

Mayor
TERRY WILLIS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
BILLIE HEILESEN

Finance Director
LISA RICHENS



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www.pricecityutah.com

PRICE CITY COUNCIL

City Council

LAYNE MILLER

TANNER RICHARDSON

RICHARD ROOT

RUSSELL SEELEY

TINA URBANIK

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 04/22/2026. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1.PLEDGE OF ALLEGIANCE

2.ROLL CALL

3.SAFETY SECONDS Councilmember Root

4.GENERAL BUSINESS/DISCUSSION

- a. **PRICE CITY LIBRARY RECOGNITION.** Recognition for the Price City Library for outstanding service to the community during 2025 fiscal year.
- b. **PROCLAMATION FOR SEXUAL ASSAULT AWARENESS MONTH.** Consideration and possible approval for Mayor Willis to proclaim April as Sexual Assault Awareness Month.
- c. **COMMUNITY PROGRESS APPOINTMENT.** Consideration and possible approval of appointment of Kristian Olsen to the Price City Community Progress Committee.
- d. **AGREEMENT TERM EXTENSION.** Consideration and possible approval of the Extension of Term of Agreement for Price City Attorney Services.
- e. **REPLACEMENT VEHICLE PURCHASE POLICE DEPARTMENT -** Consideration and possible approval to purchase a 2026 Dodge Durango from Young Commercial Automotive on State Contract #WDEH75 for \$35,188.00. Vehicle replaces Unit #1440, 2017 Ford Taurus.
- f. **WATER LEASING, PRICE WELLINGTON CANAL-** Consideration and possible approval to lease surplus water shares for Pioneer I, Pioneer II, Price Water Company, and Allred Ditches within the price range of \$15-\$25 per acre foot.
- g. **PROJECT 9C-2026 CITY HALL IT COOLING-** Consideration and possible approval of successful bidder Snow's Heating and A/C to install additional cooling and replace the existing unit in the IT server area at City Hall for \$28,500.00, as well as approval of the proposed agreement. The bid from

Snow's Heating and A/C was the only bid received.

- h. PROJECT 10C-2026 POLICE DEPARTMENT HAND HELD SPECTROMETER- Consideration and possible approval of the purchase of a Metrohm TacticID Mobile Hand Held Raman Spectrometer from Silent Six for \$32,928.00. Six bids were received from five vendors ranging from \$30,685.00 to \$42,174.00, with five different brands represented. The unit selected has the features and specifications which best meet the department's needs. The department was able to obtain grant funding for the purchase.
- i. UPPER PRICE RIVER WATERSHED PLAN-EIS, HORROCKS SCOPE OF WORK MODIFICATION- Consideration and possible approval of a modification to the Scope of work for Horrocks to assist Price City to complete the Plan-EIS for the lower elevation reservoir project.

5.CONSENT AGENDA

- a. MINUTES for 04-08-2026 City Council Workshop and City Council.
- b. MEMORANDUM OF UNDERSTANDING (MOU) SPRING WATER TRANSMISSION LINE STAGING AREA. Consideration and possible approval of a MOU between Price City and John Woolsey for private property to be used as a staging area for the project.
- c. RENAISSANCE FESTIVAL ENTERTAINMENT CONTRACTS. Consideration and possible approval of entertainment contracts for the Renaissance Festival for the following: (1) Castle Valley Community Theater, \$1,500; (2) PettingZoo4U, \$500; (3) Nature's Educators \$2,311.77; (4) Tom Lasley/Peebles the Clown \$400; (5) Andrew Pehrson \$300; (6) Kenneth Charlson \$300.
- d. NOTICE OF AWARD, EMERGENCY WATERSHED PROTECTION PROJECT (EWP) - Ratification of the Notice Of Award from the Natural Resources Conservation Service (NRCS) for Price City's 2025 EWP Flood Mitigation Project.
- e. PRICE RIVER WATER RESOURCES COMMITTEE (PRWRC) OFFICERS AND MEMBERSHIP CHANGES- Ratification of committee election of new Chair, Bill Butcher, and Vice Chair, Terry Willis, as well as the addition of another Price City Citizen seat to be filled by Michael Kourianos.
- f. BUSINESS LICENSES. Solicitor's License for Rusty Stubbs door to door handyman services.

6.PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

7.UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the City Records Office at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

PRICE CITY LIBRARY RECOGNITION



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor



Utah Department of
**Cultural & Community
Engagement**

DONNA LAW
Executive Director

KATHERINE POTTER
Deputy Director



Utah State Library
Division

CARA ROTHMAN
Division Director, State Library

April 8, 2026

Dear Tina Rowley,

The Utah State Library would like to recognize Price City Library for outstanding service to their community during the 2025 fiscal year. Please accept our congratulations on earning the Quality Library Award.

The Quality Library Award is a designation that the State Library determines during recertification, which is an annual process that requires public libraries to submit reports and data to indicate that their services are in accordance with State Library standards. The Quality Library Award is a secondary application for library directors to indicate that the work they and their staff have accomplished rises above and beyond the standards. The purpose of this award is to recognize libraries, and the dedicated people who work in them, who are offering exemplary work in their communities. In other words, the Quality Library Award provides an opportunity for the State Library to highlight transformational services that might not be obvious in the standard recertification process.

As a Quality Library, your institution is an active, involved, and vital part of the community. It provides resources and services beyond the four walls of the library with exemplary outreach to residents. The best libraries seek to serve their communities in specific ways to address local needs. The efforts being made at your library demonstrate an awareness of community needs with an appropriate and helpful response by the library.

Commitment to excellent library service indicates teamwork. It takes leadership from the director, funding and support from the city/county government, dedication from all library staff, support from the community, training for the staff and board, planning, and careful attention to community needs.

Thank you for continuing to deliver outstanding library service to Utah residents.

Sincerely,

Cara Rothman
Division Director, State Library

Proclamation

In recognition and support of Sexual Assault Awareness Month

WHEREAS, In Utah, 1 in 3 women and 1 in 7 men will experience intimate partner violence in their lifetime. Compared to the nation, it is estimated that Utah has higher rates of sexual assault. In recognizing that sexual violence is a prominent and pervasive issue, we, the City of Price, understand the necessity of providing services, supporting, and believing survivors of sexual assault. We also recognize the dire need for prevention efforts directed towards ceasing the occurrence of sexual assault. We, the City of Price, most importantly know that we can increase the quality and togetherness of our community by creating an environment where sexual assault is unacceptable. We hereby pledge to Start By Believing and show our unwavering support to survivors of sexual assault.

NOW THEREFORE, be it resolved that I, Terry Willis, Mayor of Price do hereby proclaim the month of April to be Sexual Assault Awareness Month. In recognition and support of Sexual Assault Awareness Month, CAPSA and survivors of sexual assault, the City of Price hereby officially recognizes April as Sexual Assault Awareness Month.

Together, we are capable of making a difference in the lives of many. This April, start by believing. Start by standing against sexual assault. The City of Price does.

Signed this ____ day of April 2026

Mayor Terry Willis
Price, Utah

COMMUNITY PROGRESS APPOINTMENT

April 1, 2026

Re: Progress Committee

Nick,

I am writing to express my interest in serving on the Price City Progress Committee. I would welcome the opportunity to contribute to the continued growth and vitality of the community.

Public service and community engagement have been central to my professional work. In my current role as Deputy Vice President for USU Eastern, as well as during my time as Associate Vice President of the Blanding campus, I have worked closely with community partners to support initiatives that strengthen local economies, expand educational opportunities, and build meaningful connections across stakeholders. In each community I have been part of, I have valued the chance to listen, collaborate, and help move important efforts forward.

I am excited about the direction of Price and would be honored to support the committee's work in a thoughtful and productive way.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Olsen', with a stylized, flowing script.

Kristian Olsen

Kristian.olsen@usu.edu

C: 801.719.8178

CERTIFICATE OF APPOINTMENT

THIS CERTIFIES THAT

KRISTIAN OLSEN

IS A MEMBER OF THE PRICE CITY COMMUNITY PROGRESS
COMMITTEE IN GOOD STANDING AND AUTHORIZED TO
PARTICIPATE WITH THE COMMITTEE IN ALL ASPECTS



Richard Root, Price City Councilmember

April 22nd, 2026

Date

AGREEMENT TERM EXTENSION

EXTENSION OF TERM OF AGREEMENT FOR PRICE CITY ATTORNEY SERVICES

Background: Price City utilizes contracted civil legal services. Price City (hereinafter referred to as “City”) and Eric Johnson (hereinafter referred to as “Attorney”) (collectively City and Attorney hereinafter referred to as “Party” or “Parties”) entered into an Agreement for Price City Attorney Services (hereinafter referred to as the “Agreement”) on May 12, 2021 with a term of five (5) years ending June 30, 2026. The Agreement contemplated an extension of the term of the Agreement for a period of up to three (3) years.

RECITALS

WHEREAS, Price City has a current and ongoing need to use civil legal services for the efficient and effective conduct of Price City business; and,

WHEREAS, Attorney has provided trusted and experienced civil legal services pursuant to Agreement for City; and,

WHEREAS, the Parties hereto have mutually agreed that extension of the term of the Agreement allows ongoing, stable and consistent legal services and advice for City from Attorney; and,

WHEREAS, City has not identified any functional, necessary or reasonable basis not to extend the term of the Agreement; and,

WHEREAS, the Price City Council has determined it is in the best interest of the effective and efficient operation of Price Municipal Corporation as well as the health, safety and welfare of the community to extend the Agreement dated May 12, 2021;

NOW, THEREFORE BE IT HEREBY AGREED TO BY THE PARTIES HEREO AS FOLLOWS:

Section 1 – Term Extension Approval. That the Agreement term be hereby extended, consistent with Section 3.b of the Agreement for a period of three (3) years commencing July 1, 2026 and ending on June 30, 2029.

Section 2 – Repealer. That any prior actions or approvals in conflict with this term extension approval are hereby repealed.

Section 3 – Severable. That any subject of this term extension that is found to be invalid shall not have any effect on the remaining terms and conditions of the Agreement and those terms and conditions shall remain in full force and effect.

Section 4 – Effective Date. That this term extension of the Agreement shall become effective on July 1, 2026.

Section 4 – Only Amendment. No other actions or amendments shall be considered part of this term extension of the Agreement as originally constituted and its previously approved addendum(s).

SIGNED AND AGREED TO THIS _____ DAY OF _____, 2026.

Terry Willis, Mayor

ATTEST:

Jaci Adams, City Recorder

Eric Johnson

WATER LEASING, PRICE WELLINGTON CANAL
Price Municipal Corporation Leasing of Water Shares 2026

Price Municipal Corporation (City), owner of the water shares listed below, proposes to lease surplus water shares to existing shareholders within the respective ditch/canal companies as well as the general public, for the 2026 irrigation season under the following conditions:

1. The shares will be leased on a first come, first serve basis.
2. Priority will be given to existing shareholders from within the ditch/canal companies.
3. If individual leasing shares desires to have the shares delivered on another ditch, it will be the responsibility of the individual leasing the shares to obtain authorization from the respective ditch companies. There will be no refunds for leased shares which are not deliverable on another ditch.
4. The term of lease is for the 2026 irrigation season only.
5. Pricing for the leased shares will be between \$15.00 - \$25.00 per acre foot, depending upon current market value.
6. A signed lease agreement will be required for individuals leasing shares.

Price City Water Shares for Lease (\$22.00/AF)

<u>Canal/Ditch</u>	<u>Primary Shares</u>	<u>AF Year</u>	<u>Shares/AF</u>	<u>Share Price</u>	<u>AF Price</u>
Allred	4,122	494	8.34	\$ 2.64	\$ 22.00
Pioneer I	147	588	0.25	\$ 88.00	\$ 22.00
Pioneer II	223	217	1.03	\$ 21.36	\$ 22.00
Price Water Co	1,935	232	8.33	\$ 2.64	\$ 22.00

Price City Water Shares for Lease (\$18.00/AF)

<u>Canal/Ditch</u>	<u>Primary Shares</u>	<u>AF Year</u>	<u>Shares/AF</u>	<u>Share Price</u>	<u>AF Price</u>
Allred	4,122	494	8.34	\$ 2.16	\$ 18.00
Pioneer I	147	588	0.25	\$ 72.00	\$ 18.00
Pioneer II	223	217	1.03	\$ 17.48	\$ 18.00
Price Water Co	1,935	232	8.33	\$ 2.16	\$ 18.00

Bid Opening
#9C-2026
Price City Hall IT Cooling

[illegible]

Price City Public Works

#9C-2026 Price City Hall IT Cooling

Bid Opening April 1st, 2026 2:00 PM

Time closed bids 2:00 PM

Time opened bids 2:16 PM

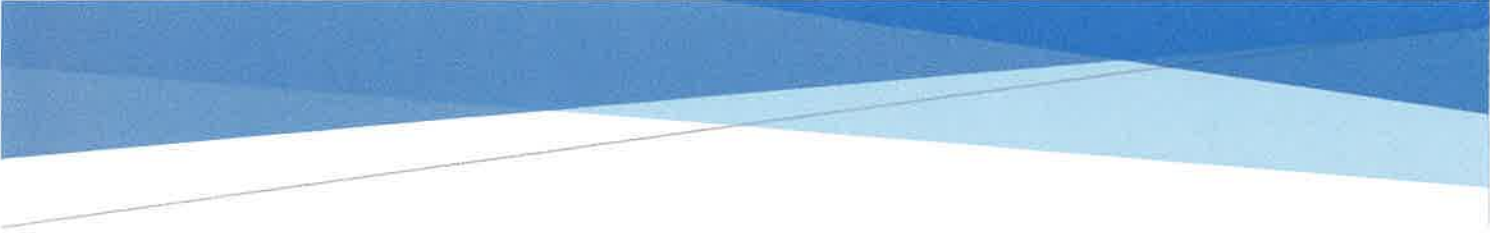
Time end opening 2:20 PM

Contractor/Bidder

Bid Amount

Smawie Heating & Air

\$28,500.00



REQUEST FOR PROPOSAL

Price City Hall IT Department Cooling

Project #9C-2026

Price City Public Works
432 West 600 South
Price, Utah 84501

John Boyd
johnb@priceutah.gov

**ADVERTISEMENT FOR BIDS
PRICE MUNICIPAL CORPORATION**

Sealed Bids for the Price City Hall IT Department Cooling located at 185 East Main Price, Utah, Project Number 9C-2026, will be received at the office of the Price City Public Works Receptionist located at 432 West 600 South, Price, Utah until Wednesday, April 1st, 2026 at 2:00 PM. Primary Work: Replace Ductless Split Unit and add an additional Ductless Split Unit for the IT Department server room at Price City Hall. Bids will be publicly opened in the Public Works Complex, 432 West 600 South, Price, Utah 84501 Wednesday, April 1st, 2026 at 2:00 PM. Bids shall be submitted in a sealed envelope and addressed to the Public Works Receptionist. The outside of the envelope shall be labeled with the words 'Price City Hall IT Department Cooling #9C-2026. Send the envelope in the US Mail or hand deliver, do not send bids by Email, facsimile, Fed-Ex, UPS or similar freight service.

Pre-Bid Meeting will be held at Price City Hall, Room 106 on March 26th, 2026 at 9:00 AM.

Specifications and other Contract Documents may be examined and Prospective Bidders may obtain copies of the Contract Documents at the following location: Price City Public Works Complex, 432 West 600 South, Price, Utah 84501.

Date: March 18th, 2026

Advertised March 18th & 25th, 2026

ETV News

TABLE OF CONTENT

BID FORM 6
PRODUCT/PARTS LIST 8
GENERAL CONDITIONS 9
SUPPLEMENTARY CONDITIONS 19
FORMS (REFERENCE ONLY) 39

BID INFORMATION

ARTICLE 1 - BID RECIPIENT

1.01 Sealed Bids are to be received at the Office of the Public Works Receptionist, 432 West 600 South, Price, UT 84501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents for the prices and within the times indicated on the Bid Form and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation to those dealing with disposition of Bid security. This Bid will remain subject to acceptance for 15 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum Number	Addendum Date	Bidder Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly

4

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID

required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State of Utah not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID FORM**Price City Hall IT Department Cooling**

Base Bid Items					
No	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Install new outdoor split unit on roof. Provide an approved stand for Outdoor Split Unit. Connect new electrical disconnect, electrical wiring and control wires. Connect new drain and condenser tubing. Run new 208Y/120 v electrical wires from designated panel to outdoor unit and install new 40-amp breaker in existing panel. Run new drain and condenser tubing to Indoor Unit. Seal roof penetrations.	1	Lump Sum		9,200
2	Disconnect, remove and dispose of existing split units. Disconnect electrical and control wires. Disconnect drain and condenser tubing.	1	Lump Sum		400
3	Install new split unit on existing elevated pedestal on roof. Reconnect electrical disconnect, wires and control wires. Connect drain and condenser tubing. Seal roof penetrations.	1	Lump Sum		8,900
4	Install new indoor split unit. Connect electrical wiring and control wires. Connect drain and condenser tubing. Run new 120 v electrical wires from designated panel to indoor unit.	1	Lump Sum		5,000
5	Install new indoor split unit. Connect electrical wiring and control wires. Connect drain and condenser tubing. Connect 120 v electrical wires to unit.	1	Lump Sum		5,000
TOTAL BID					28,500. ⁰⁰

Estimated Quantities may be adjusted by Owner based on budget restrictions.

5.01 The new Outdoor and Indoor Split units be placed, inspected and working prior to any removal of the existing Mini Split units.

5.02 Coordination with Public Works is required for all work to minimize disruption to Price City Hall's equipment and facilities.

5.03 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

5.04 Price Municipal (Price City) reserves the right to award or reject individual schedules and to increase or decrease quantities as needed to meet budget restrictions.

5.05 All products will be applied as per manufactures specifications.

5.06 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the Contract Times.

5.07 Successful Bidder will be required to attend a Pre-Construction Meeting before any WORK is to begin.

5.08 Successful bidder will secure all necessary permits (Carbon County) for the removal and installation of Split Units and necessary equipment.

5.09 Warranty shall cover the entire PROJECT (100%) for a minimum of 1 year.

ARTICLE 6 – WORKING DAYS AVAILABLE

Monday thru Friday, 8:00 AM to 4:00 PM, excluding Holidays. Other arrangements can be made in advance with Building Services and Public Works.

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with calendar days as listed.

6.02 Bidder agrees that **NO WORK** or any part of the Bid will happen on the following Dates:

NA

6.03 Bidder agrees that all work will be complete within the calendar year unless otherwise noted.

6.04 Bidder will indicate the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)	Acceptable Start Dates
9C-2026	4-15-2026	30 Days	

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid.

- A. Required Bid Security or Certified Check payable to Owner, in the amount of **five percent (5%)** of the Bidder's maximum Bid price.

ARTICLE 8 - DEFINE TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidder, the General Conditions and Supplementary Conditions.

PRODUCTS/PARTS/MATERIALS LIST

The product/parts list that follows are the current air conditioning, evaporator and furnace units at Public Works Dome. Any substitutes will require Price City approval (see General Conditions ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS).

Price City will require products/parts/materials submittals before any WORK begins. The repurposing of products/parts/materials MUST be approved by Price City.

Existing equipment:

- Outdoor Unit Mitsubishi Model #PU42EK72
- Indoor Unit Mitsubishi Model #PC42GK

New Equipment:

- Outdoor Unit 1 will have a SEER rating of no less than 20, nominal cooling capacity of 4 ton, 48,000 btu/hr, 208/230-volts three phase. Unit to be installed on existing elevated pedestal located on roof.
- Outdoor Unit 2 will have a SEER rating of no less than 20, nominal cooling capacity of 4 ton, 48,000 btu/hr, 208/230-volts three phase. New disconnect, electrical wiring to panel and 40-amp breaker in panel. New condenser and drainage line along with the electrical wiring will need to penetrate

the roof to the IT Department through a water proof connection. Unit to be installed on a condenser stand capable of supporting the Outdoor Unit meeting current building codes.

- Indoor Units shall be wall mounted in the server room. Units will have a Seer rating of no less than 20. Electrical and control wires need to be installed from new Outdoor Unit.

DOCUMENTATION

- 1) Bidder shall provide an operator's manual which will include routine maintenance cycles.
- 2) Bidder shall include a complete unit parts list.
- 3) Parts list and manuals shall pertain to the units being delivered.

ACCEPTANCE

- 1) Units will be subject to an acceptance inspection and performance testing upon receipt.
- 2) If the unit does not comply with these specifications or fails the performance testing the unit will be declared as non-acceptable
- 3) Owner will notify Bidder within 10 days if the unit is declared non-acceptable
- 4) If the unit is declared non-acceptable the Bidder has 20 days to bring the unit into acceptance
- 5) If after 20 days and the unit is not brought into acceptance the Owner shall cancel the purchase and the Bidder is responsible for any shipping and handling for the unit to be removed.

PAYMENT

Invoice will not be approved for payment until all of the required **DOCUMENTATION** and **ACCEPTANCE** items listed above have been completed.

GENERAL CONDITIONS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions, Additional terms used in these Instruction to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the *payment* sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Owner assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for *by Owner*.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and conditions at or contiguous to the Site that Owner has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface at or contiguous to the Site that Owner/Engineer has used in preparing the Bidding Documents.

4.02 *Underground Facilities (DELETED)*

4.03 *Hazardous Environmental Condition (DELETED)*

4.04 Provision concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to other physical conditions and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, test, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 The general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda:
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations and data concerning conditions at the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, test, studies, and data with the Bidding Documents;
 - H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of the Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 There will be Pre-Bid Meeting for this project on Thursday, March 26th, 2026 at 9:00 AM.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, *faxed* or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct or change the Bid Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of the other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

13

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

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- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.
- 9.02 Project start and end Dates are indicated in the Notice to Award, Notice to Proceed and Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or “or-equal” materials and equipment must be approved by Owner/Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents established a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. *Request for Owner/Engineer’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the Owner/Engineer at least 5 days prior to the date of receipt of Bids.* No item of material or equipment will be considered by Owner/Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Owner/Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the approval or disapproval of a proposed item will be final. If Owner/Engineer approved any proposed *substitute* item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner/Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

14

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

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- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any objection prior to the giving of the Notice of Award will be deemed acceptable to Owner/Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work valued to more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer/Owner.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Schedule, Bid item, and alternative listed therein, or the words “No Bid” entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be *provided on the Bid Form*.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be *provided on the Bid Form*.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be *provided on the Bid Form*.
- 13.06 A Bid by a sole proprietor shall show the Bidder’s name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be *provided on the Bid Form*.
- 13.08 All names shall be typed or printed in ink in the space provided.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addendums, which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.12 The bidder shall supply a copy of a current Price City Business License, if the bidder does not have a Price City Business License they are required to complete an application at Price City Hall, located at 185 East Main in the City Records Office after the Notice of Award is issued. ***There will be no fee for this application as long as your state contractor license is current.***

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 *Alternates*

- A. Include a separate price of each alternate described in the Bidding Documents and as provided in the Bid form. Determine the total bid amount by using the alternate with the lowest price. The Owner will select the alternate(s) which best fit their needs

based on price and other considerations. The award will be made to the low bidder based on the total bid amount with the alternate(s) selected by the Owner.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and if required the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation for this project (see Newspaper Ad). *When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement or Invitation to Bid.* A mailed Bid shall be addressed to Price City, 432 West 600 South, Price, Utah 84501, Attn. Public Works Receptionist.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and Bid security will be returned. ***Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.***

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, it will be to the lowest priced, complete, experienced, responsible and reputable bidder, without discrimination on the grounds or race, color, religion, gender or national origin.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

18

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID

ARTICLE 21 – SIGNING OF AGREEMENT

20.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder.

ARTICLE 22 – SALES AND USE TAXES (DELETED)

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – CONTRACTORS TO BE ASSIGNED (DELETED)

ARTICLE 25 – PARTNERING (DELETED)

SUPPLEMENTARY CONDITIONS

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions.

