP (Risk Management Plan) | Not listed. (40 CFR 68.130) |
| 15.2 State of California Regulations: | |
| 15.2.1 Safe Drinking Water and Toxic Enforcement Act of 1986 [Proposition 65, California only]: | This product is not subject to warning labeling under California Proposition 65. |
| 15.2.2 CDPR (California Department of Pesticide Regulation) | Registration No: 10897-22-AA |
| 15.2.3 CalARP (California Accidental Release Prevention Program) | Not regulated. |
| 15.3 Canada Regulations: | |
| 15.3.1 WHMIS (Workplace Hazardous Materials Information System) | <ul style="list-style-type: none"> • Classification: E (Corrosive Materials) • Health Effects Criteria Met by this Chemical: <ul style="list-style-type: none"> ▪ E - Corrosive to skin ▪ E - TDG class 8 - corrosive substance • Ingredient Disclosure List: Included for disclosure at 1% or greater. |
| 15.3.2 DSL (Domestic Substances List) | All components of this product are on the DSL. |
| 15.4 International Inventory: | |
| 15.4.1 AICS (Australian Inventory of Chemical Substances) | On inventory or in compliance with inventory. |
| 15.4.2 KECI (Korean Existing Chemicals Inventory) | On inventory or in compliance with inventory. |
| 15.4.3 PICCS (Philippine Inventory of Chemicals and Chemical Substances) | On inventory or in compliance with inventory. |
| 15.4.4 IECSC (Inventory of Existing Chemical Substances in China) | On inventory or in compliance with inventory. |
| 15.4.5 NZIoC (New Zealand Inventory of Chemicals) | On inventory or in compliance with inventory. |

SECTION 16: OTHER INFORMATION

16.1	HMIS III (Hazardous Materials Identification System):	
16.1.1	HEALTH	2
16.1.2	FLAMMABILITY	0
16.1.3	PHYSICAL HAZARD	1
16.1.4	PERSONAL PROTECTION	See Section 8.
16.2	NFPA 704 (National Fire Protection Association):	
16.2.1	HEALTH	2
16.2.2	FLAMMABILITY	0
16.2.3	INSTABILITY	0
16.2.4	SPECIAL	None
16.3	International Fire Code / International Building Code:	Irritant.
16.4	ANSI (American National Standards Institute):	
16.4.1	Hazardous Industrial Chemicals - SDS-Preparation:	Complies with ANSI Z400.1 – 2004.
16.4.2	Hazardous Industrial Chemicals - Precautionary Labeling:	Complies with ANSI Z129.1 – 2006.



Note: The information contained herein, while not guaranteed, was prepared by competent technical personnel and is true and accurate to the best of our knowledge and belief. **NO WARRANTY OR GUARANTEE**, express or implied, is made regarding the product performance, product stability, or as to any other condition of use, handling, transportation, and storage. Customer use, handling, transportation, and storage may involve additional safety and/or performance considerations. Our technical personnel will be happy to respond to questions regarding safe handling, storage, transportation, and use procedures. The safe handling, storage, transportation, and use procedures remain the sole responsibility of the customer. No suggestions for handling, storage, transportation, or use are intended as or to be construed as recommendations which may infringe on any existing patents or violate any Federal, State, and/or local law and/or regulation, ordinance, standard, etc. This Safety Data Sheet has been prepared by HASA, Inc. staff from test reports and other information available in the public domain.