OWNER shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual.

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in General Information ARTICLE 9, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date of the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner/Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall have a General Policy holder's rating of not less than "A" in the most current available A.M. Best Co., Inc's, Best Insurance Report.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insured (subject to any customary exclusion regarding professional liability) Owner/Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insured shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverage and be written for not less than the limits of liability provided in Paragraph 5.04C or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations;

22

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

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4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include complete operations coverage;
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance of final payment and one year thereafter.
- C. The limits of liability for insurance required by Paragraph 5.04 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverage under Paragraphs 5.04.A.1 and A.2

a. State:	Statutory
b. Applicable Federal (e.g.; Longshoremen's)	Statutory
c. Employer's Liability	\$1,000,000
 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a. General Aggregate	\$1,000,000
b. Products – Completed Operations Aggregate	\$1,000,000

- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.
- f. Excess or Umbrella Liability
 - (1) General Aggregate \$1,000,000
 - (2) Each Occurrence \$1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$1,000,000
- c. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$500,000
 - Annual Aggregate \$1,000,000

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner/Engineer, Contractor and Subcontractors and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Owner/Engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Owner/Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner/Engineer and Contractor within 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interest of Owner/Engineer, Contractor and Subcontractors, and any other individuals or entities identified in the Supplementary

25

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

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Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintain any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amounts will be borne by Contractor, Subcontractors, or other suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor request in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner/Engineer, Contractor and Subcontractors and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Owner/Engineer, and all

26

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

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other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Owner/Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.6, after Substantial Completion pursuant to Paragraph 14.5 and 14.6, or after final payment pursuant to Paragraph 14.8.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Owner/Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required in Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, and their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the

27

Price Municipal Corporation – Price City Hall IT Department Cooling #9C-2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID

occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.A. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgement of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to substantial Completion of all the Work as provided in Paragraph 14.6, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.11 *Additional Information*

- A. When employing workers in construction of public works by the state or any county or municipality or by persons contracting with the state or any county or municipality, preferences shall be given citizens of the United States, or those having declared their intention of becoming citizens. This provision is in accordance with Utah Code Section 34-30-1.

ARTICLE 9 – BID SUBMITTAL

If Bidder is:

A Corporation

By Snow's Heating & A/C inc
(CORPORATION NAME)

Utah
(STATE OF INCORPORATION)

4870968-5501
(UTAH CONTRACTOR LICENSE NUMBER)

By Justin Snow
(PLEASE PRINT OR TYPE NAME OF PERSON AUTHORIZED TO SIGN)

Justin Snow
(SIGNATURE)

Pres.
(TITLE)

(Corporate Seal)

Attest _____
(SECRETARY)

Business address 640 South State. Ferron UT.
845.23

Phone Number 435 660 5104 Email Snows - heating @ hotmail. com

Sole Proprietorship

By _____ (SEAL)
(PLEASE PRINT OR TYPE INDIVIDUAL'S NAME UNDER SIGNATURE)

doing business as _____

Business address _____

(UTAH CONTRACTOR LICENSE NUMBER)

Phone Number _____ Email _____

(SIGNATURE)

A Partnership

By _____ (SEAL)
(FIRMS NAME)

(PRINT OR TYPE GENERAL PARTNER'S NAME UNDER SIGNATURE)

(UTAH CONTRACTOR LICENSE NUMBER)

(SIGNATURE)

Business address _____

Phone Number _____ Email _____

A Joint Venture

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(SIGNATURE)

(ADDRESS)

Phone Number _____ Email _____

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(SIGNATURE)

(ADDRESS)

Phone Number _____ Email _____

(UTAH CONTRACTOR LICENSE NUMBER)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)



Snow's Heating and Air Conditioning

640 S State St, Ferron, UT 84523, United States
+14356605104

Estimate #37

Created: April 1, 2026

Status: draft

Valid until: April 30, 2026

CUSTOMER

Price City Public Works

JOB

Option 1: Price City Hall IT Department Cooling

OPTION NOTES

Project 9C-2026

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Base bid items #1-5	1	\$28,500.00	\$28,500.00
1/ Install new outdoor split unit on roof. Provide an approved stand for Outdoor Split Unit. Connect new electrical disconnect, electrical wiring and control wires, Connect new drain and condenser tubing. Run new 208Y/120V electrical wires from designated panel to outdoor unit and install new 40-AMP breaker in existing panel. Run new drain and condenser tubing to Indoor Unit. Seal roof penetrations. 2/Disconnect, remove and dispose of existing split units. Disconnect electrical and control wires. Disconnect drain and condenser tubing. 3/ Install new split unit on existing elevated pedestal on roof. Reconnect electrical disconnect, wires and control wires. Connect drain and condenser tubing. Seal roof penetrations. 4/ Install new indoor split unit. Connect electrical wiring and control wires. Connect drain and condenser tubing. Run new 120 V electrical wires from designated panel to indoor unit. 5/ Install new indoor split unit. Connect electrical wiring and control wires. Connect drain and condenser tubing. Connect 120 V electrical wires to unit.			
Subtotal			\$28,500.00
Taxes and Fees			\$0.00
Total			\$28,500.00

DISCLOSURES

All Estimates are valid for 30 days.

1/2 down payment is required on all accepted estimates over \$1000.00. 1/2 down payment is required before ordering equipment. Once payment is received, installation appointment will be scheduled, and remaining balance is due upon completion.

AGREEMENT

Price City – Price City Hall IT Department Cooling #9C-2026

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *Snows Heating and Air Conditioning*
- B. Address: *640 South State St Ferron, Utah 84523*
- C. Telephone Number: *(435)660-5104*

1.2 OWNER

- A. The name of the OWNER is Price Municipal DBA Price City

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the construction of:

Project: Price City Hall IT Department Cooling #9C-2026

- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Replace existing Mini Split and install new Mini Split for IT Department at Price City Hall

1.4 OWNER

- A. The OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.

Removal and Install Mini Splits, Electrical, Mounting Stand and Drain Lines

- C. An Agreement Supplement is not attached to this Agreement.

- D. Based upon the above awarded schedules the Contract Price awarded is:

Twenty-eight thousand five hundred dollars and no cents - \$28,500.00

2.2 CONTRACT TIME

- A. The Work will be completed within **30** calendar days. All WORK will be completed by May 21st, 2026

2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. Five Hundred dollars and Zero cents (\$500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the OWNER'S prior written authorization.

- B. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

2.4 PAYMENT

- A. CONTRACTOR shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment).
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project which shall include the corticate of occupancy (COI).

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

ADVERTISEMENT
BID FORM
MEASUREMENT AND PAYMENTS
GENERAL CONDITIONS
SUPPLEMENTARY CONDITIONS
DETAIL SPECIFICATIONS
CONCEPT
FORMS (REFERENCE ONLY)

- B. Other Documents which are applicable to this agreement are:
 - a. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
 - i. Notice to Proceed
 - ii. Work Change Directive
 - iii. Work Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the 23rd day of April, 2026.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Terry Willis

Title: Mayor

[CORPORATE SEAL] Attest:

By: Jaci Adams

Title: City Recorder

SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

NOTICE OF AWARD
Price City Municipal Corporation

CONTRACT FOR:	Price City Hall IT Cooling
Project No.:	#9C-2026

TITLE: Public Works Director

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
(Service Provider)

this ____ day of _____, 20____.

By: _____
(Signature)

Title: _____

Public Works Director
MILES NELSON
Deputy Public Works Director
JUSTIN ORTH
Parks & Cemeteries Manager
ROBBY MATKIN
Pool & Facilities Manager
TAMARA GRAY
Streets & Fleet Supervisor
CHARLIE WESTBROOK
Wtr Treatment Plant Supervisor
RON BREWER
Wtr/Swr Maintenance Supervisor
BILL WARDLE

PROJ # 2026 POLICE DEPARTMENT HAND HELD...



Mayor
TERRY WILLIS

City Council
LAYNE MILLER
TANNER RICHARDSON
RICHARD ROOT
RUSSELL SEELEY
TINA URBANIC

DEPARTMENT OF PUBLIC WORKS

432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501
(435) 637-5010 www.priceutah.net

#10C-2026 Price City Police Department Handheld Spectrometer

Price City Public Works recently conducted a bid opening for a handheld spectrometer for the Price City Police Department, receiving six bids from five vendors nationwide. Following a meeting with Chief Sicilia and April Milburn, the department was authorized to review the specifications of each bid and select the unit best suited to their needs. They chose the Silent 6 Metrohm TacticID, which was bid at \$32,928.00.

Bid Summary

QuakeLogic \$29,895.00

Warranty **\$2,500.00**

Total \$32,395.00

Bid documents submitted: **Yes**

Specifications from bid met: **Yes**

Documentation of additional: **Yes**

Training on-site: **Yes**

Warranty specifications met: **No. Mentioned additional warranty available on request.**

Silent 6, 1 of 2 \$29,929.00

Warranty \$2,999.00

Total \$32,928.00

Bid documents submitted: **No**

Specifications from bid met: **Yes, with exception on opaque and does not export TXT**

Documentation of additional: **Yes**

Training on-site: **Yes**

Warranty specifications met: **Yes**

Silent 6, 2 of 2 \$42,174.00

Bid documents submitted: **No**

Specifications from bid met: **Yes, with exceptions noted**

Documentation of additional: **Yes**

Training on-site: **Yes**

Warranty specifications met: **Yes**

ThermoFisher \$30,685.00

Extra Warranty \$2010.00

Total \$32,695.00

Bid documents submitted: **Yes**

Specifications from bid met: **No, One exception, no camera**

Documentation of additional: **Yes**

Training on-site: **Yes**

Warranty specifications met: **Yes**

Paladin \$36,438.00

Warranty \$1,950.00

Total \$38,388.00

Bid documents submitted: **Yes**

Specifications from bid met: **Yes, with exception on opaque**

Documentation of additional: **Yes**

Training on-site: **Yes**

Warranty specifications met: **Yes**

Anton Paar \$33,125.00

Warranty \$2,681.85

Total \$35,876.85

Bid documents submitted: **Yes**

Specifications from bid met: **Yes, With exception of no camera**

Documentation of additional: **Yes**

Training on-site: **Yes**

Warranty specifications met: **No, 6-Month with extended one year.**

Price City Public Works

#10C-2026 Police Handheld Spectrometer

Bid Opening April 1st, 2026 2:00 PM

Time closed bids 2:00 PM Time opened bids 2:00 PM Time end opening 2:12 PM

Contractor/Bidder

Bid Amount

Antares Pave

\$35,876.85

Paladin

\$36,438.00

Thermo Scientific Portable Analytical Spectrometer

\$30,1685.00

~~QuarkLogic Inc.~~

\$2,010.00 (warranty)

QuarkLogic Inc.

\$29,895.00

Silent Co

\$32,928.00 (Bid 1 of 2)

Silent Co

\$42,174.00 (Bid 2 of 2)

#10C-2026

Police Handheld Spectrometer

[illegible]



NOTICE OF AWARD
Price City Municipal Corporation

TO: Silent 6, LLC
10400 W. Overland Rd., Ste 142
Boise, Idaho 83709

CONTRACT FOR: Price City Police Department Raman Handheld Spectrometer
Project No.: #10C-2026

The OWNER has considered the BID dated April 1st, 2026 submitted by you for the Handheld Spectrometer in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$32,928.00**

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this 23rd day of April, 2026

OWNER: Price Municipal Corporation

BY: _____
Miles Nelson

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
(Service Provider)

this ____ day of _____, 20____.

By: _____
(Signature)

Title: _____



WE GOT YOUR SIX

HANDHELD SPECTROMETER BID RESPONSE

Price City Police Department

Project #10C-2026

Submitted by Silent 6 LLC

Joel Teuber

March 2026

Metrohm TacticID Mobile

Handheld Raman Spectrometer

Bid 1 of 2



WE GOT YOUR SIX

Table of Contents

1. Cover Page	1
2. Table of Contents	2
3. Cover Letter	3
4. Advantages & Technical Capabilities	4-5
1064 nm Raman Technology	
Officer Safety Features	
Health & Safety Information	
Mixture Analysis	
Camera & Documentation Features	
User Interface	
Reporting	
Accessories	
Library & Expandability	
Ruggedness	
Connectivity & Data Management	
5. RFP Compliance Matrix	6
6. Exceptions / Clarifications	7
7. Support, Maintenance, Repairs	7
8. Company Experience & Past Performance	8
9. Pricing Quote	9
10. Accessories	10
11. Training Plan	11
12. Warranty Information	12
13. Delivery Timeline	12

Attachments

Attachment A – Product Brochure (2 pages)	A-1
Attachment B – Product Quick Reference Guide (2 pages)	B-1



Price City Police Department,

Silent 6 LLC respectfully submits this proposal for the Handheld Spectrometer project. We are proposing the Metrohm TacticID® Mobile, a field-proven handheld Raman analyzer equipped with a 1064 nm laser for reliable identification in both field and laboratory environments.

The TacticID® Mobile is designed for use by law enforcement personnel, hazardous materials teams, bomb squads, and clandestine lab investigators, delivering rapid and accurate identification of unknown substances encountered in real-world conditions. Its advanced 1064 nm laser significantly reduces fluorescence, allowing for clear analysis of difficult samples, including those that are dark, impure, or highly colored.

This system provides non-destructive “through-container” analysis, enabling users to identify substances through transparent packaging, including plastic baggies and bottles as well as common evidence containers such as green and amber glass. This capability minimizes direct contact with potentially hazardous materials and enhances operational safety.

Sincerely,

Joel Teuber
Owner, Silent 6 LLC



Advantages and Technical Capabilities

1064 nm laser

Delivers reliable identifications even on difficult street samples—the 1064 nm laser dramatically reduces fluorescence, enabling clear, defensible results on dark, impure (street-cut), or highly colored materials. This ensures field teams can identify real-world samples quickly without the delays or inconclusive readings common with 785 nm handhelds.

Officer Safety Features

Right Angle Adapter enables hands-free testing while see-through technology allows analysis through transparent packaging and containers—together minimizing direct contact and reducing exposure to hazardous substances.

Health & Safety Information

Immediate hazard awareness notifications to protect responders. Color-coded results include GHS and NFPA704 safety data, enabling personnel to make fast, informed decisions on PPE, evacuation, containment, and decontamination.

Mixture Analysis

Recognize complex mixtures with actionable component analysis. The system separates and identifies multiple components within adulterated or combined materials, giving officers clarity on both the substances present and the associated hazard level.

Camera & Documentation Features (13 MP camera, digital notepad, GPS)

Photos, GPS location, case numbers, and custom notes captured with each scan to support complete, traceable documentation for court.

User Interface

Fast, friendly operation. The high-brightness touchscreen paired with hard buttons provides intuitive use even in full PPE. Agencies minimize training time and maximize the number of responders who can confidently operate the device.



Advantages and Technical Capabilities Continued

Reporting

Instant PDF reports that support evidence handling. Built-in report generation with images, metadata, and safety guidelines ensures each scan is fully documented and ready for case files, inter-agency sharing, or courtroom presentation.

Extensive & Customizable Library (2,800+ substances)

Includes the Metrohm Illicit and General Chemicals Raman Library, covering drugs, TICs, TIMs, precursors, and general chemicals.

Ruggedness

Built for harsh field environments. The IP68 rating and MIL-STD-810H drop/vibration testing ensure dependable operation in rain, dust, extreme temperatures, and high-stress response conditions reducing downtime and replacement costs.

Connectivity & Data Management

Flexible options for secure data transfer and report handling. Multiple connectivity methods allow users to quickly download, share, and integrate scan results without relying on specialized systems or fixed workstations.

- **USB Thumb Drive:** Export results directly as PDF or CSV files for immediate attachment to case reports—no dedicated software required
- **Direct USB Connection:** Fast, reliable transfer from device to computer
- **WiFi Connectivity:** Wireless download and sharing of reports in the field or office
- **Bluetooth Transfer:** Convenient short-range data transfer to compatible devices



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RFP Compliance Matrix

#	Requirement	Specification	Compliance
1	Opaque scanning	Scan through opaque containers	Sees through transparent and tinted containers. See Exceptions page
2	Download / Formats	CSV / SPC / TXT	Does not natively output TXT; supports CSV, SPC, and PDF formats. TXT conversion available
3	Time/Date Stamp	—	Meets
4	Camera	Built-in	Meets – 13MP
5	Protective Carrying Case	Ruggedized	Meets
6	Battery	Rechargeable	Exceeds-Swappable (with optional additional battery)
7	Library	1000+	Exceeds– 2800+ included, expandable
8	Accessories	Included	Yes – See below
9	Training	On-site	Exceeds – on-site training for up to 12 personnel and online training
10	Warranty	2-year	2-year manufacturer warranty included



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Exceptions and Clarifications

1. Have the capability to scan through opaque containers.
 - a. The device cannot scan through opaque containers but can analyze contents through clear and transparent materials, including containers, bottles, vials, and baggies commonly used to store illicit substances.
2. Download Formats, CSV, SPC, or TXT
 - a. Our device will download to CSV, SPC and PDF formats.
 - i. The proposed solution provides results in PDF format, which meets and exceeds the intent of this requirement. PDF is an industry-standard, non-editable format that preserves data integrity, maintains formatting, and supports secure distribution. It is widely accepted across law enforcement, forensic, and judicial environments for reporting and courtroom presentation, making it more suitable for evidentiary use than plain text files. In addition, data can be exported or converted to TXT or other formats if required, ensuring full compatibility with agency data management needs.

Support, Maintenance and Repairs

Silent 6 provides responsive first-tier support, including software updates, configuration assistance, and calibration guidance, delivered remotely to minimize downtime and keep systems operational in the field.

For issues requiring advanced diagnostics or repair, units must be returned to the manufacturer. Due to the sensitive nature of the equipment, all repairs and recalibration are performed under controlled conditions to ensure proper testing, certification, and continued evidentiary integrity.



Company Experience & Past Performance

Silent 6 LLC is a law enforcement-focused technology provider supplying surveillance and investigative solutions across the western United States. The company was founded by a police veteran with 29 years of operational and surveillance experience and a Certified Technical Investigator (CTI) background.

Silent 6 specializes in addressing critical agency needs, including resource constraints, officer safety, and the collection of reliable, courtroom-defensible evidence. The company supports agencies across multiple jurisdictions in both urban and rural environments.

Core capabilities include:

- Narcotics and hazardous substance identification technologies
 - Covert surveillance and tracking systems
 - Law enforcement training and deployment strategies
-

Quality Assurance

All solutions are evaluated through real-world operational use to ensure reliability in the field. Silent 6 partners exclusively with established manufacturers whose products meet stringent standards for durability, ease of deployment, and evidentiary integrity.

Support and Implementation

Silent 6 works directly with agencies to identify, deploy, and support mission-specific technologies. Training and ongoing support are provided to ensure effective implementation and long-term success. These solutions enhance officer safety, improve operational efficiency, reduce liability, and strengthen investigative outcomes.

References available upon request.



WE GOT YOUR SIX

Pricing Quote

Equipment & Base Pricing

Item	Description	Price
BWS493TSII: TacticID Mobile	1064 nm handheld Raman Spectrometer for field & laboratory identification of illicit and hazardous substances. Metrohm Illicit and General Chemicals Raman Library includes drugs, TICs, TIMs, precursors, and general chemicals. See Attachment A	\$29,859.00
Shipping	Standard shipping and handling	\$70.00
Subtotal (Equipment + Shipping)		\$29,929.00

Standard Plus Startup Support Package (2-Year Coverage)

Item	Description	Price
Standard Plus Startup Support Package	Certification, training, technical support, and software services	\$2,999.00

Included Services:

- Instrument certification at time of shipment
- On-site training for up to 12 users
- Online training access (2 years)
- Technical support and repairs, including shipping (2 years)
- Unlimited reachback support (2 years)
- Software and library updates (2 years)
- 25% discount on annual recertification (year 2)

Total Investment

Grand Total **\$32,928.00**

- Note: Pricing does not include applicable sales tax.



WE GOT YOUR SIX

Accessories Included

BWT-840001192 HHX-PWA: TacticID Mobile Power Adaptor with international plugs
BWT-840000343 NR2-PAS: Point and shoot adaptor;
BWT-840000342 NR2-RAA: Right angle adaptor;
BWT-840000345 NR2-BSA: Bottle adaptor;
BWT-840000348 NR2-PCC: Validation cap with built-in ASTM standard polystyrene;
BWT-840000344 NR2-LVH: Liquid vial holder adaptor, compatible with 15mm-diameter vials;
BWT-840000354 NR2-PCH-ADPT: Pouch for adaptors for NanoRam and TacticID handheld Raman products
BWT-840000407 TID LGV-DIA15: 15mm-diameter borosilicate glass vials, pack of 6;
BWT-840000353 NR2-CAP: One shaft protection cap;
BWT-840000419 TID-STY: Stylus/Pen combo for TacticID touch screen;
BWT-840001191 HHX-USB: USB 3.1 Cable with USB-A to USB-C connections;
BWT-840001193 HHX-USB-OTG: USB drive containing TacticID Mobile User Manual; Includes both USB type-A connector and USB type-C connector, and can be used for OTG functions.
BWT-840000102 BAC063-1064: Laser Safety Goggles;
BWT-840000911 TID-CRC-L: Ruggedized Carrying case

Optional Accessories

- Immersion Probe for measuring liquid in a bucket bottle or container
- Large Bottle Adapter with long working distance suitable for thick amber glass bottles
- Large Spot Adapter – Patented STRam technology suitable for optically sensitive material, solid and powdered mixtures and color-coated pills
- SWD Adapter – short working distance attachment
- LWD Adapter – long working distance attachment



Training Plan

Silent 6 LLC will provide a comprehensive in-person training program to ensure successful deployment:

Phase 1 – Initial Setup:

- Device setup and configuration
- User account setup and permissions

Phase 2 – Operator Training:

- Hands-on operation
- Sampling techniques (powders, liquids, through-container)
- Interpretation of results and safety indicators

Phase 3 – Advanced Use:

- Report generation and data export
- Evidence handling best practices
- Troubleshooting and maintenance

Training Delivery:

- On-site training for up to 12 personnel
- Online training modules included



Warranty Information

The system includes a standard manufacturer warranty covering 100% parts and labor. First-tier support is provided remotely. If on-site or local repair is not feasible, units are serviced through the manufacturer to ensure proper calibration, testing, and certification. Optional extended warranty coverage is available and can be provided upon request.

Delivery Timeline

- Order Processing: Within 2–3 business days of purchase order receipt
- Delivery: FOB Destination to Price City Public Works Complex
- Total Estimated Delivery Time: 2–4 weeks from order

Silent 6 LLC will coordinate closely with Price City to ensure timely delivery and deployment.

Submitted by:

Joel Teuber
Owner, Silent 6 LLC

Signature: Joel Teuber
Date: 3-24-26

Attachment A-1

The **TacticID® Mobile** is an economical, ergonomic 1064 nm handheld Raman spectrometer with targeted libraries for rapid, non-destructive identification of narcotics, hazardous chemicals, and suspicious materials. Designed for easy field operation by safety personnel, samples can be rapidly scanned directly through transparent containers, with identification results clearly displayed on the large, high-resolution touchscreen. The TacticID Mobile uses Raman spectroscopy to measure the molecular fingerprint of a sample that is identified with the embedded spectral library of over 2,800 narcotics, precursors, toxic and common chemical, and pharmaceutical drugs. With point-of-need identification, first responders get actionable sample identification in less than a minute, accompanied with safety information (GHS and NFPA704), allowing for rapid response with greater certainty. With the TacticID Mobile 1064 nm excitation laser users can identify tough street samples, colored samples, and impure samples with minimal fluorescence interference. The system can be operated with the touchscreen and hard button interface for use even wearing protective gear. Additional information can be added with each scan including pictures, location tagging, notes, and other identifying information, giving a comprehensive report with all pertinent information in one document.

Fluorescence free Testing |

1064nm light allows identifications of real-world samples including colored and dark materials.

Outstanding Performance |

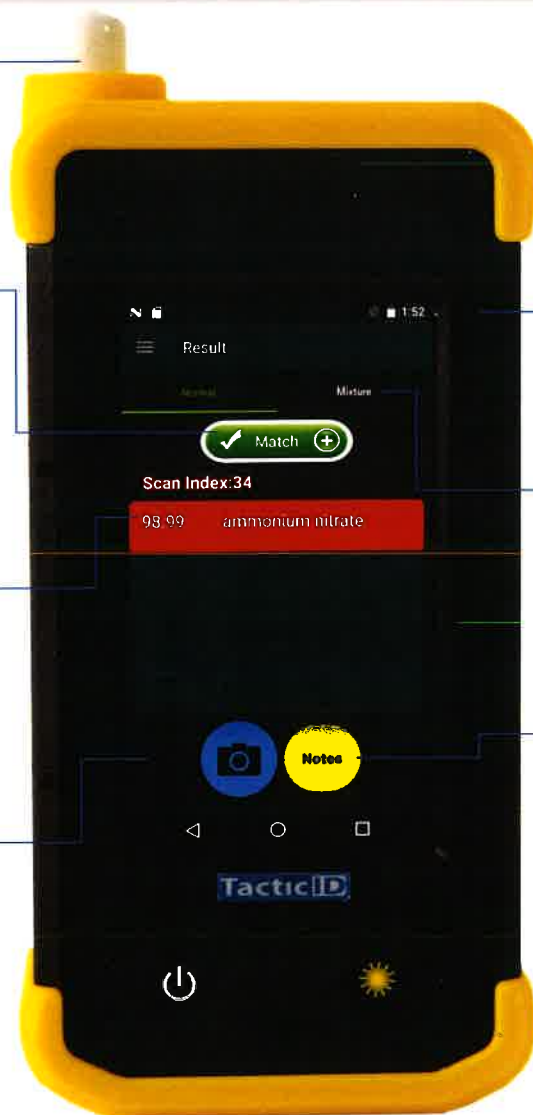
Typical unknown material identification time between 10 to 40 seconds, fast start-up, and extremely long stand-by time of over 150 hours. Minimum maintenance required.

Actionable Data |

With each color-coded identification result, GHS and NFPA704 safety information is displayed so appropriate action can be taken.

Customized Libraries |

Add customized libraries and create your own libraries quickly & easily to stay one step ahead of emerging threats.



Connectivity

Manage data, send reports, update software and libraries directly through USB drive or connecting to secure PC based TID21 database via wired USB or wireless Wi-Fi.

Critical Component Mixture Analysis

Identify the components and threat level within a mixed sample.

Traceability

Different user levels for controlled access to functions. 13MP camera with flashlight, GPS, and user-definable fields so relevant traceable sample information can be entered.

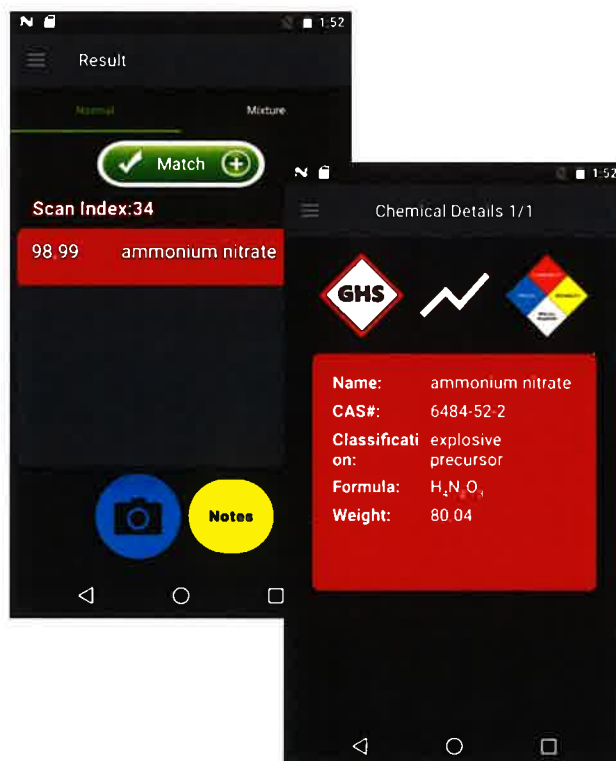
Specifications

Wavelength and Power	1064nm, 220 mW Typical*
Spectral Range	176-2500 cm ⁻¹
Display	5" High brightness & high resolution touch screen
Software	TOS-XM (Embedded) & TID21 PC Data management software
Data Formats	csv, spc data and pdf reports available
Libraries	Includes illicit focused library with over 2,800 different narcotics, cutting agents, precursors, toxic and common chemicals, and more. Can be upgraded to over 20,000 compounds for enhanced material and hazmat insights.
Languages	English fully supported. Multilanguage packages available upon request.
Connectivity	Manage data, send reports, update software and libraries directly through USB drive or connecting to secure PC based TID21 database via wired USB or secured wireless Wi-Fi.
Battery	Rechargeable Li-ion, > 7 hours normal operation, supports car charger and external power bank, > 150 hour standby time.
Weight	1.5 kg
Size	8.4 x 4.3 x 2.2 in (212 x 107 x 55 mm)
Operating Temperature	-20°C to 50°C
Protection	IP68, MIL-STD-810H Transit drop test certified and vibration test certified.

*Contact factory for custom configurations **Note: Libraries may be subject to US Export control to some territories.

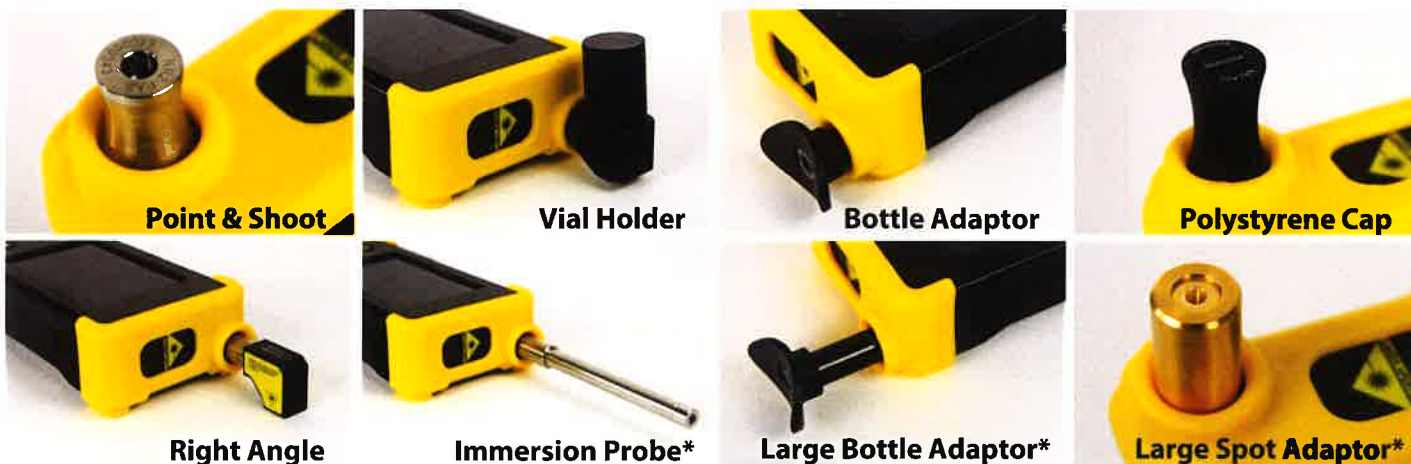
Easy, intuitive operation

TacticIDMobile Android-based OS on a 5" touchscreen makes touch operation easy. It is also navigable for work in protective gear. Add custom notes to each scan result, or use definable fields to enter traceable sample information that is included in reports and can be searched and sorted in the TID21 database.



Flexible sampling with accessories optimized for different samples and scenarios

The point and shoot adaptor can be used to measure powders and other solids directly through plastic bags. Liquids can be measured in a vial with the vial holder, in a bottle with the bottle adaptor, or with the optional immersion probe. The right angle adaptor allows for hands-free testing of samples directly or in clear packaging. A polystyrene validation cap is included to verify instrument performance. Optional large spot adaptor for heterogeneous samples, and for lower power to minimize sample heating.



*Optional adaptors not included in the standard package

Attachment B-1

TacticID Mobile Quick Reference Guide

For more details,
please reference our
user manual or visit
www.bvitek.com

To login for the 1st time, use **ADMIN** and password **9999**

i Scan Essentials

Align the set-pin with the notch on the adaptor, and push it all the way in.



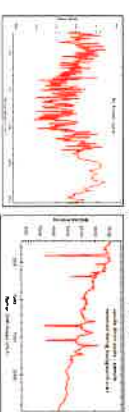
Press the Scan button to start the scan. Keep the laser aperture away from your eye.

Hold the adaptor against the sample and remain the position during the entire scan, including background scans.

Good Spectra: sharp upwards peaks



Bad Spectra: Ski slopes, noise, upside down peaks



Operation Preset

Configure these options carefully before scanning!

Laser
Set the laser power used for scan

Raman Shift
Sets the spectra range

Library
Sets the library database used for match. The more targeted the library, the better the results

HQI Threshold
Sets the threshold HQI value for matched spectra. 100 means a perfect match. The higher the HQI, the more confidence in the identification result.

Number of Hits
Sets the maximum number of matched chemicals displayed on screen.

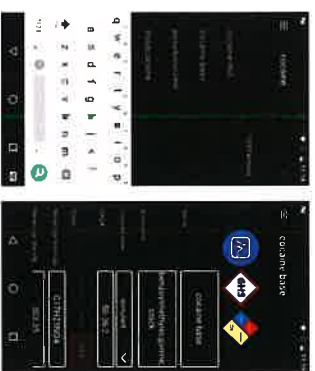
Mixture Analysis
Auto (Default), Manual, or Disabled mode available

Number of Hits
Sets the maximum number of compounds that can be displayed in the mixture results

Ratio Threshold
Sets the threshold value for a matched mixture component result to be displayed. The ratio value is the % contribution of a mixture component to the collected signature.

Library
Set library used in mixture analysis. Use targeted library instead of a general library to give you better results.

View/Create Library

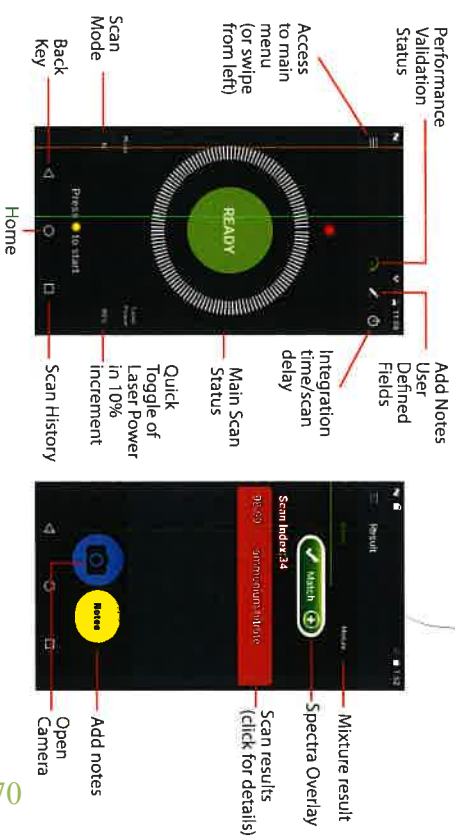
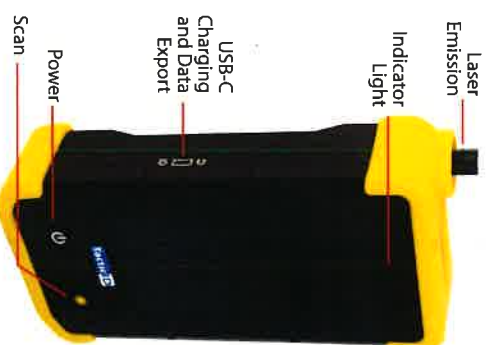


Library: User can search in BV/Tek libraries and view chemical details. To create a new library:

- Click "+" and swipe left/right to configure the library name.
- Click the library and click "+" to either scan a new spectrum or import a different spectrum.
- After scanning/importing go back and click the chemical to change its detailed information click "Save" to save the library entry.

Export Reports

1. Connect a USB-drive to the device directly
2. Click the [] key to access the scan history
3. User can select, view and ADMIN user can delete scans from history
4. Click the [] button to export selected reports



TacticID Mobile Quick Reference Guide

For more details,
please reference our
user manual or visit
www.bwtek.com

Adaptor Usage

Point and Shoot Adaptor



Right Angle Adaptor



Bottle Adaptor



Liquid Vial Holder



Polystyrene Cap



Performance
Validation and
Raman Shift
Calibration



Optional Adaptors

Large Spot Adaptor



Patented STRam
technology,
suitable for
optically sensitive
material, solid
and powdered
mixtures, and
color-coated pills

Large Bottle Adaptor



Large bottle
adaptor with
long working
distance,
suitable for thick
amber glass
bottles

Immersion Probe



Immersion
probe for
measuring
liquid in a
bucket, bottle

Price City Police Department
Attn: Brandon Ratcliffe
910 N 700 E
Price UT 84501-1958

Delivery Address
Price City Police Department
Attn: Brandon Ratcliffe
910 N 700 E
Price UT 84501-1958

Quotation

820294309

Date: 03/27/2026

Customer Reference:
Customer No.: 2288349
Quotation valid until: 04/30/2026

Your Contact Partner at Anton Paar USA, Inc.:
Name: Mr. Alexander Green
Telephone: +1-310-775-2196
Mobile: +1 - 719 - 760 - 2031
Email: alexander.green@anton-paar.com

Dear Mr. Brandon Ratcliffe,
Referring to your request we are pleased to submit the following quotation.

Pos.	Item Description Item No. Cust. Tariff No. Origin	Qty. Unit	Price per Unit in USD	Pos. Disc.	Amount in USD
- Portable, comes with case, and re-chargable battery - 6 month warranty for demo package, optional 1 year extension - Libraries included with the package : narcotics, explosive, and hazardous chemicals >10,000 substances - Easy to operate, comes with additional probes - Class 3b laser requires safety goggles which is also included in the package for free - Free onsite installation, training, and lifetime application support					

000100	Demo Package Cora 100 Raman Spectrometer 210152 90273000 SE	1 EA	66,250.00	-50.00 %	33,125.00
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000140	Anton Paar Warranty Extension (1 year) P01103 90279000 DE	1 EA	2,823.00	-5.00 %	2,681.85
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This item belongs to position 000100.

Anton Paar will extend the instrument's warranty for additional 12 months beyond the current warranty expiration date. Warranty regulations can be found in the Terms and Conditions on the Anton Paar website.

Anton Paar USA, Inc.

Western Regional Office, 2824 Columbia Street, Torrance, CA 90503, USA

T: 800 722 7556
F: 804 550 9074

us-orders@anton-paar.com
www.anton-paar.com

Wire information: Citibank N.A., account: 54312667, routing ABA/ACH: 031100209, SWIFT: CITIUS33
Beneficiary: Anton Paar USA, Inc.

Quotation 820294309

Date: 03/27/2026

Pos.	Item Description Item No. Cust. Tariff No. Origin	Qty. Unit	Price per Unit in USD	Pos. Disc.	Amount in USD
000200	Anton Paar Installation P00918 90279000 This service includes: - The installation according to the manufacturer's specifications The installation will be carried out by qualified Anton Paar personnel, by using certified and calibrated equipment.	1 EA	2,000.00	-100.00 %	0.00
000300	Anton Paar Training P01184 90279000 AT This service includes: - End User Training on the use of the instrument, proper upkeep and cleaning - Training Certificate for every participant The training will be carried out by qualified Anton Paar personnel.	1 EA	2,000.00	-100.00 %	0.00
<u>The Following Databases are Included in P/N 210152</u>					
000400	Database Narcotics 210160 90279000 SE	1 EA	6,500.00	-100.00 %	0.00
000500	Database Explosives 210181 90279000 SE	1 EA	6,500.00	-100.00 %	0.00
000600	Database Hazardous Material 210182 90279000 SE	1 EA	7,330.00	-100.00 %	0.00
000700	LASER SAFETY GOGGLE 785 nm 199263 90279000 DE	1 EA	643.00	-100.00 %	0.00
Sum of Positions			USD		35,806.85
Freight			USD		70.00
Tax			USD		0.00
Total Amount CIP Price, UT			USD		35,876.85

Conditions

Delivery Time: Approx. 1-2 weeks after receipt of purchase order
Terms of Delivery: CIP Price, UT
Transport by: Truck
Terms of Payment: Within 30 days due net



Quotation 820294309

Date: 03/27/2026

Additional Information

3-year warranty starts from the date of delivery and applies solely on purchased instrument(s). Consumable items and any spare parts purchased separately are excluded from this warranty.

Payment terms is subject to change upon credit review at time of order placement.

Further Regulations

The Equal Opportunity Clauses set forth in 41 CFR Section 60-1.4(a), 60-741(a) - (f), 60-250.4(a) and 29 CFR Part 471, Appendix A are incorporated herein by reference.

General Terms and Conditions

The General Terms of Delivery of Anton Paar USA, Inc. in compliance with Incoterms in the most recent valid version exclusively apply to the contract. The General Terms of Delivery are available at www.anton-paar.com/terms.

Liability

Any and all claims that may arise out of or in connection with the present contract are limited in total to the value of present order. Any claims exceeding this limitation of liability are expressly excluded.

Looking forward to receiving your kind order we remain
sincerely yours,

Anton Paar USA, Inc.

March 31, 2026

Bid Letter for Anton Paar Cora 100 Raman Handheld Spectrometer

Dear Price police department,

We hereby confirm that the Cora 100 Raman Spectrometer are proprietary of Anton Paar GmbH, with its factory located at OptoTec in Hanover, Germany and there is no other manufacturer worldwide that can provide the combination of several high performing technologies within these devices.

Anton Paar USA, Inc., a Virginia corporation, is the sole authorized supplier of the Cora 100 Raman Spectrometer in the United States. Anton Paar USA is the wholly owned subsidiary of Anton Paar GmbH (Graz, Austria) who is the sole manufacturer of the Cora 100 Raman Spectrometer.

The Cora 100 is a battery operated, portable Raman instrument with unique capabilities, which includes a touch screen with guided workflows, specialized reference libraries of chemical compounds, small footprint, with additional probes for different applications in the field. Raman Spectroscopy is great for detecting Raman active materials such as narcotics, explosives, and hazardous chemicals through clear plastic containers. Below will highlight the key capabilities and specifications, and any limitations that are not included in the bid are explained.

1 Base Bid Requirements

Requirement	Expectation Fulfilled?	Justification
Have the capability to scan through opaque containers.	Yes	With all Raman devices, there are limitations with heavily colored containers, but opaque containers are possible.
Download formats, CVS, SPC or TXT.	Yes	Measurement data can be exported using the desktop software Cora Connect in supported formats of CSV/TXT and PDF.
Time and Date stamp.	Yes	All measurements are saved with time and date of the measurement.
Built in camera.	No	We do not have a camera option available built into the system.
Carrying case.	Yes	The Cora 100 demo package comes with a portable pelican case.
Rechargeable batteries and/or user replaceable.	Yes	The device runs on rechargeable batteries charged via USB. These cannot be replaced by the customer.

Minimum 1000 Spectra Library, with capability to add future data.	Yes	The Cora 100 demo package includes databases of narcotics, explosives, and hazardous chemical materials with over 15,000 substances. Capability for developing custom libraries is also included.
---	-----	---

Warranty – The warranty for the Cora 100 demo package is covered 100% for 6 months, with an optional 1-year warranty extension. Any additional extensions can be purchased through the Anton Paar service team.

2 Documents and Additional Parts

The Cora 100 demo package also includes the following – desktop software Cora Connect, additional hardware accessories listed below.

Pelican case Cora 100 incl. inserts

- Sample vial (6x) 4ml d=14,8 mm, Cora 100
- Vial holder adapter, Cora 100
- Vial holder insert, Cora 100
- Strap attachment, Cora 100
- Lens cap, Cora 100
- 90° angled probe tip, Cora 100
- Mounting tools/wrenches (2x), Cora 100
- Bottle adapter, Cora 100
- Point and shoot adapter, Cora 100
- Probe tip, Cora 100
- Mini USB cable, Cora 100
- USB charger with 1A output, Cora 100

Included in the quote is also a free pair of laser safety goggles, which is required during use for the class 3b laser.

Please see the attached document for the user manual.

Best regards,

Alex Green, PhD

Technical Sales Consultant

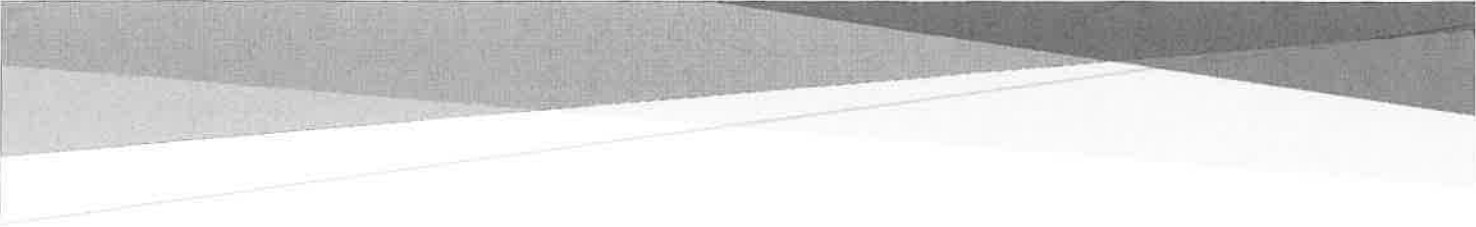
Microwave Digestion and Synthesis

FTIR and Raman Spectroscopy

Anton Paar USA, Inc. - Western Regional Office
2824 Columbia Street

Torrance, CA 90503
T: +1 310 775 2196 410
M: +1 719 760 2031
E: Alexander.Green@anton-paar.com

www.anton-paar.com



PRICE CITY POLICE DEPARTMENT HANDHELD SPECTROMETER

March 18th, 2026

Price City
185 East Main Street
Price, Utah 84501

**ADVERTISEMENT FOR BIDS
HANDHELD SPECTROMETER
PRICE MUNICIPAL CORPORATION (Price City)**

Sealed Bid Proposals for a Handheld Spectrometer and associated equipment Project Number 10C-2026 will be received until April 1st, 2026 at 2:00 PM at the Price City Public Works Complex (Dome A), 432 West 600 South Price, Utah. Bids will be opened and read aloud at the Price City Public Works Complex (Dome A) on April 1st, 2026, at 2:00 PM bidding information can be obtained at the Price City Public Works at 432 W 600 S, Price, Utah. You can call (435)637-5010, or email johnb@priceutah.gov.

Published March 18th & 25th, 2026

BIDDER INFORMATION

1. The term "Owner" will refer to Price City. The term "Bidder" means one who submits a Bid directly to Owner.
2. Bid proposals are desired from licensed, reputable and experienced dealers in accordance with these specifications.
3. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade and shall be of quality workmanship and material. The equipment is to meet the following minimum specifications but is not limited to the features furnished by the manufacturer. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
4. The equipment shall be completely assembled, adjusted, tested and ready for continuous operation.
5. All parts not specifically mentioned but are necessary for the unit to be complete for operation or which are normally furnished as standard equipment, shall be furnished by the Bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
6. The unit provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and the current standards in effect and which are applicable to the unit furnished, at the date of acceptance.
7. It is the intent of the Owner to purchase goods, equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
8. Warranty must cover the entire unit (100% parts and labor with on site or local repair) and shall be provided for a minimum of 12 months from date of acceptance.
9. The Owner has the right to accept or reject any or all bid offers and to waive any informality or technicality in any bid proposal in the interest of the Owner.
10. The Owner will consider a bid in compliance with these specifications and any reasonable exceptions.
11. Requests for any clarification(s) or question(s) to this bid package must be submitted to the Owners Five calendar days prior to the closing of the bid. Any addenda will be issued through the Owner. Any clarification(s) and/or question(s) submitted after the deadline shall not be granted.
12. Any and all exceptions must be listed as stated in the **REQUIRED DOCUMENTATION** listed below.
13. Failure to comply with any of the requirements in these specifications will result in bid being declared non-responsive and shall result in rejection of the bid.
14. Bidding documents may be examined and obtained at the Price City Public Works Complex located at 432 West 600 South, Price, Utah. Price Municipal Corporation hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest, complete, experienced, responsible and reputable bidder, without discrimination on the grounds or race, color, religion, gender or national origin.

REQUIRED DOCUMENTATION

Price City Police Department
Handheld Spectrometer
10C- 2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID

Notice To Bidders:

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidder is cautioned that any unit delivered to the FOB point, which does not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet or exceed the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

1. Bidder shall supply Required Documentation for Base Bid Item Handheld Spectrometer as listed below.
2. The Bidder shall include on separate sheets all supporting documents, as indicated below.
3. Indicate make and model for the new Handheld Spectrometer.
4. **Exceptions:** If the bidder cannot or chooses not to supply any item within the specification they will indicate by page number and specification number the reason(s) in detail as to why they can not or chose not to supply that item for the Base Bid. The Bidder may submit an option that includes a description and the reasoning why they feel a certain item may be added, change or altered and to be in the best interest of the Owner. **The Bidder shall submit a document that lists any exceptions or states no exceptions.**
5. Unit shall be delivered to the Price City Public Works Complex located at 435 West 600 South, Price, Utah.
6. The Bidder shall include on a separate sheet a list of all additional warranty for the Base Bid (including cost) provided by bidder or manufacturer.
7. Bidders are encouraged to supply any supporting documentation pertaining to the units being supplied.
8. All additional sheets as indicated shall be attached to these specifications.
9. Bidders that do not supply all required documentation will be considered non-responsive which shall result in rejection of their bid.

BASE BID**Handheld Raman Spectrometer**

1. Have the capability to scan through opaque containers.
2. Download formats, CVS, SPC or TXT.
3. Time and Date stamp.
4. Built in camera.
5. Carrying case.
6. Rechargeable batteries and/or user replaceable.
7. Minimum 1000 Spectra Library, with capability to add future data.
8. List any accessories available on the unit that aren't listed above on a separate sheet bearing the bidder's letterhead.

TRAINING

Bidder will provide on-site training for up to 12 individuals.

Price City Police Department
Handheld Spectrometer
10C- 2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID

UNIT DOCUMENTS AND ADDITIONAL PARTS

1. Bidder shall provide an operator's manual which includes start up procedure, checklist of data collection and shut down procedure.
2. If documentation is only available electronically then the Bidder shall supply Price City with all access to these electronic documents

WARRANTY

The unit must include a standard warranty providing 100% coverage for minimum of a full year. Bidders are required to submit an optional cost for an extended two-year total warranty (an extra year of coverage) on a separate sheet bearing the bidder's letterhead.

ACCEPTANCE

1. Unit will be subject to an acceptance inspection and performance testing upon receipt
2. If the unit does not comply with these specifications or fails the performance testing the unit will be declared as non-acceptable
3. Owner will notify Bidder within 15 days if the unit is declared non-acceptable and what is required from the Bidder to bring the unit into acceptance.
4. The Bidder is required to bring the unit into acceptance with 30 days after notification of non-acceptance by the Owner.
5. If after 30 days and the unit is not brought into acceptance the Owner shall cancel the order and the Bidder is responsible for any return shipping and handling for the unit delivered

PAYMENT

Invoice will not be approved for payment until all the requirements listed in these specifications have been met.

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5. All parts not specifically mentioned but are necessary for the unit to be complete for operation or which are normally furnished as standard equipment, shall be furnished by the Bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
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7. It is the intent of the Owner to purchase goods, equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
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Price City Police Department
Handheld Spectrometer
10C- 2026

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7. Bidders are encouraged to supply any supporting documentation pertaining to the units being supplied.
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BASE BID**Handheld Raman Spectrometer**

1. Have the capability to scan through opaque containers.
2. Download formats, CVS, SPC or TXT.
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4. Built in camera.
5. Carrying case.
6. Rechargeable batteries and/or user replaceable.
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Price City Police Department
Handheld Spectrometer
10C- 2026

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UNIT DOCUMENTS AND ADDITIONAL PARTS

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WARRANTY

The unit must include a standard warranty providing 100% coverage for minimum of a full year. Bidders are required to submit an optional cost for an extended two-year total warranty (an extra year of coverage) on a separate sheet bearing the bidder's letterhead.

ACCEPTANCE

1. Unit will be subject to an acceptance inspection and performance testing upon receipt
2. If the unit does not comply with these specifications or fails the performance testing the unit will be declared as non-acceptable
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PAYMENT

Invoice will not be approved for payment until all the requirements listed in these specifications have been met.

Price City Police Department
Handheld Spectrometer
10C- 2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID



TECHNICAL PROPOSAL

QL-RamanGuard Handheld Raman Spectrometer System

Prepared For
Price City Police Department
Price, Utah

Submitted By
QuakeLogic Inc.
March 2026



Dear Evaluation Committee,

On behalf of QuakeLogic Inc., we are pleased to submit our quotation for the supply and delivery of a Handheld Raman Spectrometer System in accordance with Project No. 10C-2026 and the specifications provided in the bid package.

QuakeLogic Inc. proposes the QL-RamanGuard Handheld Raman Spectrometer System, a field-deployable analytical platform engineered to meet or exceed the Owner's requirements for rapid, non-destructive identification of unknown substances in law enforcement and public safety applications. The system utilizes a 785 nm laser excitation source and is designed to enable accurate identification of narcotics, explosives, and hazardous chemicals, including the capability to analyze substances through sealed and opaque containers.

The QL-RamanGuard System provides a spectral range of approximately 200–4000 cm^{-1} with a resolution of $\leq 10 \text{ cm}^{-1}$, ensuring high-confidence identification performance. The unit features an integrated high-resolution camera for evidence capture, automatic date and time stamping, and multiple data export formats including CSV, SPC, and TXT to support documentation and reporting requirements.

The system includes a built-in spectral library exceeding 1,000 substances with the capability for user expansion, enabling ongoing adaptability to emerging threats and materials. The device is fully portable, battery-powered for extended field operation, and supplied with all necessary accessories including carrying case, rechargeable battery system, and sample interfaces for liquid and solid analysis.

The proposed equipment will be delivered fully assembled, tested, and ready for continuous operation. QuakeLogic Inc. will provide on-site operator training. The system is supported by a comprehensive warranty covering 100% parts and labor for a minimum of twelve (12) months, with optional extended warranty available, in full compliance with the requirements of the bid.

The proposed solution includes:

- 785 nm laser excitation source optimized for Raman spectroscopy applications
- Spectral range of approximately 200–4000 cm^{-1} with $\leq 10 \text{ cm}^{-1}$ resolution
- Capability to identify substances through sealed and opaque containers
- Built-in high-resolution camera for evidence capture with automatic date and time stamping
- Data export functionality including CSV, SPC, and TXT formats
- Integrated spectral library with a minimum of 1,000 substances and user-expandable capability
- Detection capability for narcotics, explosives, and hazardous chemicals
- Portable handheld design with rechargeable battery supporting extended field operation
- Ruggedized construction suitable for law enforcement and field environments
- Carrying case, rechargeable battery system, and liquid/solid sample interfaces included
- One (1) day onsite operator training covering system operation, safety procedures, and routine maintenance
- Minimum one (1) year comprehensive system warranty (100% parts and labor) with optional extended warranty available

Our submission includes:

- Company profile and relevant experience
- Detailed technical proposal outlining the QL-RamanGuard Handheld Raman Spectrometer System configuration
- Delivery schedule consistent with the required delivery timeframe in accordance with the bid requirements
- Comprehensive cost breakdown including equipment and delivery to FOB Destination (Price, Utah)
- Warranty and support documentation in full compliance with the bid requirements



QuakeLogic Inc. is committed to delivering a factory-new, reliable, and high-performance **Handheld Raman Spectrometer System** that meets or exceeds the specifications outlined in the bid package. The proposed **QL-RamanGuard System** is designed to provide rapid, accurate, and non-destructive identification of unknown substances, supporting law enforcement and public safety operations with dependable field performance.

We appreciate your consideration and remain available to provide any additional information or technical clarification required to support the Owner's evaluation of our quotation.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Kalkan", written over a horizontal line.

Dr. Erol Kalkan, P.E.
Chief Executive Officer
QuakeLogic Inc.



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SAM UEI: MB76MQ25YNP5 **CAGE:** 8EQM1 **EIN:** 84-2998411

MAR 25 2026





Technical Proposal

Solicitation Title: Request for Quotation – Handheld Raman Spectrometer

Solicitation No.: 10C-2026

Issuing Agency: Price City Police Department

Location: Price, Utah

Table of Contents

1. CERTIFICATIONS AND REPRESENTATIONS.....	5
2. EXECUTIVE SUMMARY	6
3. COMPLIANCE MATRIX.....	10
4. DELIVERY AND WARRANTY	11
5. EQUIPMENT OVERVIEW	16
6. QUALIFICATIONS.....	20
7. COMMERCIAL OFFER.....	21
8. RECENT PROJECTS	22
9. TECHNICAL SUPPORT AFTER WARRANTY PERIOD	24
10. AVAILABILITY OF SPARE PARTS	25

1. Certifications and Representations

QuakeLogic Inc. hereby certifies that all information provided in this Quote Submission for Solicitation No. 10C-2026 for the supply of a Handheld Raman Spectrometer System is true, accurate, and complete as of the date of submission.

Company Information:

- **Company Name:** QuakeLogic Inc.
- **Mailing Address:** 4010 Foothills Blvd., Suite 103/194, Roseville, CA 95747
- **Factory & Warehouse Address:** 2008 Opportunity Dr., Suite 130, Roseville, CA 95678
- **State of Incorporation:** State of California
- **Federal Tax Identification Number (EIN):** 84-2998411
- **Primary NAICS Code:** 333318 – Other Commercial and Service Industry Machinery Manufacturing

QuakeLogic Inc. further represents and certifies that:

- The company has not been suspended, debarred, or otherwise declared ineligible to participate in federal procurement programs within the United States.
- The company is registered in the System for Award Management (SAM) and complies with applicable federal acquisition regulations governing federal procurement.
- This quotation has been prepared independently and without collusion, consultation, communication, or agreement with any other offeror for the purpose of restricting competition.
- All statements, certifications, warranties, and representations contained herein are true and accurate as of the submission date and remain valid throughout the evaluation and award process for Solicitation No. 10C-2026.

2. Executive Summary

QuakeLogic Inc., a California-based engineering and technology firm specializing in advanced analytical instrumentation, field-deployable detection systems, and industrial-grade technical solutions, is pleased to submit this quotation for the supply and delivery of a **Handheld Raman Spectrometer System** in accordance with Solicitation No. 10C-2026 issued by the Price City Police Department.

This quotation presents the QuakeLogic **QL-RamanGuard Handheld Raman Spectrometer System**, a compact, fully integrated analytical platform designed to meet or exceed the specifications provided in the bid package. The system is engineered to provide rapid, accurate, and non-destructive identification of unknown substances while supporting reliable and consistent operation in law enforcement and public safety environments.

The QL-RamanGuard System utilizes a 785 nm laser excitation source with a spectral range of approximately 200–4000 cm^{-1} and resolution of $\leq 10 \text{ cm}^{-1}$, providing stable and efficient identification capability across a wide range of substances including narcotics, explosives, and hazardous chemicals. The system incorporates advanced spectral processing and identification algorithms to support accurate and repeatable results in field conditions.

The platform is designed for true handheld operation, enabling rapid screening and identification directly in the field, including the capability to analyze substances through sealed and opaque containers. The system features an integrated high-resolution camera for evidence capture, automatic date and time stamping, and multiple data export formats including CSV, SPC, and TXT to support documentation and reporting requirements.

Designed for law enforcement and public safety applications, the system combines ruggedized construction, intuitive user interface, and integrated data management capabilities to support efficient operation in demanding environments. The platform supports expandable spectral libraries with a minimum of 1,000 substances and user-defined additions, enabling adaptability to evolving operational requirements.

The QL-RamanGuard System includes all necessary components for immediate deployment, including rechargeable battery system, carrying case, and sample interfaces for liquid and solid materials. The system is engineered for reliable field operation with extended battery life, durable construction, and consistent analytical performance suitable for continuous operational use.

The QL-RamanGuard System enables end users to perform rapid, on-site identification of unknown substances in accordance with the requirements specified in the bid package. The system supports law enforcement, hazardous materials response, and public safety applications while providing reliable, repeatable, and high-confidence analytical performance in field environments.

The platform provides:

- Rapid, non-destructive identification capability using a 785 nm Raman laser excitation source
- Spectral range of approximately 200–4000 cm^{-1} with $\leq 10 \text{ cm}^{-1}$ resolution for accurate substance identification
- Capability to analyze substances through sealed and opaque containers for safe field operation
- Integrated spectral library with a minimum of 1,000 substances, including narcotics, explosives, and hazardous chemicals
- Expandable library allowing user-defined spectral additions for evolving operational requirements
- Built-in high-resolution camera with automatic date and time stamping for evidence documentation
- Data export functionality including CSV, SPC, and TXT formats for reporting and recordkeeping
- Portable handheld design with rechargeable battery supporting extended field operation
- Ruggedized construction suitable for law enforcement and public safety environments
- Carrying case, rechargeable battery system, and liquid/solid sample interfaces included for complete field deployment
- AC charging configuration compatible with U.S. electrical standards

System Components

- QL-RamanGuard Handheld Raman Spectrometer System (785 nm excitation)
- Integrated handheld analytical unit with spectral range of approximately 200–4000 cm^{-1} and $\leq 10 \text{ cm}^{-1}$ resolution
- Built-in high-resolution camera with automatic date and time stamping
- Integrated spectral library (minimum 1,000 substances) with user-expandable capability
- Rechargeable battery system supporting extended field operation
- Carrying case for secure transport and field deployment
- Liquid and solid sample interfaces for versatile substance analysis
- USB and wireless connectivity for data transfer and system integration
- Data export capability including CSV, SPC, and TXT formats
- Associated accessories, charging equipment, and standard operational components

Operational Capabilities

- Rapid, non-destructive identification of unknown substances in field environments
- Capability to analyze and identify materials through sealed and opaque containers
- Detection and identification of narcotics, explosives, and hazardous chemicals
- Real-time substance identification with integrated spectral matching algorithms
- Portable, handheld operation enabling on-site screening and analysis
- Built-in camera with evidence capture, including automatic date and time stamping
- Data export and reporting via CSV, SPC, and TXT formats
- Expandable spectral library supporting evolving operational requirements
- Reliable performance in law enforcement, public safety, and hazardous materials response environments

Support and Warranty

- Minimum one (1) year system warranty covering 100% parts and labor in accordance with bid requirements
- Optional extended warranty available for an additional one (1) year
- Standard technical documentation and operator manuals included
- Factory-new equipment supplied in full compliance with bid requirements

Delivery and Implementation

- FOB Destination (Price, Utah)
- One (1) day onsite operator training for personnel covering system operation, safety procedures, and routine maintenance
- Delivery timeline in full compliance with bid requirements (ARO)

3. Compliance Matrix

No.	Specification Requirement	QL-RamanGuard Response	Compliant	Comments
3.1	Supply of Handheld Raman Spectrometer (Brand Name or Equal)	One (1) QL-RamanGuard Handheld Raman Spectrometer System provided	✓	Meets RFQ scope requirement
3.2	Device Type	Handheld, portable Raman spectrometer for field use	✓	Fully compliant with handheld requirement
3.3	Laser Excitation	785 nm laser excitation source	✓	Matches required Raman wavelength
3.4	Spectral Range	Approx. 200–4000 cm^{-1}	✓	Meets required analytical range
3.5	Spectral Resolution	$\leq 10 \text{ cm}^{-1}$	✓	Meets resolution requirement
3.6	Through-Container Capability	Identifying substances through sealed and opaque containers	✓	Fully compliant with critical requirement
3.7	Built-in Camera	Integrated high-resolution camera	✓	Supports evidence capture
3.8	Timestamp	Automatic date and time stamping on results	✓	Meets documentation requirement
3.9	Data Export Formats	CSV, SPC, TXT export supported	✓	Fully compliant with RFQ requirement
3.10	Spectral Library	$\geq 1,000$ substances included	✓	Meets minimum requirement
3.11	Library Expansion	User-expandable spectral library	✓	Supports future updates
3.12	Detection Capability	Identification of narcotics, explosives,	✓	Meets law enforcement use-case

		and hazardous chemicals		
3.13	Battery Operation	Rechargeable battery, extended field operation	✓	Meets portability requirement
3.14	Accessories	Carrying case, rechargeable battery, liquid and solid sample interfaces included	✓	Fully equipped system
3.15	Training	One (1) day onsite training for personnel	✓	Meets RFQ training requirement
3.16	Documentation	Operator manual and technical documentation provided	✓	Meets documentation requirement
3.17	Warranty	Minimum one (1) year warranty, extended option available	✓	Fully compliant with RFQ
3.18	Equipment Condition	Factory-new equipment supplied	✓	No refurbished units
3.19	Delivery Method	FOB Destination delivery to Price, Utah	✓	Shipping included
3.20	Delivery Timeline	Delivery in accordance with RFQ requirements (ARO)	✓	Meets required delivery schedule

Conclusion

QuakeLogic Inc. confirms that the proposed **QL-RamanGuard Handheld Raman Spectrometer System** meets or exceeds all applicable functional and technical requirements outlined in Solicitation No. 10C-2026 and the specifications provided in the bid package. The proposed solution provides a reliable, high-performance analytical platform engineered to support rapid, accurate, and non-destructive identification of unknown substances in law enforcement and public safety applications.



The QL-RamanGuard System is designed to deliver consistent identification performance, high-confidence analytical results, and dependable operation in field environments. With its handheld form factor, through-container detection capability, integrated spectral library, and compliant data export functionality, the system supports efficient on-site substance identification while meeting the Owner's operational and technical requirements.

4. Delivery and Warranty

Delivery Location: Price City Police Department
432 West 600 South, Price, Utah

Delivery Timeline: In accordance with solicitation requirements (ARO), this timeline includes:

- System configuration and preparation
- Pre-shipment inspection and functional verification
- Packaging and shipment preparation
- Domestic freight coordination
- Final delivery scheduling to the designated Owner facility

Delivery Scope: Each QL-RamanGuard Handheld Raman Spectrometer System will be delivered factory-new, complete, and ready for operational use in accordance with the requirements of the bid. The scope includes:

- Secure packaging suitable for safe transportation
- FOB Destination delivery to Price, Utah in accordance with bid requirements
- Shipment tracking and logistics coordination
- Packing list and shipment documentation
- Delivery of all components required for full operation
- Pre-delivery configuration and factory testing

Installation & Commissioning: The proposed solution includes:

- Delivery of the QL-RamanGuard Handheld Raman Spectrometer System complete and factory configured
- System setup and operational readiness verification at the designated location
- Configuration of system software and data management functions
- Functional testing and performance verification

Upon completion of setup and verification, the system will be fully operational and ready for use.

Warranty Coverage

QuakeLogic Inc. provides warranty coverage consistent with the operational deployment of the QL-RamanGuard Handheld Raman Spectrometer System.

1. System Hardware Warranty

A minimum one (1) year system warranty is provided covering 100% parts and labor under normal operating conditions in accordance with bid requirements. Hardware warranty coverage includes:

- QL-RamanGuard handheld Raman spectrometer unit
- Integrated optical and laser components
- Built-in camera and imaging system
- Internal electronics and control modules
- Rechargeable battery system and charging components
- Data interface and communication modules
- Standard cables and connection components

2. Software & System Coverage

- Embedded Raman analysis and identification software
- System control and data management software
- Spectral library database and management tools
- Technical documentation and operational manuals
- Software functionality provided with the system during the warranty period

Technical Support

During the warranty period, QuakeLogic Inc. will provide:

- Remote technical diagnostics and troubleshooting
- Email and telephone support during standard business hours
- Guidance for routine operation and maintenance
- Access to operational manuals and system documentation for the QL-RamanGuard Handheld Raman Spectrometer System

Optional extended service support may be made available upon request.

Included System Summary

Each proposed QL-RamanGuard Handheld Raman Spectrometer System includes:

- Handheld Raman spectrometer unit (785 nm excitation)
- Integrated spectral library (minimum 1,000 substances)
- Built-in high-resolution camera with timestamp capability
- Rechargeable battery system and charging equipment
- Carrying case for field deployment
- Liquid and solid sample interfaces
- USB and wireless connectivity for data transfer
- Data export capability (CSV, SPC, TXT formats)
- System accessories, connection components, and standard equipment
- User manuals and operational documentation

5. Equipment Overview

The QuakeLogic **QL-RamanGuard Handheld Raman Spectrometer System** is a commercial-grade analytical platform engineered for reliable operation in law enforcement, public safety, and field environments. The system is designed to support rapid, non-destructive identification of unknown substances while providing a stable and user-friendly platform suitable for continuous operational use.

The QL-RamanGuard System integrates a 785 nm Raman laser excitation source with a spectral range of approximately $200\text{--}4000\text{ cm}^{-1}$ and resolution of $\leq 10\text{ cm}^{-1}$, combined with an integrated spectral library of a minimum of 1,000 substances. The platform includes built-in substance identification algorithms, high-resolution camera with timestamp functionality, and compliant data export formats (CSV, SPC, TXT) to support accurate, documented analysis.

The system provides a compact, handheld, and professionally engineered platform suitable for on-site substance identification. With its ruggedized construction, rechargeable battery operation, through-container analysis capability, and integrated data management features, the QL-RamanGuard System supports dependable analytical performance in field conditions.

System Architecture

The QL-RamanGuard Handheld Raman Spectrometer System integrates the following core subsystems to support rapid substance identification, reliable field operation, and high-confidence analytical performance.

Laser & Optical System

The system utilizes a stabilized Raman laser excitation source operating at 785 nm, designed to deliver accurate and repeatable spectral measurements. Key characteristics include:

- 785 nm laser excitation source optimized for Raman spectroscopy
- Spectral range of approximately 200–4000 cm^{-1}
- Spectral resolution of $\leq 10 \text{ cm}^{-1}$ for precise substance identification
- Optimized optical path for efficient signal collection and analysis
- Capability to analyze substances through sealed and opaque containers
- Stable optical performance for consistent field measurements

This configuration enables accurate identification of unknown substances, including narcotics, explosives, and hazardous chemicals, in real-time field conditions.

Control & Computing Platform

The QL-RamanGuard System incorporates an integrated control and computing platform engineered for reliable operation and fast analytical processing. Core system specifications include:

- Embedded processing unit with integrated Raman analysis software
- Real-time spectral matching and identification algorithms
- Internal memory supporting data storage and analysis
- USB and wireless connectivity for data transfer and system integration
- Export functionality supporting CSV, SPC, and TXT formats

This architecture enables efficient data processing, rapid identification, and seamless integration into operational workflows.

Analytical Environment

The QL-RamanGuard System is designed for reliable operation in field and public safety environments. Key operational characteristics include:

- Handheld, portable design for on-site analysis
- Through-container detection capability for safe substance identification
- Integrated spectral library (minimum 1,000 substances)

- Expandable spectral database for future updates
- High-confidence identification of narcotics, explosives, and hazardous chemicals
- Ruggedized construction suitable for field deployment

This configuration supports rapid, non-destructive identification while maintaining consistent analytical performance under real-world conditions.

Software Platform & Data Management

The QL-RamanGuard System utilizes an embedded software platform to support system operation and data management. The platform supports:

- Automated substance identification and spectral matching
- Data export in CSV, SPC, and TXT formats
- Report generation with integrated results and spectral data
- User-expandable spectral library management
- Secure data handling and storage

Control & User Interface

The system is designed for intuitive operation suitable for trained law enforcement personnel. Control features include:

- Integrated touchscreen interface for system control
- Built-in high-resolution camera for evidence capture
- Automatic date and time stamping of results
- Simple, one-touch operation for rapid field analysis
- Real-time display of identification results and spectral data

Environmental & Operational Considerations

- Designed for field, law enforcement, and public safety environments
- Operates reliably within standard outdoor and indoor temperature ranges
- Rechargeable battery supporting extended field use
- Ruggedized construction for mobility and durability
- Portable configuration eliminating need for fixed installation

The QL-RamanGuard Handheld Raman Spectrometer System is engineered for mobile deployment, enabling rapid and reliable substance identification in operational environments requiring immediate analytical capability.

System Components & Configuration

- Handheld Raman spectrometer unit (785 nm excitation)
- Integrated spectral library (minimum 1,000 substances)
- Built-in high-resolution camera with timestamp capability
- Rechargeable battery system and charging equipment
- Carrying case for transport and field deployment
- Liquid and solid sample interfaces
- USB and wireless connectivity for data transfer
- Data export functionality (CSV, SPC, TXT formats)
- Standard accessories, connection components, and operational equipment

6. Qualifications

QuakeLogic Inc. is a California-based engineering and technology company specializing in the integration, configuration, and delivery of advanced analytical instrumentation, field-deployable detection systems, and engineered technical solutions for public institutions, law enforcement agencies, and government-related organizations within the United States and internationally.

The company provides technically integrated solutions that combine precision analytical hardware systems, embedded software platforms, structured deployment planning, and coordinated logistics execution. QuakeLogic's experience includes the delivery of engineered systems requiring technical configuration, documentation, regulatory alignment, and post-delivery technical support.

QuakeLogic Inc. applies structured project coordination, system validation protocols, and controlled deployment processes to ensure reliable delivery of commercial-grade analytical equipment in field, laboratory, and institutional environments.

Core Capabilities

- Integration and configuration of handheld Raman spectrometer systems for law enforcement and public safety applications
- Deployment of field-based analytical and substance identification platforms
- System configuration, validation, and operational readiness verification
- Technical documentation development and user manual preparation
- System setup, operational verification, and user training
- Post-delivery technical support and troubleshooting assistance

7. Commercial Offer

Solicitation Title: RFQ – Handheld Raman Spectrometer

Submitted by: QuakeLogic Inc.

Date: March 25, 2026

Item No.	Description	Unit	Qty	Unit Price (USD)	Total (USD)
1	QL-RamanGuard Handheld Raman Spectrometer System (Complete System Package)	Each	1	\$29,895	\$29,895

TOTAL FIRM FIXED PRICE (DELIVERED): \$29,895 USD

Erol Kalkan
CEO
QuakeLogic Inc.



8. Recent Projects

QuakeLogic has successfully completed multiple projects involving the supply and installation of advanced simulators, testing machines, equipment, and monitoring systems:

List of Featured Clients in the US

- Ardagh Group
- ASIR Seismic
- Ball Manufacturing
- BDI
- Benchmark Space Systems
- Caltech
- California Department of Water Resources
- Central Washington University
- City of Anaheim
- Coach Glass
- Cooper Union University
- Colorado State University
- Cornell University
- Cummins Inc.
- Desert Research Institute
- Droplet Measurements LLC
- Engineered Equipment
- EV Charge Solutions
- Florida Polytechnic University
- Georgia Tech
- Harvard University
- Harvest Petroleum Corporation
- Helix Electric
- Hope College
- Kiewit Infrastructure West
- Lehigh University
- Marathon Petroleum Corporation
- Marvel Electronics
- Metropolitan Acoustic
- Missouri University of Science and Technology
- Nevada Department of Transportation

- New Mexico Tech University
- NOKIA
- North Carolina Agriculture and Technology University
- Pennsylvania State Dept. of Corrections
- Rowan University
- Seattle University
- Somner School District of Tennessee
- Southern Illinois University
- Southern Utah University
- Stevens Institute of Technology
- SONOCO
- Texas A&M University
- University of California Berkeley
- University of California San Diego
- University of Houston
- University of Missouri
- University of Nevada Las Vegas
- University of Nevada Reno
- University of New Hampshire
- University of Texas Rio Grande
- University of Texas Arlington
- University of Texas Austin
- University of Washington
- United States Geological Survey
- **U.S. Air Force**
- U.S. National Park Service
- **U.S. Navy**
- Utility.com
- Yale University
- Virginia Tech

A comprehensive list of QuakeLogic's clients across more than 25 countries—including universities, businesses, and government agencies—can be found at:

- https://quakelogic.net/GOV/QuakeLogic_narrative_capability.pdf
- <https://products.quakelogic.net/references/>

9. Technical Support After Warranty Period

Following the expiration of the standard warranty period, QuakeLogic Inc. will continue to provide professional technical support services for the **QL-RamanGuard Handheld Raman Spectrometer System** to support long-term reliability, operational continuity, and system availability. Post-warranty technical support services include:

- Remote diagnostics and troubleshooting (software and system-level issues)
- Assistance with system configuration and operational setup
- Guidance for system maintenance, component replacement, and upgrades
- Support via email and phone during standard business hours
- Optional extended support agreements (annual or multi-year) available upon request

Support services after the warranty period are offered at commercially reasonable rates or under optional maintenance/support contracts, depending on the end user's operational requirements.

10. Availability of Spare Parts

QuakeLogic Inc. maintains long-term availability of spare parts and replacement components for the **QL-RamanGuard Handheld Raman Spectrometer System** to support sustained operation in law enforcement and public safety environments.

Spare parts support includes:

- Raman laser source and associated optical components
- Optical system components including filters, lenses, and detection modules
- Integrated camera and imaging components
- Electronic control modules and internal processing components
- Rechargeable battery system and charging components
- Data interface and communication modules
- Cables, mounting hardware, and connectivity components

Spare parts and replacement components will remain available for a minimum of five (5) years from the date of final system delivery, subject to supplier availability of third-party components. In cases where specific components are discontinued by original manufacturers, functionally equivalent or upgraded replacements will be provided to ensure continued system functionality and compatibility.



QL-RamanGuard

HANDHELD RAMAN SPECTROMETER SYSTEM



QL-RamanGuard

HANDHELD RAMAN SPECTROMETER SYSTEM

- The QL-RamanGuard Handheld Raman Spectrometer System is a portable, high-precision chemical identification solution designed for rapid and non-destructive analysis in field environments.
- Utilizing advanced 785 nm laser excitation technology, the system enables accurate identification of unknown substances, including narcotics, explosives, and hazardous chemicals, without direct sample contact.
- QL-RamanGuard is capable of analyzing substances through sealed and opaque containers, ensuring safe and efficient screening while minimizing exposure risks for operators.
- Equipped with an integrated spectral library and high-resolution imaging capability, the system supports reliable identification, evidence documentation, and data export for further analysis.
- With its rugged handheld design and extended battery operation, QL-RamanGuard is optimized for law enforcement, border control, hazardous material response, and security applications.

KEY FEATURES

- 785 nm laser excitation optimized for Raman spectroscopy
- Spectral range of 200–4000 cm^{-1} with $\leq 10 \text{ cm}^{-1}$ resolution
- Non-destructive analysis through sealed and opaque containers
- Detection of narcotics, explosives, and hazardous chemicals
- Integrated spectral library ($\geq 1,000$ substances, expandable)
- Built-in high-resolution camera with date/time stamping
- Data export support (CSV, SPC, TXT formats)
- Portable handheld design for field operations
- Rechargeable battery for extended usage
- Ruggedized construction for harsh environments
- Includes carrying case and sample interfaces (liquid/solid)
- Onsite operator training (1 day)
- Minimum 1-year comprehensive warranty

SYSTEM CONFIGURATION

- System Type → Handheld Raman Spectrometer
- Excitation Source → 785 nm Laser
- Spectral Range → 200–4000 cm^{-1}
- Spectral Resolution → $\leq 10 \text{ cm}^{-1}$
- Detection Capability → Narcotics / Explosives / Hazardous Chemicals
- Library → $\geq 1,000$ substances (expandable)
- Imaging → Integrated high-resolution camera
- Data Output → CSV / SPC / TXT
- Power → Rechargeable battery
- Design → Portable handheld rugged unit

Application Areas



Law enforcement and narcotics detection

Border control and customs inspection

Hazardous material identification

Military and security operations

Emergency response and field analysis

System Advantages



Rapid and non-destructive substance identification

Safe analysis through sealed containers

High accuracy with advanced Raman technology

Portable and field-ready design

Integrated data capture and reporting capability



Connect with QuakeLogic – QL-RamanGuard

Corporate Headquarters

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Direct access for executive
consultations and priority support.

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5 PM PST

Strategic Inquiries

sales@quakelogic.net

For handheld Raman
spectrometers, chemical
identification solutions, field
analysis applications, and security
& forensic detection projects.

Our Unwavering Commitment to Operational Excellence

Certified Quality Assurance

Compliant with international
safety and operational standards,
ensuring reliable performance
and long-term system stability in
field environments.

Advanced Detection Performance

Delivering rapid and non-
destructive chemical
identification using advanced
Raman spectroscopy, enabling
accurate detection of unknown
substances with high precision.

Dedicated Client Success

Providing installation, system
integration, operator training, and
post-installation technical support
to ensure reliable operation and
long-term system performance.

Explore Our Complete Product Portfolio



Scan to Access Advanced Security Solutions

Discover how the QL-RamanGuard Handheld Raman Spectrometer System enables rapid, non-destructive identification of unknown substances in field environments.

Designed for safe analysis through sealed containers, the system detects narcotics, explosives, and hazardous chemicals with high accuracy.

Learn more about system capabilities and analytical solutions.

www.quakelogic.net



Certificate Of Registration

Awarded to

QUAKELOGIC INC.

at

4010 FOOTHILLS BLVD., SUITE 103/194, ROSEVILLE, CA 95747, USA

Quality Registrar Systems certify that the management system of the above organization has been audited and found to be in compliance with the QRS & ISO standard requirements for registration of the management system standard detailed below:

ISO 9001:2015

Quality Management Systems

Scope of work

DESIGN, DEVELOPMENT, MANUFACTURING, INTEGRATION, SALES, INSTALLATION, AND SERVICING OF SEISMIC AND GEOPHYSICAL, ENVIRONMENTAL MONITORING SYSTEMS, LABORATORY AND INDUSTRIAL TESTING EQUIPMENT, AUTOMATED AND MECHATRONIC SYSTEMS, AND ASSOCIATED HARDWARE AND SOFTWARE SOLUTIONS, INCLUDING DATA ACQUISITION, ANALYSIS, REPORTING, TECHNICAL SUPPORT, TRAINING, AND MAINTENANCE SERVICES

EA 34

Certificate No: AQU5-10006

Originally Registered: 23 JAN 2026

Latest Issue: 23 JAN 2026

Valid up-to: 22 JAN 2027

SURV. AUDIT ON OR BEFORE: 22 DEC 2026

RE-CERTIFICATION DUE ON: 22 JAN 2029

Quality Registrar Systems



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This certificate is only valid when confirmed by the Register listed in Quality Registrar Systems (qrsyst.com)



Certificate Of Registration

Awarded to

QUAKELOGIC INC.

at

4010 FOOTHILLS BLVD., SUITE 103/194, ROSEVILLE, CA 95747, USA

Quality Registrar Systems certify that the management system of the above organization has been audited and found to be in compliance with the QRS & ISO standard requirements for registration of the management system standard detailed below:

ISO 14001:2015

Environmental Management Systems

Scope of work

DESIGN, DEVELOPMENT, MANUFACTURING, INTEGRATION, SALES, INSTALLATION, AND SERVICING OF SEISMIC AND GEOPHYSICAL, ENVIRONMENTAL MONITORING SYSTEMS, LABORATORY AND INDUSTRIAL TESTING EQUIPMENT, AUTOMATED AND MECHATRONIC SYSTEMS, AND ASSOCIATED HARDWARE AND SOFTWARE SOLUTIONS, INCLUDING DATA ACQUISITION, ANALYSIS, REPORTING, TECHNICAL SUPPORT, TRAINING, AND MAINTENANCE SERVICES

EA 34

Certificate No: AQUUS-20002

Originally Registered: 23 JAN 2026

Latest Issue: 23 JAN 2026

Valid up-to: 22 JAN 2027

SURV. AUDIT ON OR BEFORE: 22 DEC 2026

RE-CERTIFICATION DUE ON: 22 JAN 2029

Quality Registrar Systems



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WORLDWIDE CERTIFICATION

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Certificate Of Registration

Awarded to

QUAKELOGIC INC.

at

4010 FOOTHILLS BLVD., SUITE 103/194, ROSEVILLE, CA 95747, USA

Quality Registrar Systems certify that the management system of the above organization has been audited and found to be in compliance with the QRS & ISO standard requirements for registration of the management system standard detailed below:

ISO 45001:2018

Occupational Health and Safety Management Systems

Scope of work

DESIGN, DEVELOPMENT, MANUFACTURING, INTEGRATION, SALES, INSTALLATION, AND SERVICING OF SEISMIC AND GEOPHYSICAL, ENVIRONMENTAL MONITORING SYSTEMS, LABORATORY AND INDUSTRIAL TESTING EQUIPMENT, AUTOMATED AND MECHATRONIC SYSTEMS, AND ASSOCIATED HARDWARE AND SOFTWARE SOLUTIONS, INCLUDING DATA ACQUISITION, ANALYSIS, REPORTING, TECHNICAL SUPPORT, TRAINING, AND MAINTENANCE SERVICES

EA 34

Certificate No: AQUIS-30002

Originally Registered: 23 JAN 2026

Latest Issue: 23 JAN 2026

Valid up-to: 22 JAN 2027

SURV. AUDIT ON OR BEFORE: 22 DEC 2026

RE-CERTIFICATION DUE ON: 22 JAN 2029

Quality Registrar Systems



QUALITY REGISTRAR SYSTEMS

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WORLDWIDE CERTIFICATION

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WE GOT YOUR SIX

HANDHELD SPECTROMETER BID RESPONSE

Price City Police Department

Project #10C-2026

Submitted by Silent 6 LLC

Joel Teuber

March 2026

Metrohm TacticID-1064 ST Basic Package

Handheld Raman Spectrometer

Bid 2 of 2



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Table of Contents

1. Cover Page	1
2. Table of Contents	2
3. Cover Letter	3
4. Advantages & Technical Capabilities	4–5
1064 nm Raman Technology	
Officer Safety Features	
Health & Safety Information	
Mixture Analysis	
Camera & Documentation Features	
User Interface	
Reporting	
Accessories	
Library & Expandability	
Ruggedness	
Connectivity & Data Management	
5. RFP Compliance Matrix	6
6. Exceptions / Clarifications	7
7. Support, Maintenance, Repairs	7
8. Company Experience & Past Performance	8
9. Pricing Quote	9
10. Accessories	10
11. Training Plan	11
12. Warranty Information	12
13. Delivery Timeline	12

Attachments

Attachment A – Product Brochure (5 pages) A



Price City Police Department,

Silent 6 LLC respectfully submits this proposal for the Handheld Spectrometer project. We are proposing the Metrohm TacticID®-1064 ST Basic Package, a field-proven handheld Raman analyzer utilizing a 1064 nm laser to deliver reliable identification in both field and laboratory environments.

The TacticID®-1064ST is specifically engineered for use by law enforcement personnel, hazardous materials teams, bomb squads, and clandestine lab investigators, providing rapid and accurate identification of unknown substances encountered in real-world conditions. Its advanced 1064 nm laser significantly reduces fluorescence, allowing for clear analysis of difficult samples, including those that are dark, impure, or highly colored.

A key advantage of this system is its “see-through” capability, allowing non-destructive analysis through both **opaque** and transparent packaging such as plastic baggies, vials, bottles and containers. This minimizes the need for direct sample handling and enhances operational safety.

This solution exceeds the stated minimum requirements and is purpose-built to improve officer safety, accelerate decision-making in the field, and strengthen overall investigative capabilities.

Sincerely,

Joel Teuber
Owner, Silent 6 LLC



Advantages and Technical Capabilities

1064 nm laser

Delivers reliable identifications even on difficult street samples—the 1064 nm laser dramatically reduces fluorescence, enabling clear, defensible results on dark, impure (street-cut), or highly colored materials. This ensures field teams can identify real-world samples quickly without the delays or inconclusive readings common with 785 nm handhelds.

Officer Safety Features

See-through technology allows analysis through opaque and transparent packaging and containers—minimizing direct contact and reducing exposure to hazardous substances.

Health & Safety Information

Immediate hazard awareness notifications to protect responders. Color-coded results include GHS and NFPA704 safety data, enabling personnel to make fast, informed decisions on PPE, evacuation, containment, and decontamination.

Mixture Analysis

Recognize complex mixtures with actionable component analysis. The system separates and identifies multiple components within adulterated or combined materials, giving officers clarity on both the substances present and the associated hazard level.

Camera & Documentation Features (13 MP camera, digital notepad, GPS)

Photos, GPS location, case numbers, and custom notes captured with each scan to support complete, traceable documentation for court.

User Interface

Fast, friendly operation. The high-brightness touchscreen paired with hard buttons provides intuitive use even in full PPE. Agencies minimize training time and maximize the number of responders who can confidently operate the device.



Advantages and Technical Capabilities Continued

Reporting

Instant PDF reports that support evidence handling. Built-in report generation with images, metadata, and safety guidelines ensures each scan is fully documented and ready for case files, inter-agency sharing, or courtroom presentation.

Extensive & Customizable Library (2,800+ substances)

Includes the Metrohm Illicit and General Chemicals Raman Library, covering drugs, TICs, TIMs, precursors, and general chemicals.

Ruggedness

Built for harsh field environments. The IP68 rating, MIL-STD-810G and MIL-STD-810H drop/vibration testing ensure dependable operation in rain, dust, extreme temperatures, and high-stress response conditions reducing downtime and replacement costs.

Connectivity & Data Management

Flexible options for secure data transfer and report handling. Multiple connectivity methods allow users to quickly download, share, and integrate scan results without relying on specialized systems or fixed workstations.

- **USB Thumb Drive:** Export results directly as PDF or CSV files for immediate attachment to case reports—no dedicated software required
- **Direct USB Connection:** Fast, reliable transfer from device to computer
- **WiFi Connectivity:** Wireless download and sharing of reports in the field or office
- **Bluetooth Transfer:** Convenient short-range data transfer to compatible devices



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RFP Compliance Matrix

#	Requirement	Specification	Compliance
1	Opaque scanning	Scan through opaque containers	Meets
2	Download / Formats	CSV / SPC / TXT	Does not natively output TXT; supports CSV, SPC, and PDF formats. TXT conversion available
3	Time/Date Stamp	—	Meets
4	Camera	Built-in	Meets – 13MP
5	Protective Carrying Case	Ruggedized	Meets
6	Battery	Rechargeable	Exceeds-Swappable (with optional additional battery)
7	Library	1000+	Exceeds– 2800+ included, expandable
8	Accessories	Included	Yes – See below
9	Training	On-site	Exceeds – on-site training for up to 12 personnel and online training
10	Warranty	2-year	2-year manufacturer warranty included



Exceptions and Clarifications

1. Download Formats, CSV, SPC, or TXT
 - a. Our device will download to CSV, SPC and PDF formats.
 - i. The proposed solution provides results in PDF format, which meets and exceeds the intent of this requirement. PDF is an industry-standard, non-editable format that preserves data integrity, maintains formatting, and supports secure distribution. It is widely accepted across law enforcement, forensic, and judicial environments for reporting and courtroom presentation, making it more suitable for evidentiary use than plain text files. In addition, data can be exported or converted to TXT or other formats if required, ensuring full compatibility with agency data management needs.

Support, Maintenance and Repairs

Silent 6 provides responsive first-tier support, including software updates, configuration assistance, and calibration guidance, delivered remotely to minimize downtime and keep systems operational in the field.

For issues requiring advanced diagnostics or repair, units must be returned to the manufacturer. Due to the sensitive nature of the equipment, all repairs and recalibration are performed under controlled conditions to ensure proper testing, certification, and continued evidentiary integrity.



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Company Experience & Past Performance

Silent 6 LLC is a law enforcement-focused technology provider supplying surveillance and investigative solutions across the western United States. The company was founded by a police veteran with 29 years of operational and surveillance experience and a Certified Technical Investigator (CTI) background.

Silent 6 specializes in addressing critical agency needs, including resource constraints, officer safety, and the collection of reliable, courtroom-defensible evidence. The company supports agencies across multiple jurisdictions in both urban and rural environments.

Core capabilities include:

- Narcotics and hazardous substance identification technologies
- Covert surveillance and tracking systems
- Law enforcement training and deployment strategies

Quality Assurance

All solutions are evaluated through real-world operational use to ensure reliability in the field. Silent 6 partners exclusively with established manufacturers whose products meet stringent standards for durability, ease of deployment, and evidentiary integrity.

Support and Implementation

Silent 6 works directly with agencies to identify, deploy, and support mission-specific technologies. Training and ongoing support are provided to ensure effective implementation and long-term success. These solutions enhance officer safety, improve operational efficiency, reduce liability, and strengthen investigative outcomes.

References available upon request.



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Pricing Quote

Item	Description	Price
TacticID-1064 ST Basic Package	1064 nm handheld Raman Spectrometer for field & laboratory identification of illicit and hazardous substances. Metrohm Illicit and General Chemicals Raman Library includes drugs, TICs, TIMs, precursors, and general chemicals. See Attachment A	\$39,105
Shipping	Standard shipping and handling	\$70.00
Subtotal (Equipment + Shipping)		\$39,175

Standard Plus Startup Support Package (2-Year Coverage)

Item	Description	Price
Standard Plus Startup Support Package	Certification, training, technical support, and software services	\$2,999.00

Included Services:

- Instrument certification at time of shipment
- On-site user training for up to 12 users
- Online training access (2 years)
- Technical support and repairs, including shipping (2 years)
- Unlimited reachback support (2 years)
- Software and library updates (2 years)
- 25% discount on annual recertification (year 2)

Grand Total \$42,174

Note: Pricing does not include applicable sales tax.



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Accessories Included

See-Through Attachment allows for analysis through transparent and **opaque** materials

General Attachment

Polystyrene Attachment for validation

Rugged Carry Case

Cables & power supply

Laser safety goggles

Optional Accessories

-Right-Angle Adapter for hands free analysis

-Vial Holder Adapter to identify powders or liquids in a vial

-SWD Adapter – short working distance attachment

-LWD Adapter – long working distance attachment

-Immersion Probe – Identify unknowns in hard-to-reach places by contact or immersion

-Large Bottle Adapter with long working distance suitable for thick amber glass bottles



Training Plan

Silent 6 LLC will provide a comprehensive in-person training program to ensure successful deployment:

Phase 1 – Initial Setup:

- Device setup and configuration
- User account setup and permissions

Phase 2 – Operator Training:

- Hands-on operation
- Sampling techniques (powders, liquids, through-container)
- Interpretation of results and safety indicators

Phase 3 – Advanced Use:

- Report generation and data export
- Evidence handling best practices
- Troubleshooting and maintenance

Training Delivery:

- On-site training for up to 12 personnel
- Online training modules included



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Warranty Information

The system includes a standard manufacturer warranty covering 100% parts and labor. First-tier support is provided remotely. If on-site or local repair is not feasible, units are serviced through the manufacturer to ensure proper calibration, testing, and certification. Optional extended warranty coverage is available and can be provided upon request.

Delivery Timeline

- Order Processing: Within 2–3 business days of purchase order receipt
- Delivery: FOB Destination to Price City Public Works Complex
- Total Estimated Delivery Time: 2–4 weeks from order

Silent 6 LLC will coordinate closely with Price City to ensure timely delivery and deployment.

Submitted by:

Joel Teuber
Owner, Silent 6 LLC

Signature: _____

Date: _____

Joel Teuber
3-24-26



Metrohm TacticID- 1064 ST

Transform on-site
chemical identification
with precision and speed

PEOPLE
YOU
CAN
TRUST

Attachment A

 **Metrohm**

Enhanced efficiency

Empower your team to do more

The compact size and ergonomic design of the Metrohm TactiD-1064 ST maximizes operator efficiency to reduce investment in personnel and equipment. This advanced handheld Raman system combines portability with ease of use to provide fast answers in the field. TactiD-1064 ST is designed to keep you moving forward, even in the most demanding situations.

KEY FEATURES

- 1064 nm See-Through Capability
- Immersion Probe
- HazMat/G3
- Single-Handed Use
- Large Libraries
- Tactile Keys and Touchscreen
- Smart Attachments



SEE TactiD-1064 ST IN ACTION

SWAPPABLE BATTERIES

Swappable batteries minimize downtime and maintain your workflow. Experience the confidence of carrying a tool that makes every job easier. TactiD-1064 ST is a reliable partner that keeps up with you, no matter how challenging the environment.

ERGONOMICS

TactiD-1064 ST puts lab-quality results in the palm of your hand. Well-designed ergonomics enable operators to perform tasks efficiently in both field and lab settings. The compact form factor boosts overall efficiency through enhanced comfort, quick deployment, and improved handling.

Any sample, anywhere

SEE OUR SAMPLING
ACCESSORIES
IN ACTION



Unmatched chemical
identification in any
environment

Breakthroughs happen when you can measure what others cannot. With the TactiClD-1064 ST, you can safely explore and analyze without limitation. The TactiClD-1064 ST is the first 1064 nm Raman system capable of see-through analysis, allowing users to identify the contents of containers without opening them. This capability benefits many applications, from hazardous material identification to quality control in manufacturing.

Smart See-Through
Attachments for
enhanced safety

TactiClD-1064 ST performs sample analysis through manufacturer packaging, paper, multiple layers of mixed materials, and highly-colored materials like nylon and amber glass. The device automatically recognizes Smart Attachments, which can be exchanged quickly for different types of containers.



SEE-THROUGH ATTACHMENT

Large spot size and sampling depth for see-through capability. Prevents burning of dark colored samples.



GENERAL ATTACHMENT

Point-and-shoot attachment for TactiClD systems.

POLYSTYRENE ATTACHMENT

ASTM standard for instrument calibration.



LONG WORKING DISTANCE ATTACHMENT

Long distance point-and-shoot attachment with a bottle adaptor.



SHORT WORKING DISTANCE ATTACHMENT

Short distance point-and-shoot attachment for TactiClD systems.



RIGHT-ANGLE ATTACHMENT

Conveniently measure samples on a flat surface.



IMMERSION PROBE

Make non-contact measurements on solids or liquids.



VIAL HOLDER

Securely test the contents of glass vials.



Accuracy – when it counts

Make faster decisions with confidence!

TactiD-1064 ST from Metrohm redefines chemical analysis with lightning-fast results. Its vast, specialized Raman libraries empower you to identify a wide spectrum of chemicals with unmatched accuracy. Quickly find threats hidden inside containers and packages. TactiD-1064 ST's efficiency and accuracy ensure timely and reliable data – from routine quality checks to high-pressure scenarios.



DISCOVER THE
POWER OF
TactiD-1064 ST

CONFIDENCE UNDER PRESSURE

When stakes are high, you need to know that you are making the right call. TactiD-1064 ST delivers the accuracy and speed you need to act with certainty, every time.

COMPREHENSIVE LIBRARY

TactiD-1064 ST utilizes the most extensive Raman library available from an instrument manufacturer, with over 26,000 compounds. Sub-libraries provide flexible and rapid identification for first responders, industrial chemists, quality control departments, and other professionals.

ENHANCED DECISION MAKING

Trust in the TactiD-1064 ST to deliver precise results when they matter most. In critical moments, you need a partner that helps you make the right decisions swiftly and accurately, giving you peace of mind and control.

HAZMASTERG3

In the field, you need informed identification of substances. Instantly link your data to the proven HazMasterG3 software on the device and get additional, vital information on the substance you are facing. Take immediate action without losing valuable time.

AVAILABLE PACKAGES

29530020

Advanced Package TacticID-1064 ST

Includes the following Smart Attachments:

- See-Through
- Short working Distance
- Vial Holder
- Long Working Distance
- General
- Right Angle
- Polystyrene
- Immersion Probe

Also includes:

Lithium-ion battery, power supply with international and car adapters, TacticID series carrying case, accessory pouches, 1064 nm laser goggles, USB-C to USB-A cable, wrist strap.

29530010

Basic Package TacticID-1064 ST

Includes the following Smart Attachments:

- See-Through
- General
- Polystyrene

Raman Libraries by Metrohm for Metrohm

66079000

Metrohm Comprehensive Raman Library

66079010

Metrohm Illicit and General Chemicals Raman Library

66079070

TDL-EXP: Explosives Library

66079080

TDL-XM-CWA: CWA Library

Thermo Scientific Portable Analytical Instruments
2 Radcliff Rd
Tewksbury, MA

March 20th, 2026

John Boyd
Price City, UT
Public Works

Re: Price City Police Department Handheld Spectrometer Bid

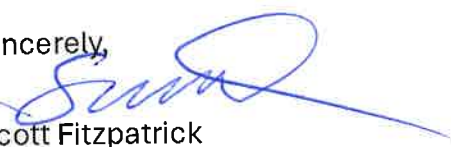
Greetings Mr. Boyd,

Thank you for allowing us the opportunity to submit a bid proposal.

1. Our TruNarc Delta meets all specs except one. We take exception to line 4, Built in Camera. The TruNarc Delta does not have a built in camera.
2. Thermo offers Depot Repair in Tewksbury, MA. We offer a loaner system in the event yours need service. We take exception to the "local or onsite" requirement.

I've included our manual, quick start guide, and list of our 1500+ on-board library items on a USB thumb drive.

Sincerely,



Scott Fitzpatrick
Regional Sales Manager
Cell: 979-777-2874
Scott.fitzpatrick@thermofisher.com

Sales Quotation

Thermo Scientific Portable
Analytical Instruments Inc.

2 Raddliff Rd
Tewksbury, Massachusetts 01876
United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00498569	03/20/2026	ARO	1 / 9
Contact:	Phone	Payment Term	Valid To
Scott Fitzpatrick	(979) 777-2874	Net 30	06/25/2026
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Submitted To:

Brandon Ratcliffe
Captain
Price Police Department
910 No 700 E
Price, Utah 84501
United States

Phone: 435.636.3002
Email: brandonr@priceutah.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC
INSTRUMENTATION

To Place an Order:

Contact: Scott Fitzpatrick
Phone: 979-777-2874
Fax:
Email: scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-06891-01	TruNarc Delta,1 Year Warranty,Train 12,English	USD 30,685.00	1.00	USD 30,685.00
TruNarc Delta Model with 1 year of warranty. Warranty includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.					
2.00	810-03251-01	TruNarc Solution Kit (Type H2) - 100, English	USD 0.00	1.00	USD 0.00
TruNarc Solution Kit (Type H2) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Methanol. Note that because of the Methanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H2 sticks is approximately one year from shipment.					

Total: USD 30,685.00

Excludes Taxes and Import Fees

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Fully Insured 2nd Day Federal Express delivery in U.S., Canada, and Puerto Rico

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: **ThermoFisher**
SCIENTIFIC

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

E-mail to:
PAIglobalcustomerservice@thermofisher.com

Fax to: 1-877-680-2568

Order Processing Address:
scott.fitzpatrick@thermofisher.com
Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:
Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

Price Police Department
910 No 700 E
Price, Utah 84501
United States

Ship to:

Price Police Department
910 No 700 E
Price, Utah 84501
United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE Last revised October 2025

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1.

GENERAL. Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2.

PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, including without limitation in the event of any significant change of foreign currency exchange rate, tariffs, or other applicable laws, regulations, or policies, which are not part of Seller's original price quotation. In the event Buyer does not agree to such price adjustment within five (5) business days after an adjustment has been communicated to Buyer in writing, Seller has the right to terminate this Agreement (or any offer, quote, or transaction otherwise based upon these terms) unilaterally with no liability to Buyer. Such termination takes effect immediately upon Buyer's receipt of Seller's written notice of termination, and if other provisions of the Agreement are inconsistent with this clause, this clause shall prevail.

3.

TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4.

TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5.

DELIVERY CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of 14

Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6.

RETURN OF PRODUCTS/RESTOCKING CHARGE. Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7.

TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8.

WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to last revised 2025-10-15 repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1.

By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") arising out of third party claims (i) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2.

By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10.

SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related Last revised 2025-10-15 documentation provided hereunder and all copies and portions thereof

11.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12.

EXPORT RESTRICTIONS. Buyer acknowledges that the provision by Seller of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Seller or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Seller or Buyer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Seller shall not be liable to Buyer for any delay or failure to obtain the licenses or approvals that Seller reasonably believes are necessary. Buyer shall comply with all applicable export laws and regulations. Buyer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket or missile systems, or any restricted military purposes. Buyer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Buyer); and (ii) cooperate fully with Seller in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Buyer will ensure that the customers and end users to whom Buyer re-sells or transfers the Items agree in writing to the provisions of this Section and Buyer covenants to use its best efforts to enforce such provisions against customers and end users. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives. In addition, failure of Buyer to comply with this Section shall be a material breach of this Agreement and shall entitle Seller to immediately terminate this Agreement. Seller shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

13.

HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

14.

INSURANCE. Seller and Buyer will each carry and maintain, at their own expense, insurance to cover their obligations under this Agreement, which at a minimum shall include (1) commercial general liability (public liability) insurance including contractual liability coverage covering bodily injury and property damage with limits of not less than the equivalent of USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate; and (2) any other insurance required by law or regulation. Seller's commercial general liability policy shall include Buyer as an additional insured (to the extent such status is commercially available) only with respect to and to the extent of the insurable liabilities and obligations assumed by Seller under this Agreement.

15.

MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void; Buyer agrees that Seller may use subcontractors to fulfil all or a part of its obligations hereunder in Seller's sole discretion. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any confidentiality obligations imposed on Seller; any rights to items or services not specifically identified in Seller's quotation; any obligation that Seller's products or services conform to any requirement other than Seller's published specifications therefor; any audit rights, inspection (whether of products, documentation, or otherwise) rights, or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the CustomsTrade Partnership Against Terrorism, or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby, including without limitation any obligation Last revised 2025-10-15 of Seller to comply with any Federal Acquisition Regulation, Defense Federal Acquisition Regulation, or any other rule, regulation, or policy of any government entity that would only bind Seller by virtue of Seller's assent thereto, in each case regardless of whether identified as such; any obligation that Seller contract with any third party on any particular terms; any requirement that Seller inspect, audit, or otherwise oversee any third party; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer to return, or condition acceptance of, any products or services on any basis other than compliance with Seller's acceptance criteria; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation that Seller procure or maintain insurance coverage on any specific terms (including without limitation as to type, quality, amount, waiver of subrogation, or additional insureds); any requirement that Seller personnel bind themselves in their personal capacities; any requirement that Seller or its personnel execute any additional instrument as a condition to Seller's performance hereunder; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

16.

SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following: 5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to

perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following: 8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

17.

Customer acknowledges that the provision by Company of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Company or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Company or Customer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Company shall not be liable to Customer for any delay or failure to obtain the necessary licenses or approvals. Customer shall comply with all applicable export laws and regulations. Customer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Customer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket systems, or military purposes. Customer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Customer); and (ii) cooperate fully with Company in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Customer will ensure that the customers and end users to whom Customer re-sells or transfers the Items agree in writing to the provisions of this Section and Customer covenants to use its best efforts to enforce such provisions against customers and end users. Customer shall indemnify and hold Company harmless from, or in connection with, any violation of this Section by Customer or its employees, consultants, agents and/or representatives. In addition, failure of Customer to comply with this Section shall be a material breach of this Agreement and shall entitle Company to immediately terminate this Agreement; Company shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

18.

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state, and local taxes in addition to the price stated on this quotation.

· Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.

· All prices are quoted in USD

To keep you informed, we offer a convenient way to track your order status through our Order Lookup solution. Please visit <https://www.thermofisher.com/store/orders/solu/> to access real-time updates and stay up to date on your shipment.

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00498572	03/20/2026	ARO	1 / 9
Contact:	Phone	Payment Term	Valid To
Scott Fitzpatrick	(979) 777-2874	Net 30	06/25/2026
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Brandon Ratcliffe
Captain
Price Police Department
910 No 700 E
Price, Utah 84501
United States

Phone: 435.636.3002
Email: brandonr@priceutah.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC
INSTRUMENTATION

To Place an Order:
Contact: Scott Fitzpatrick
Phone: 979-777-2874
Fax:
Email: scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
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1.00	820-00445-01	TruNarc Essential Service Plan – 1 Year	USD 2,010.00	1.00	USD 2,010.00
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TruNarc Essential Service Plan provides manufacturer warranty coverage continuation, including:

- Technical support & remote diagnostics
- Depot Repair Services
- Labor and Parts
- Access to Customer Support Web Portal
- Online materials: user guides and training decks
- Free return shipping

Total: USD 2,010.00

Excludes Taxes and Import Fees

Fully Insured 2nd Day Federal Express delivery In U.S., Canada, and Puerto Rico

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.



PRICE CITY POLICE DEPARTMENT HANDHELD SPECTROMETER

March 18th, 2026

Price City
185 East Main Street
Price, Utah 84501

**ADVERTISEMENT FOR BIDS
HANDHELD SPECTROMETER
PRICE MUNICIPAL CORPORATION (Price City)**

Sealed Bid Proposals for a Handheld Spectrometer and associated equipment Project Number 10C-2026 will be received until April 1st, 2026 at 2:00 PM at the Price City Public Works Complex (Dome A), 432 West 600 South Price, Utah. Bids will be opened and read aloud at the Price City Public Works Complex (Dome A) on April 1st, 2026, at 2:00 PM bidding information can be obtained at the Price City Public Works at 432 W 600 S, Price, Utah. You can call (435)637-5010, or email johnb@priceutah.gov.

Published March 18th & 25th, 2026

BIDDER INFORMATION

1. The term "Owner" will refer to Price City. The term "Bidder" means one who submits a Bid directly to Owner.
2. Bid proposals are desired from licensed, reputable and experienced dealers in accordance with these specifications.
3. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade and shall be of quality workmanship and material. The equipment is to meet the following minimum specifications but is not limited to the features furnished by the manufacturer. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
4. The equipment shall be completely assembled, adjusted, tested and ready for continuous operation.
5. All parts not specifically mentioned but are necessary for the unit to be complete for operation or which are normally furnished as standard equipment, shall be furnished by the Bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
6. The unit provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and the current standards in effect and which are applicable to the unit furnished, at the date of acceptance.
7. It is the intent of the Owner to purchase goods, equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
8. Warranty must cover the entire unit (100% parts and labor with on site or local repair) and shall be provided for a minimum of 12 months from date of acceptance.
9. The Owner has the right to accept or reject any or all bid offers and to waive any informality or technicality in any bid proposal in the interest of the Owner.
10. The Owner will consider a bid in compliance with these specifications and any reasonable exceptions.
11. Requests for any clarification(s) or question(s) to this bid package must be submitted to the Owners Five calendar days prior to the closing of the bid. Any addenda will be issued through the Owner. Any clarification(s) and/or question(s) submitted after the deadline shall not be granted.
12. Any and all exceptions must be listed as stated in the **REQUIRED DOCUMENTATION** listed below.
13. Failure to comply with any of the requirements in these specifications will result in bid being declared non-responsive and shall result in rejection of the bid.
14. Bidding documents may be examined and obtained at the Price City Public Works Complex located at 432 West 600 South, Price, Utah. Price Municipal Corporation hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest, complete, experienced, responsible and reputable bidder, without discrimination on the grounds or race, color, religion, gender or national origin.

REQUIRED DOCUMENTATION

Price City Police Department
Handheld Spectrometer
10C- 2026

THIS PAGE MUST BE INCLUDED WITH YOUR BID

Notice To Bidders:

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidder is cautioned that any unit delivered to the FOB point, which does not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet or exceed the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

1. Bidder shall supply Required Documentation for Base Bid Item Handheld Spectrometer as listed below.
2. The Bidder shall include on separate sheets all supporting documents, as indicated below.
3. Indicate make and model for the new Handheld Spectrometer.
4. **Exceptions:** If the bidder cannot or chooses not to supply any item within the specification they will indicate by page number and specification number the reason(s) in detail as to why they can not or chose not to supply that item for the Base Bid. The Bidder may submit an option that includes a description and the reasoning why they feel a certain item may be added, change or altered and to be in the best interest of the Owner. **The Bidder shall submit a document that lists any exceptions or states no exceptions.**
5. Unit shall be delivered to the Price City Public Works Complex located at 435 West 600 South, Price, Utah.
6. The Bidder shall include on a separate sheet a list of all additional warranty for the Base Bid (including cost) provided by bidder or manufacturer.
7. Bidders are encouraged to supply any supporting documentation pertaining to the units being supplied.
8. All additional sheets as indicated shall be attached to these specifications.
9. Bidders that do not supply all required documentation will be considered non-responsive which shall result in rejection of their bid.

BASE BID

Handheld Raman Spectrometer

1. Have the capability to scan through opaque containers.
2. Download formats, CVS, SPC or TXT.
3. Time and Date stamp.
4. Built in camera.
5. Carrying case.
6. Rechargeable batteries and/or user replaceable.
7. Minimum 1000 Spectra Library, with capability to add future data.
8. List any accessories available on the unit that aren't listed above on a separate sheet bearing the bidder's letterhead.

TRAINING

Bidder will provide on-site training for up to 12 individuals.

Price City Police Department
Handheld Spectrometer
10C- 2026

UNIT DOCUMENTS AND ADDITIONAL PARTS

1. Bidder shall provide an operator's manual which includes start up procedure, checklist of data collection and shut down procedure.
2. If documentation is only available electronically then the Bidder shall supply Price City with all access to these electronic documents

WARRANTY

The unit must include a standard warranty providing 100% coverage for minimum of a full year. Bidders are required to submit an optional cost for an extended two-year total warranty (an extra year of coverage) on a separate sheet bearing the bidder's letterhead.

ACCEPTANCE

1. Unit will be subject to an acceptance inspection and performance testing upon receipt
2. If the unit does not comply with these specifications or fails the performance testing the unit will be declared as non-acceptable
3. Owner will notify Bidder within 15 days if the unit is declared non-acceptable and what is required from the Bidder to bring the unit into acceptance.
4. The Bidder is required to bring the unit into acceptance with 30 days after notification of non-acceptance by the Owner.
5. If after 30 days and the unit is not brought into acceptance the Owner shall cancel the order and the Bidder is responsible for any return shipping and handling for the unit delivered

PAYMENT

Invoice will not be approved for payment until all the requirements listed in these specifications have been met.

Type H kit for TruNarc

Solution kit enhances real-world ability of field-based analyzer

Key Words

Narcotics, fentanyl, heroin, Raman spectroscopy, fluorescence, field testing

Introduction

Many common controlled substances are easily identified with the Thermo Scientific™ TruNarc™ analyzer, using point-and-shoot analysis. Some substances, however, exhibit fluorescence or are present in very low concentrations. These target samples can present a challenge for Raman spectroscopy, requiring an additional step to ensure successful analysis.

Many of the most common controlled substances, such as cocaine and methamphetamine, are highly amenable to Raman spectroscopy and present few analysis challenges. The TruNarc analyzer has been successfully deployed for presumptive analysis of these and other suspected narcotics worldwide.

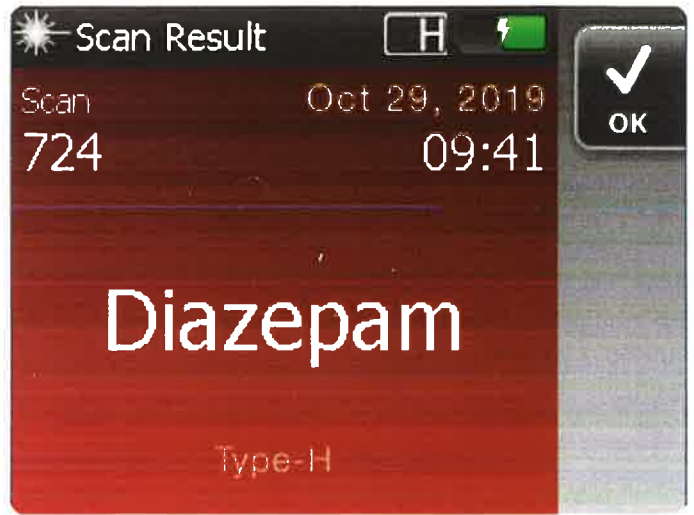
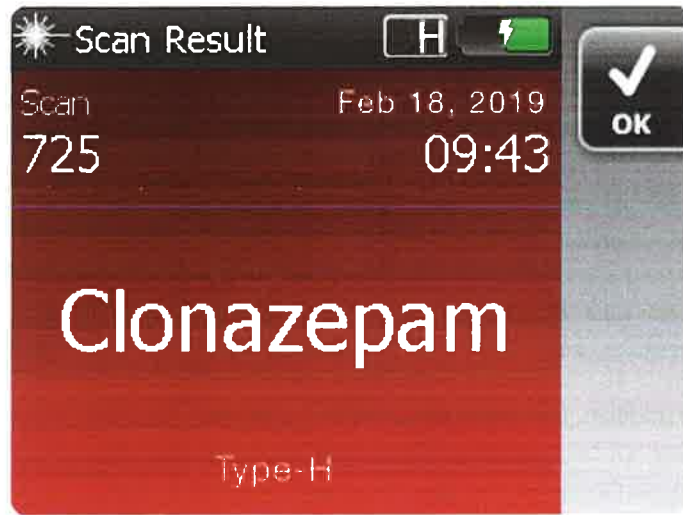
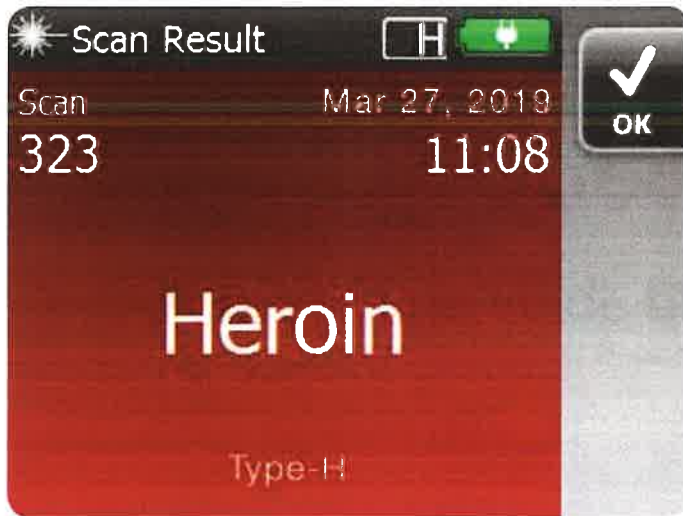
However, a phenomenon known as fluorescence can mask the Raman spectrometry signal of some narcotics, much like glare from sunlight can mask the subject in a photo from a camera. Fluorescence can hinder data collection of some narcotics, such as street heroin.



In addition, the target chemical in suspected narcotics may not be present in high enough concentration for conventional Raman spectroscopy to identify it. For instance, the active components in some prescription drugs are in a very low concentration, making identification a challenge.

To overcome these challenges – yet maximize the benefits of a handheld Raman analyzer – we have developed a Solution Kit (Type H) that enhances the Raman signal of the target substance while decreasing any nuisance fluorescence.

Figure 1. A selection of "Alarm" screens when using the Type H kit



Recommendations for Type H kit use

Initially, TruNarc users should scan a sample using point-and-shoot mode. If this approach leads to an "Inconclusive" or "Clear" result and a specific narcotic is believed to be present, the operator should apply the Type H kit. The kit could be used to help identify these items:

- 2C (Phenethylamines – 2C-B, 2C-E, 2C-I)
- Cocaine
- Fentanyl Compounds^{^+}
- Heroin
- Methamphetamine[^]

- NBOMe (25B-NBOMe, 25C-NBOMe, 25I-NBOMe)
- Synthetic cannabinoids (sprayed onto leaf materials)
- Tablets, including:
 - Alprazolam
 - Buprenorphine[#]
 - Clonazepam^{*}
 - Diazepam
 - Hydromorphone^{*}
 - Lorazepam^{*}
 - MDMA^{*}
 - Oxycodone^{*}
 - Oxymorphone^{*}

Both tablets and strips are identifiable using the Type H Kit.

* Some low dose pills require a Type H Kit for identification.

[^] Combined results: will show "Fentanyl Compound or Methamphetamine"

+ Fentanyl Compound includes fentanyl and fentanyl analogs.

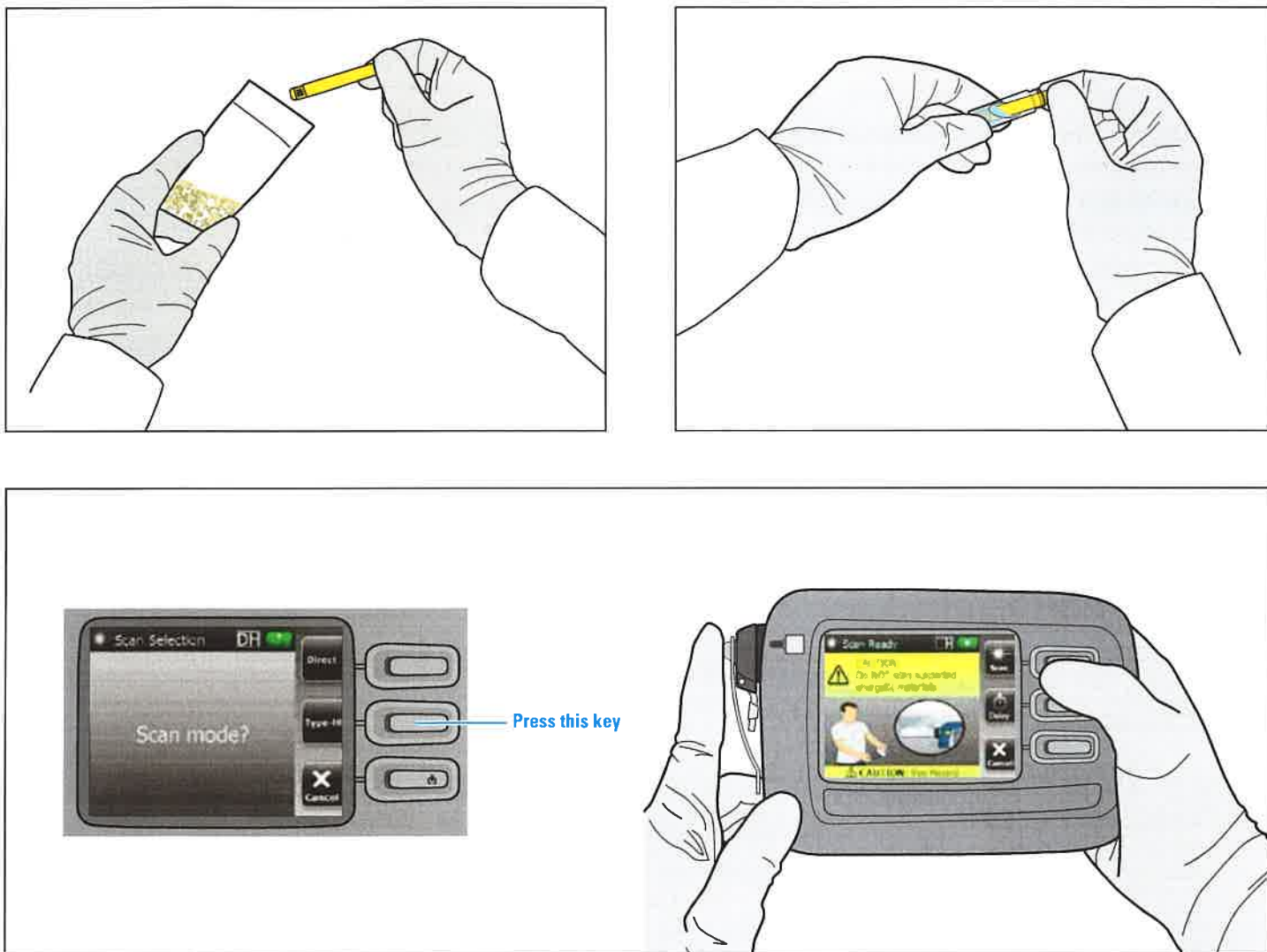
How to use the Type H kit

The Type H test kit is made up of two components: a test stick and a test vial. The vial contains 1ml of ethanol that is used to dissolve a small amount of the sample. The test stick is used first to scoop the material from the sample or a piece of tablet and transfer it to the vial.

The stick contains a metal substrate at the base of the scoop. After the chemical(s) are dissolved in the ethanol, the test stick is submerged into the vial, coating the metal substrate with the solution. The test stick is then removed, allowed to dry, positioned against the TruNarc analyzer, and scanned. See Figure 2

This method has been shown to increase the spectrum strength and reduce the amount of fluorescence for certain samples.

Figure 2. Process for analysis using a TruNarc Type H kit



Science behind the Type H kit

The roughened metal surface on the Type H test stick has two primary attributes. First, the surface quenches the fluorescence, the phenomenon that may prevent analysis of the bulk material. Second, the surface enhances the Raman signal of the molecules adsorbed onto the surface of the roughened metal, which allows analysis of very small amounts of material.

When the TruNarc analyzer is used to measure the Type H stick, the laser light is focused onto the metal surface. As with point-and-shoot analysis, the spectrometer measures the unique spectral fingerprint of the molecules, and then compares the data collected with the on-board TruNarc library.



It should be noted that the spectra obtained on the test stick are different from those of a conventional Raman spectrum. To enable these new applications using the Type H Kit, Thermo Fisher Scientific scientists create a library item for each unique chemical using certified laboratory standards.

Summary

The Type H test kit further enhances the real-world utility of the TruNarc analyzer, enabling users to screen for specific narcotics that are fluorescent and/or at low concentration. A key enhancement is the ability to use the TruNarc analyzer to screen for such emerging synthetic opioids as fentanyl, fentanyl analogs, heroin and methamphetamine. Several low dose tablets are also identifiable using the Type H test kit in conjunction with the TruNarc analyzer for presumptive narcotics identification.

In the Americas
1-978-670-7460

In Europe, Middle East, Africa
49-89-3681-380

In Asia Pacific
852-2869-6669

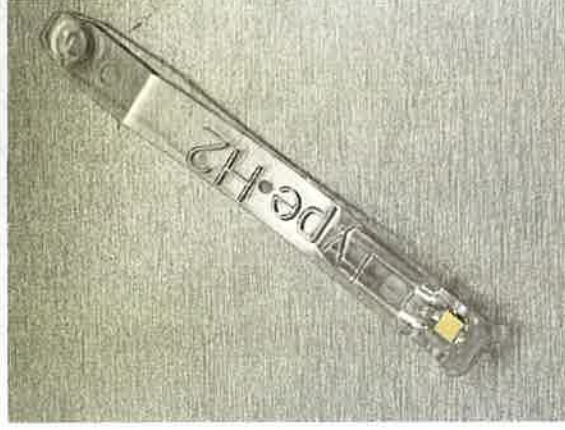
Find out more at thermofisher.com/trunarc

Email sales.chemid@thermofisher.com

ThermoFisher
SCIENTIFIC

How to Use Type H Kit

1. Put on lightly colored gloves
2. Obtain a methanol vial and Type H2 test stick package from the Solution Kit.
 - Check the expiration date on the package and on the label on the vial. Do not use them if the date has passed.
3. Prepare the vial
 - Customers who have received the methanol-filled vials: open one and set it on a stable surface.
 - Customers who have received empty vials: open one, add approximately 1-2mL of 99.8% methanol, and set aside on a stable surface.
4. Open the Type H2 stick pouch and place the plastic stick on a clean, dry surface with the gold SERS substrate facing up.
 - Do not remove the test stick from the package until you are ready to use it in order to protect it from contaminants. The test stick must be uncontaminated and dry for the scan.



Sample Preparation

1. Ensure the sample is free of clumps.
2. Add a small amount of the drug sample to the open methanol vial using the small plastic scoop or microspatula or wooden stir stick (coffee shop)
 - DO NOT use the gold SERS end of the stick as a scoop.
 - The sample size should stay as small as possible to minimize the amount of undissolved material in the vial. Concentrations of approximately 1mg/mL are ideal.
3. Once the sample is transferred, set the scoop aside and tightly close the methanol vial.



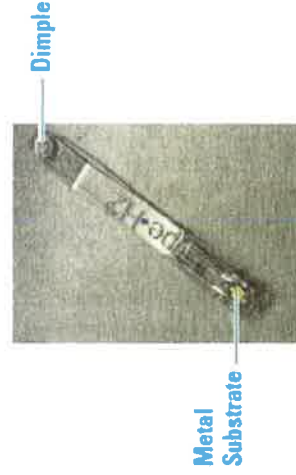
Sample Preparation

- Vigorously shake the closed vial for about 60 seconds to dissolve the sample.
 - Shaking time could be longer depending on the sample solubility in methanol. NOTE: the entire sample may not dissolve in the solvent.
 - The methanol may change color or become cloudy if the sample includes a cutting agent. Such changes are harmless and will not affect the accuracy of the scan.
 - After about a minute of shaking, set the vial down and let any remaining particles settle to the bottom. Undissolved sample particles may reduce the quality of the Raman sample spectrum, so allow more settling time as needed.



Preparing the Type H2 Stick

1. After allowing any particles to settle, carefully open the methanol vial and gently tilt it to a 45-degree angle.
2. Dip the Type H2 stick into the liquid layer, avoiding any solid material at the bottom. Ensure that the entire metal substrate is submerged in the liquid.
3. After **10-15 seconds**, pull the stick out and set it to dry with the gold SERS substrate facing up.
 - Any narcotic that is in the sample material has now been adsorbed onto the metal substrate on the bottom of the scoop.
 - For more uniform drying, prop up the stick's handle to keep the SERS substrate level with your work surface.



Preparing the Type H2 Stick

- After 2-3 minutes, check the substrate to see if it is completely dry.
 - A fully dry SERS substrate will appear uniform in color when tilted back and forth under good lighting conditions.
 - Do not shake the stick to dry the sample more quickly - the liquid containing the sample could be displaced from the stick and reduce the amount of chemical available for analysis.
 - Be aware of your environmental conditions which can affect the drying time (e.g. humidity in the air will slow drying of the SERS substrate).



Scanning the Sample using H2 Kit

1. Once the Type H2 stick is completely dry, it is ready to be scanned.
 - NOTE: An inconclusive or false positive will likely occur if the substrate is still wet when scanned.
2. With the dry SERS substrate facing the instrument, slide the Type H2 stick into the nose cone slot of the TruNarc analyzer, ensuring it is fully seated.



MEMORANDUM

TO: Price City and Carbon County

FROM: Monique Robbins, PE

DATE: April 13, 2026

SUBJECT: **Upper Price River Plan-EIS**
Modification 2 - Change in Scope of Work

Price City and Horrocks Engineers LLC executed Modification No. 2 on July 15, 2025. This memorandum amends the scope of Modification No. 2 to allow the use of remaining funds to continue project activities associated with the removal of Carbon Canal.

Modification No. 2 remains in effect; however, a revision to the scope of work is required to reflect changes in project direction resulting from Carbon Canal's withdrawal from the project and the Price River Water Users Association's larger participation role in enabling the reservoir to operate as a regulating reservoir. These developments necessitate a corresponding adjustment to the scope of services.

As of the April invoice, approximately \$105,368 remains from the \$215,000 authorized under Modification No. 2. At the request of Price City and Carbon County, it is proposed that work begin on activities identified under Modification No. 3, specifically those related to the removal of Carbon Canal. Expenditures may proceed up to the remaining balance under Modification No. 2 and be applied toward Milestone 1 as outlined in Modification No. 3. Ongoing coordination will occur regarding progress and potential approval of NRCS funding. If funding becomes available from NRCS, the reimbursement responsibility would transition from Price City and Carbon County to NRCS.

This interim approach allows the project to continue advancing while awaiting NRCS funding approval and allocation. It is understood that costs incurred under Modifications No. 2 prior to NRCS approval are not eligible for NRCS reimbursement. Upon NRCS funding approval, the project team will reassess remaining work and associated costs required to complete this effort.

DELIVER FINAL PLAN-EIS

This work includes the following (from Modification 3):

Task 1: Investigation to remove Carbon Canal from project \$6,450

- 1.1 Review existing data
- 1.2 Meeting with Price-Wellington Canal

Task 2: Design Update \$27,680

- 2.1 Design considerations and update sizing: diversion structure, transmission line, reservoir, irrigation system
- 2.2 Update 30% design
- 2.3 Review Minimum Instream Flow Analysis
- 2.4 Evaluate reservoir filling analysis



- 2.5 Update cost estimates
- 2.6 Update draft & final figures
- 2.7 QA/QC
- 2.8 Administration

Task 3: Economic Evaluation \$22,450

- 3.1 Model water budget
- 3.2 M&I Water Benefits Effort (before and after project)
- 3.3 Update economic analysis (spreadsheet)
- 3.4 Update Economic Investigation and Analysis Report
- 3.5 QC/QA: Review and Finalize Report
- 3.6 Administration

Task 4: Plan Sponsor Coordination \$11,008

- 4.1 Coordination with plan sponsors (includes 2 in person meetings)
- 4.2 Coordinate with City and NRCS
- 4.3 Develop MOU's and Sponsor Agreement
- 4.4

Task 5: Prepare Preliminary Draft Plan-EIS including figures, tech memos, appendices, cultural reports, etc. \$21,780

- 5.1 Update PDEIS \$12,875 (partial)
 - 5.3 Finalize Cultural Resources Report per BLM and NRCS comments \$8,905
- Other Tasks would be captured once NRCS funds become available

Task 6: Meetings \$16,000 (reduced by 30% for timeframe)

- 6.1 Internal team coordination meetings
 - 6.2 NRCS Client meetings
 - 6.3 PRWRC meetings
 - 6.4 Miscellaneous meetings
- Additional meeting time would be available once NRCS funds become available

ASSUMPTIONS:

- NRCS will be responsible party for coordination with agencies.
- Economic evaluation will be updated to remove Carbon Canal.
- No changes to project scope, alternatives, resources evaluated (other than remove Environmental Justice and Carbon Canal).
- Sponsor will provide coordination with landowners and utility companies.
- No additional surveys or environmental reviews are required.



By signing below, the parties acknowledge and agree to the changes to the scope of work described herein.

HORROCKS ENGINEERS LLC:

**CLIENT:
PRICE CITY**

Signature:  Digitally signed by Chris Hansen, P.E.
DN: C=US, E=chrish@horrocks.com,
O=Community Infrastructure,
OU=Horrocks Engineers, CN=Chris
Hansen, P.E.
Date: 2026.04.13 12:25:45-06'00'

Signature: _____

Name: Chris Hansen

Name: _____

Title: Vice President

Title: _____

Date: April 13, 2026

Date: _____

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
April 08, 2026 – 4:30 p.m.

Present:
Mayor Willis

Councilmembers:
Councilmember Miller
Councilmember Richardson
Councilmember Root
Councilmember Seeley
Councilmember Urbanik

Excused:

Present: See Public Meeting Sign-In Sheet

Items discussed:

Mayor Willis: Price City Police Secretary job advertisement closed, 24 applicants applied, 7 will be interviewed/HB 147 passed, all documents that need to be signed by residents have to be digitized and available online.

Sergeant Shawn Sackett: JAG Grant – no funding for police vehicles this year/increase in all incidents that Price City Police Department respond to/appreciation letters from residents/people to Price City Police Department thanking them for their assistance in helping with incidents.

Lisa Richens, Finance Director: the Finance office is busy working on the budget, quarterly reports, loan closing, URS issues/problems, etc.

Miles Nelson, Public Works Director: PRV failed Saturday, April 4, 2026, causing three leaks throughout Price City followed by one more Sunday morning/water supply concerns/restrictions from residents/promote water wisely campaign/WTP study consolidating with PRWID/pickleball courts project – two bids submitted/Spring Transmission Line – first chose bid backed out/Canal crossing project will be complete soon/traffic study complete for 3rd East and 4th North, upgrades to existing lights along with signs to yield to pedestrians.

Councilmember Miller: Received grant for tourism, gave back because could not meet deadline.

Nick Tatton, Administrative Director: Real property inventory submitted for grant to help update/SERDA Energy Symposium event (August)/Open Enrollment April 28, 2026 held at Price City Auditorium/Criminal prosecution contract, no bids received, only option is to contact Carbon County for an extension/Purchase Power Adjustment program - Lo tap changer to substation.

Steve Richardson, Electrical Utility Infrastructure Specialist: Lo tap charger worn out, two available in United States, one is four years out, would be a four-day blackout period during replacement, alternative – mobile station would cost \$480,000, Lo tap charger & replacement approx. \$300,000. SCADA upgraded recently can watch substation west and south.

Adjourned: 5:22 p.m.

APPROVED:

Terry Willis, Mayor

ATTEST:

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah

April 8, 2026

Present:

Mayor Willis

Councilmembers:

Layne Miller

Tanner Richardson

Richard Root

Tina Urbanik

Jaci Adams, City Recorder

Nick Tatton, Administrative Director

Lisa Richens, Finance Director

Miles Nelson, Public Works Director

Shawn Sackett, Price City Police Sergeant

Excused:

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Willis called the regular meeting to order at 5:30 p.m. Mayor Willis led the Pledge of Allegiance.

2. ROLL CALL

Roll was called with the above Councilmembers and staff in attendance.

3. SAFETY SECONDS

Councilmember Miller reminded everyone when doing outdoor activity, such as yardwork, riding bikes, etc., make sure to use proper safety equipment and do not overdo it.

4. GENERAL BUSINESS/DISCUSSION

a. QUARTERLY SAFETY DRAWING. Drawing for the quarterly safety prize for qualifying Price City employees.

The winner of the quarterly safety prize was Kevin Dunn.

b. PRESENTATION DONATION REQUESTS. Consideration and possible approval of a \$250 donation for each, Kayla Jones and Chrissy Jones who will be attending Utah Girls State this summer representing Carbon High School.

Kayla and Chrissy Jones were in attendance to request a donation and highlight their upcoming attendance to Utah Girls State May 1 - June 6, 2026 at Weber State University. They informed Mayor Willis and Councilmembers that they will be learning different levels of government. David Jelin was also in attendance, he updated on what girls (and boys) state is and why it exists. Councilmember Urbanik asked if they needed the requested donation of \$250 for each of them. The Jones girls said that they only needed \$135 because they had acquired the difference of the requested donation.

MOTION.

Councilmember Urbanik moved to approve a donation of \$135 to each Kayla Jones and Chrissy Jones to support their attending Utah Girls State this summer. Councilmember Richardson seconded and motion carried.

c. COMMUNITY PROGRESS COMMITTEE APPOINTMENT. Consideration and possible approval of appointment of Brady Tubbs to the Price City Community Progress Committee.

MOTION.

Councilmember Root moved to approve the appointment of Brady Tubbs to the Price City Community Progress Committee. Councilmember Urbanik seconded and motion carried.

d. PUBLIC HEARING: CAPITAL IMPROVEMENT PLAN. A public hearing to receive comments on proposed capital improvement projects and purchases for the 2026-2027 fiscal year and following for year period as well as the projected future periods.

Mayor Willis asked for a motion to open the public hearing.

MOTION.

Councilmember Root moved to open the public hearing at 5:41 p.m. Councilmember Urbanik seconded and motion carried.

Miles Nelson, Public Works Director highlighted and reviewed line items regarding the proposed projects and purchases on the 2025-2026 Capital Improvement Plan. He specifically reviewed the projects that are identified for possible CIB funding and noted that although the projects may be applied for as grants it is likely that interest bearing loans are what may be approved. Fiscal year 2026-2027 projects, in addition to prior projects and purchase debt service payments, that were reviewed include:

Class C (Restricted Funds)	City Funds	Grants	Loans
Backhoe #5311 Lease/Purchase (FY24)	\$ 33,930		
2005 INT.10-Wheeler Unit #4321 (FY26)	\$ 38,293		
Paint Striping	\$ 39,000		
Materials (Salt, Cold Mix, HMA, etc.)	\$ 75,000		
Sign Replacement	\$ 15,000		
Crack Sealing	\$ 75,000		
Replace 2003 Chevy 1-Ton Unit #3322	\$ 95,000		
Replace 1999 INT Bobtail Dump Unit #4333	\$ 170,000		
Replace 1990 GMC 1-Ton Utility Bed #3501	\$ 95,000		
Replace 90,000 Lb. Lift -50% from Water Fund	\$ 50,000	\$ 50,000	

	\$ 686,223	\$ 50,000	\$ -
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**Transportation Sales/County Option Highway
Tax (Restricted Funds)**

Cape Seal Projects	\$ 1,000,000		
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Rural Transportation Infrastructure Fund (Restricted Funds)

Streets Maint. Shed (Rural Trans Infrastructure.)	\$ 50,000		
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Mill & Overlay Projects			
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	\$ 50,000	\$ -	\$ -
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Electric/Utilities

Load Tap Chargers	\$ 700,000		
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400 E 46 KV	\$ 500,000	\$1,000,000	
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Replace Vibe (Unit 2115) with Pickup	\$ 55,000		
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SCADA System Upgrade All Substations	\$ 30,000		
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Fuse Holders Replace	\$ 30,000		
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	\$ 1,315,000	\$1,000,000	\$ -
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Storm Water Utility (Restricted Funds)

2017 Flood Infrastructure Project	\$ 28,875		
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Local Culvert Replacements	\$ 10,000		
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Canal Fence Replacements	\$ 10,000		
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EWP 2025 (NRCS)	\$ 309,638	\$1,065,155	
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FEMA LOMAR Bike Race Course Bridge	\$ 8,000	\$ 8,000	
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	\$ 366,513	\$1,073,155	\$ -
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Water and Sewer

Transmission and 10 MG Tank (2002)	\$ 256,355		
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2009B DWQ Sewer Replacements	\$ 43,000		
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2010 DDW Water Replacements (BAB)	\$ 117,406		
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2011B Water Main Replacements	\$ 23,000		
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2011A Sewer Main Replacements	\$ 13,000		
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2009 PWC Roof	\$ 17,000		
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2016 Water/Sewer Replacements	\$ 37,945		
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2018 Water/Sewer Replacements	\$ 18,925		
300 East 400 N to 700 N Water (2020)	\$ 89,450		
In-House Water Replacements	\$ 10,000		
In-House Sewer Replacements	\$ 10,000		
Easements - Trans Pipeline Replacement	\$ 75,000		
Transmission Pipeline Replacement Phase I & II Colton Springs to Kyune (DDW)	\$ 100,000	\$4,559,000	\$ 10,638,000
Water Treatment Plant Upgrades -Design (DDW Funding)	\$ 250,000	\$1,500,000	\$ 1,500,000
Water Acquisition and Purchase	\$ 20,000		
SCADA: Colton Well #1 & Springs Meter	\$ 12,000		
Lower Elev. Reservoir EIS Finish (Yr 1)		\$ 326,070	
Replace Strip Heater Dome C	\$ 50,000		
Dewatering System Dome A	\$ 180,000		
Sewer Rate Study	\$ 10,000		
Water Leak Detection Equipment	\$ 8,000		
	\$ 1,341,081	\$6,385,070	\$ 12,138,000
Zap Tax (Restricted Funds)			
Pool ADA Family Restroom	\$ 35,000		
Pool -Replace Rusty Electrical Panels/Wire	\$ 40,000		
Pool Re-roof Tar and Gravel Sections	\$ 60,000		
Washington Park - Add 3 Pickleball Courts	\$ 200,000	\$ 100,000	
Pioneer Park Retaining Wall w/Fence (100 E)	\$ 125,000		
Rose Park Restoration	\$ 118,057	\$ 150,000	
Remodel Parks Dept. Offices & Restrooms	\$ 50,000		
	\$ 628,057	\$ 250,000	\$ -

GENERAL FUND - Parks/Cemeteries

Cliffview Cemetery Expansion	\$ 38,453		
Community Baseball Complex (CSD)	\$ 60,390		
John Deere Compact Trk Loader (Lease/P)	\$ 16,276		

Cliffview Cemetery Exp- East & N. Quadrant	\$ 300,000		
Replace 1996 Ford 1 Ton Dump Truck #3709	\$ 65,000		
Replace 1998 Chevy 3/4 Ton Pickup #2604	\$ 65,000		
Price Cemetery Bldg. Roof Replace	\$ 10,000		
	\$ 555,119	\$ -	\$ -

GENERAL FUND - Police

Lease-Purchases 2024	\$ 112,965		
Police Vehicle Equipment	\$ 25,000		
Police Vehicle Purch (2/yr)	\$ 40,000	\$ 40,000	
Service Weapons - Backup	\$ 25,000		
	\$ 202,965	\$ 40,000	\$ -

GENERAL FUND - Fire

Fire Engine 4408 (Lease/Purchase FY 2023)	\$ 69,193		
1 Ton Crew Cab w/Accessories	\$ 90,000		
	\$ 159,193	\$ -	\$ -

GENERAL FUND - Facilities/Building Maintenance

HVAC Unit Replacements	\$ 40,000		
City Hall Heat Pumps (Replace 2 Yearly)	\$ 10,000		
City Hall Boiler	\$ 25,000		
City Hall Cooling Tower	\$ 120,000		
City Hall: 2nd Floor South Security Wall	\$ 6,000		
City Hall: Security Doors & New HVAC -HR	\$ 20,000		
Fire Station Bldg. Fire Alarm Panel	\$ 12,000		
Replace Facility Backup Generators (2)	\$ 40,000		
	\$ 221,000	\$ -	\$ -

GENERAL FUND - IS Department

City Server (Incl. Storage Hardware, Vmware)	\$ 120,000		
Door Key Card Replacement (City Wide)	\$ 15,000		

Door Key Card Expansion Parks/Street Shed	\$ 45,000		
Library Security Camara System Upgrade	\$ 12,000		
	\$ 192,000		
	\$ 192,000		

Wayne Jackson, Price City resident was concerned about road repair South of Price. Mike Gurule, Price City resident inquired why there was a difference in the cost for the 10-wheeler on lines 2 and 10, and did that mean that the 10-wheeler would be replaced or another added? He also asked why the necessity of an auto flush toilet upgrade at the Price City Domes A and B? Since there was no other comments or discussion, Mayor Willis asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 6:10 p.m. Councilmember Richardson seconded and motion carried.

e. RESOLUTION NO. 2026-8. Consideration and possible approval of an annual resolution establishing the Price City Multi-Year Capital Improvement Plan. Resolution also includes establishment of the annual storm water utility rates.

MOTION.

Councilmember Miller move to approve Resolution No. 2026-8 of an annual resolution establishing the Price City Multi-Year Capital Improvement Plan also including establishment of the annual storm water utility rates. Councilmember Seeley seconded and motion carried.

f. RESOLUTION NO. 2026-6. Consideration and possible approval of A Resolution Updating and Amending the Price City Personnel Policies and Procedures Manual.

Nick Tatton, Administrative Director reviewed the updates that were made to the Price City Personnel Policies and Procedures Manual.

MOTION.

Councilmember Miller moved to approve Resolution No. 2026-6 updating and amending the Price City Personnel Policies and Procedures Manual. Councilmember Root seconded and motion carried.

g. RESOLUTION NO. 2026-7. Consideration and possible approval of A Resolution Adopting the Price City Purchasing Policy. (2026 update)

Nick Tatton, Administrative Director reviewed the updates that were made to the Price City Purchasing Policy.

MOTION.

Councilmember Seeley moved to approve Resolution No. 2026-7 adopting the Price City Purchasing Policy. Councilmember Miller seconded and motion carried.

h. SPRING WATER TRANSMISSION LINE PIPE PURCHASE. Consideration and possible approval to purchase 30,250 feet of HDPE pipe from MPS Enterprises (low bidder) for \$906,656.00. Three other bids were received; one was unable to honor their original quote. The other two were ISCO Enterprises \$923,396.50 and TSJ \$1,052,233.00.

Miles Nelson, Public Works Director explained that Core & Main was unable to honor their submitted bid due to manufacturer/supplier issues. The next low bid was MPS Enterprises at \$906,656.00 which was a \$6,000 difference between the two companies, however the purchase of the pipe will not have to be on a loan portion. He also stated that the availability of the HDPE pipe is getting very limited, so the purchase needs to happen soon.

MOTION.

Councilmember Seeley moved to approve the purchase of 30,250 feet of HDPE pipe from MPS Enterprises (low bidder) for \$906,656.00. Councilmember Urbanik seconded and motion carried.

i. AGREEMENT SECOND ADDENDUM. Consideration and possible approval of the Second Addendum for the Price City Attorney Services dated May 12, 2021.

MOTION.

After a lengthy discussion, Councilmember Root moved to approve the Second Addendum for the Price City Attorney Services dated May 12, 2021. Councilmember Miller seconded and motion carried as follows:

Councilmember Miller – AYE

Councilmember Richardson – AYE

Councilmember Root – AYE

Councilmember Seeley - NAY

Councilmember Urbanik – AYE

j. NRCS FUNDING REQUEST UPPER PRICE RIVER PLAN EIS. Consideration and possible approval for the City to request \$218,570.00 from the Natural Resources Conservation Service (NRCS) to fund the completion of the Final Draft Environmental Impact Statement (EIS).

Miles Nelson, Public Works Director explained the engineering consultant, Horrocks Engineering, submitted a memorandum to the City itemizing the remaining tasks and associated costs to complete the Plan EIS. The total cost is \$326,070.00 with a commitment from Carbon County of \$107,500.00 to assist with the study completion leaving the remaining balance \$218,570.00, which is recommended the City request from the NRCS.

MOTION.

Councilmember Seeley moved to approve to request \$218,570 from the Natural Resources Conservation Service (NRCS) to fund the completion of the final draft Environmental Impact Statement (EIS). Councilmember Richardson seconded and motion carried.

k. PROJECT 17C-2024 PICKLEBALL COURTS. Consideration and possible approval of Best Concrete as the successful bidder for the project with a bid of \$291,543.90, including approval of the Notice of Award and the Project Agreement. One other bid was received from Allred Construction for \$439,006.15.

Miles Nelson, Public Works Director explained the successful bidder is under the project's budgeted amount of \$300,000 and as part of the bid requirements, bidders had to provide references from previous projects which were all positive.

MOTION.

Councilmember Miller moved to approve Best Concrete as the successful bidder for Project 17C-2024 with a bid of \$291,543.90, including approval of the Notice of Award and the Project Agreement. Councilmember Richardson seconded and motion carried.

5. CONSENT AGENDA

Councilmember Seeley asked for discussion and clarification regarding the Renaissance Festival Performance Contracts and if they were considered contracts/services as noted in the policy. Nick Tatton, Administrative Director reviewed the updates to the Price City Purchasing Policy. Councilmember Urbanik asked Danielle Smith and Shani Ori who were in attendance to request a fee waiver for use of the Price City Peace Gardens for a Castleview Hospital Sexual Assault Nurse Examiner (SANE) event to give some insight to the program. They noted that the event has been changed to April 28, 2026 and would also like Mayor Willis to proclaim the month of April as Sexual Assault Awareness Month, which will be on the 04-22-2026 City Council agenda.

MOTION.

Councilmember Richardson moved to approve consent agenda items a. thru g. Councilmember Root seconded and motion carried.

- a. MINUTES for 03-25-2026 Special City Council Workshop & City Council.
- b. CRIMINAL PROSECUTION CONTRACT NEGOTIATION. Consideration and possible approval to negotiate a contract for criminal prosecution services between Price City and Carbon County. An RFP process was completed requesting sealed bids for provision of the service and no proposals/bids were received. Final contract to be approved by the Price City Council at a future meeting.
- c. NRCS TIME EXTENSION REQUEST UPPER PRICE RIVER PLAN EIS. Consideration and possible approval to request the Natural Resources Conservation Service (NRCS) extend the completion date for the Upper Price River Plan EIS an additional 12 months to May 22, 2027.
- d. RENAISSANCE FESTIVAL PERFORMANCE CONTRACTS. Consideration and possible approval of contracts between Price City and (1) The Reel Folk (\$600); (2) Rod Hansen (\$700); (3) Paul Clark aka Styxx (\$750); (4) Mayada Banjara World Dancers, The Dueling Pyros, The Northern Lights \$11,075); and, (5) The Order of the Silver Rose (\$6,500) for entertainment services at the Renaissance Festival.
- e. BLM RIGHT OF WAY APPLICATION SF 299. Consideration and possible approval to submit a SF 299 application to the Bureau of Land Management (BLM) to obtain rights of way on BLM parcels located in Utah and Carbon Counties for the purpose of replacing and maintaining the City's spring water transmission line.
- f. FEE WAIVER REQUEST. Consideration and possible approval to waive fees for Castleview Hospital SANE for use of the Price City Peace Gardens on April 13, 2026 from 5:30 p.m. to 7:00 p.m.

g. BUSINESS LICENSES. Pinnacle Peak Grill, Inc. at 150 N Hospital Dr for Jason and Sarah Mardell. Pinnacle Peak Grill Beer License at 150 N Hospital Dr for Jason Mardell. Pinnacle Peak Grill, DBA: Corner Station Deli C-Store at 150 W Hospital Dr for Jason and Sarah Mardell. The Corner Station Deli C-Store Beer License at 150 W Hospital Dr for Jason Mardell.

6. PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

Wayne Jackson, Price City resident had concerns with gravel being on the road near 100 East, South of the train tracks and who would be responsible for it, and would also like a box truck moved that has been parked on 400 South that is serving no purpose being parked there. Mike Gurule, Price City resident inquired about if Price City had a website portal to update with pictures and concerns for water leaks or other problems as they arise. David Gurule, Price City resident suggested a website portal on the City's Facebook page that citizens could report issues on.

7. UNFINISHED BUSINESS

Councilmember Urbanik read aloud appreciation/thank you letters that the Price City Police Department had recently received recognizing and acknowledging great service from the department.

Mayor Willis asked for a motion to close the regular City Council meeting.

Councilmember Richardson moved to close the regular City Council meeting. Councilmember Urbanik seconded and motion carried.

The regular City Council meeting was adjourned at 7:01 p.m.

APPROVED:

ATTEST:

Terry Willis, Mayor

Jaci Adams, City Recorder

**Memorandum of Understanding
Price City Spring Transmission Line Replacement Project
Storage and Staging Area**

PARTIES:

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between **Price City** (hereinafter referred to as "the City") and **John R. Woolsey** (hereinafter referred to as "the Owner").

PURPOSE:

The purpose of this MOU is to define the roles and responsibilities regarding the use of the Owner's property for the storage of materials and construction staging for the **Price City Spring Transmission Line Replacement Project**.

PROPERTY DESCRIPTION:

The project area involves two parcels located near the Colton UDOT sheds on Highway 6:

North Parcel (33-056-0042): 38.06 acres

South Parcel (33-058-0012): 40.00 acres

Total Acreage: 78.06 acres

WHEREAS, the City requires a site to store HDPE pipe and facilitate contractor staging for the aforementioned pipeline project; and

WHEREAS, the Owner agrees to provide access to his property for these purposes subject to the compensation and conditions outlined below;

NOW, THEREFORE, the parties agree to the following preliminary responsibilities:

I. RESPONSIBILITIES OF PRICE CITY

The City (including its designated contractors) shall:

1. **Compensation:** Pay the Owner a total of **\$15,000 per year** for the use of both parcels. Payment is due at the commencement of each year of use. There is no set limit on the duration of this agreement, provided annual payments continue.
2. **Weed Control:** Perform annual thistle spraying on the utilized areas, including a final treatment during the post-project reclamation process.
3. **Reclamation:** Restore and reclaim all areas disturbed by project activities upon completion of the work.
4. **Site Access:** Ensure that the Owner's access to existing shipping containers, farm equipment, dunnage piles, and power poles remains unobstructed at all times.
5. **Utilities:** Contract with the local power utility for two (2) power hookups as required. The City shall manage electricity costs (anticipated to be reimbursed by the contractor).

6. **Gate Security:** Ensure all perimeter gates are locked if the contractor or City personnel leave the premises for more than 24 hours.
7. **Security Responsibility:** Assume responsibility for site security. The City may delegate this responsibility to its primary contractor through separate contract documents.
8. **Documentation:** Capture "pre-construction" photographs of the property to establish a baseline of the site's condition before any disturbance occurs.
9. **Road Improvements:** Upgrade the primary access road to ensure a stable travel surface for heavy equipment throughout the project duration.
10. **Lock Management:** Install and maintain City-specific locks on both access gates for the duration of the project. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any use by the public whatsoever (other than persons acting for the City), it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.
11. **Covenant Running with Land.** This Agreement, including the easements, rights, and obligations granted or created hereby, shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns, including any future owner of the project area.

II. RESPONSIBILITIES OF THE OWNER

The Owner shall:

1. **Site Modification:** Allow for the relocation of existing concrete barriers and necessary site regrading to accommodate staging and storage needs.
2. **Access Rights:** Grant the City and its contractors full use of both the primary access (via the Colton UDOT shed intersection) and the secondary access (directly off Highway 6).
3. **Property Usage:** Grant full access to and use of the designated 78.06 acres of the project area for the duration of the project.
4. **Utility Use:** Permit the City to utilize the two (2) existing power hookups on the property.
5. **Dunnage Pile:** Allow the City or its contractor to add wood materials/dunnage to the existing pile. No "garbage," refuse, or lightweight wind-borne debris shall be added.

FOR PRICE CITY

Terry Willis
Price City Mayor

Date

FOR JOHN R. WOOLSEY

John R. Woolsey
Property Owner

Date

STATE OF UTAH)

: ss.

COUNTY OF CARBON)

On ____April ,2026, personally appeared before me _TERRY WILLIS, Mayor of Price City, a signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public

STATE OF UTAH)

: ss.

COUNTY OF CARBON)

On ____April ,2026, personally appeared before me _JOHN R. WOOLSEY, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

RENAISSANCE FESTIVAL ENTERTAINMENT CONTRACTS



ENTERTAINMENT CONTRACT

This contract (hereinafter referred to as the "Agreement") is made on this day of 4/14/2026, between Price Municipal Corporation (hereinafter referred to as "City") having an address of 185 E Main Street, PO Box 893, Price, Utah 84501 and Castle Valley Community Theater (hereinafter referred to as the "Performer(s)") having an address of 120 Hillcrest Drive Price, Utah 84501 for the contracting of Performer(s) as independent contractors to perform Price City 2026 Renaissance Festival (hereinafter referred to as the "Show") at Washington Park (hereinafter referred to as the "Venue"), located at the address 500 N. 100 E. Price, Utah 84501. City and Performer(s) may be hereinafter referred to as a "Party" or "Parties".

It is hereby agreed as follows:

1. **Place, date, and time of Show.** The Parties hereby agree that the time and place of the Show shall be, located at the Venue, having an address 500 N. 100 E. Price, Utah 84501, on the April 24-25, 2026
2. **Description of Show.** Castle Valley Community Theater ("Performer") shall provide a 30-minute theatrical production of Rumpelstiltskin, to be performed once on Friday and three times on Saturday at scheduled times. Performer shall supply all actors, costumes, and necessary production elements for the performance. Additionally, Performer shall provide, install, and remove a stage backdrop, which may remain in place on the main stage for the duration of the event. Performer is responsible for all setup and teardown of their materials in coordination with festival scheduling.
3. **Payment.** Compensation for the Show will be fifteen hundred dollars (\$1,500.00), (hereinafter referred to as the "Fee") payable by mailed or hand delivered check post the Show date. Performer(s) must present a current IRS Form W9 and a numbered invoice not less than three (3) days prior to the Show. City shall provide payment of invoice prior to the date of the Show, if possible, or within thirty (30) days of Show.
4. **Cancellation.** If City cancels Show by Performer(s) within two (2) days of Show date/time for any reason other than force majeure, City shall pay Fee in full. Cancellation by Performer(s) within two (2) days prior to Show date/time shall result in no Fee paid by City to Performer(s).
5. **Force Majeure.** In the event Show cannot reasonably be completed due to unpredictable occurrences such as an act of nature, government, or illness/disability of Performer(s), the Parties may negotiate a substitute Show on the same terms and conditions as this Agreement, save for the time of Show, in which case a new Agreement reflecting the substitute Show shall be signed by the Parties. No further damages may be sought by either Party hereto for failure to perform because of force majeure.
6. **Food and Drink.** Price City shall not provide Performer(s) with meals.
7. **Parking.** Performer(s) shall secure its own sufficient parking for Performer(s)'s vehicle within a reasonably convenient distance to Venue for a minimum period of two (2) hours prior to the Show and lasting until one (1) hour after the Show.



8. **Sound Systems Check.** A sound check may be conducted by the Performer(s) of Venue's sound system, at a time to be mutually arranged between the Parties.
9. **Security, Health, and Safety.** Performer(s) warrants that Venue has been reviewed and inspected by Performer(s) and is of sufficient size to safely conduct Show, as identified in #2 above, that Venue is of stable construction and sufficiently protected from weather, and that there is adequate security and/or emergency medical responders available if foreseeably necessary.
10. **Indemnification, Hold Harmless, Additional Insured.** To the fullest extent permitted by law, PERFORMER, shall hold harmless, defend at its own expense, and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act by PERFORMER or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.
- City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953 as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provision of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.
- City, its officers, employees and contractors shall be named as additional insureds for all liability arising from this Agreement.
11. **Arbitration settles disputes.** All claims or disputes by either Party from or under this Agreement shall be submitted to a mutually agreed upon arbitration service. Any court that would otherwise have had jurisdiction over the dispute shall enforce both settlement by the arbitration service and any arbitration award. Parties shall cover their own costs, save that any fee charged by arbitration service to submit the case to arbitration service may be recovered from the other party in an arbitration award.
12. **Interpretation.** Agreement will be interpreted according to the laws of Utah. The exclusive jurisdiction for any claim or controversy arising out of, or relating to, this Agreement shall be adjudicated within Carbon County, Utah.
13. This Agreement supersedes and nullifies any and all previously signed agreements between City and Performer(s).
14. If Performer(s) have agent representation and is not signing on their own behalf, the below signed Performer(s) Representative warrants s/he has authority to sign this agreement, binding Performer(s) to this Agreement in its entirety. The below signed City Mayor warrants that s/he has the authority to bind City.

Signature of Performer(s): _____



Performer(s)'s Typed name: _____

Or

Performer(s)'s Representative Signature: _____

Performer(s)'s Representative Name & Title: _____

Price City's Representative Signature:: _____

Price City's Representative Name & Title: _____



ENTERTAINMENT CONTRACT

This contract (hereinafter referred to as the "Agreement") is made on this day of April 25, 2026, between Price Municipal Corporation (hereinafter referred to as "City") having an address of 185 E Main Street, PO Box 893, Price, Utah 84501 and PettingZoo4U (hereinafter referred to as the "Performer(s)) having an address of 100 S. Geneva Road D307 Vineyard, Utah 84058 for the contracting of Performer(s) as independent contractors to perform 2026 Price Renaissance Festival (hereinafter referred to as the "Show") at Washington Park (hereinafter referred to as the "Venue"), located at the address 500 N. 100 E. Price, Utah 84501. City and Performer(s) may be hereinafter referred to as a "Party" or "Parties".

It is hereby agreed as follows:

1. **Place, date, and time of Show.** The Parties hereby agree that the time and place of the Show shall be, located at the Venue, having an address 500 N. 100 E. Price, Utah 84501, on April 25, 2026
2. **Description of Show.** PettingZoo4U ("Performer") shall provide petting zoo services for festival attendees on Saturday from 10:00 AM to 8:00 PM. Performer shall supply all animals, enclosures, fencing, and necessary equipment to safely operate the petting zoo. Performer is responsible for the care, handling, and supervision of all animals, as well as maintaining proper sanitation, cleanliness, and safety standards throughout the duration of the event. Performer shall ensure compliance with all applicable health, safety, and animal welfare regulations.
3. **Payment.** Compensation for the Show will be five hundred dollars (\$500.00), (hereinafter referred to as the "Fee") payable by mailed or hand delivered check post the Show date. Performer(s) must present a current IRS Form W9 and a numbered invoice not less than three (3) days prior to the Show. City shall provide payment of invoice prior to the date of the Show, if possible, or within thirty (30) days of Show.
4. **Cancellation.** If City cancels Show by Performer(s) within two (2) days of Show date/time for any reason other than force majeure, City shall pay Fee in full. Cancellation by Performer(s) within two (2) days prior to Show date/time shall result in no Fee paid by City to Performer(s).
5. **Force Majeure.** In the event Show cannot reasonably be completed due to unpredictable occurrences such as an act of nature, government, or illness/disability of Performer(s), the Parties may negotiate a substitute Show on the same terms and conditions as this Agreement, save for the time of Show, in which case a new Agreement reflecting the substitute Show shall be signed by the Parties. No further damages may be sought by either Party hereto for failure to perform because of force majeure.
6. **Food and Drink.** Price City shall not provide Performer(s) with meals.
7. **Parking.** Performer(s) shall secure its own sufficient parking for Performer(s)'s vehicle within a reasonably convenient distance to Venue for a minimum period of two (2) hours prior to the Show and lasting until one (1) hour after the Show.
8. **Sound Systems Check.** A sound check may be conducted by the Performer(s) of Venue's sound system, at a time to be mutually arranged between the Parties.



9. **Security, Health, and Safety.** Performer(s) warrants that Venue has been reviewed and inspected by Performer(s) and is of sufficient size to safely conduct Show, as identified in #2 above, that Venue is of stable construction and sufficiently protected from weather, and that there is adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification, Hold Harmless, Additional Insured.** To the fullest extent permitted by law, PERFORMER, shall hold harmless, defend at its own expense, and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act by PERFORMER or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.

City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953 as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provision of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

City, its officers, employees and contractors shall be named as additional insureds for all liability arising from this Agreement.

11. **Arbitration settles disputes.** All claims or disputes by either Party from or under this Agreement shall be submitted to a mutually agreed upon arbitration service. Any court that would otherwise have had jurisdiction over the dispute shall enforce both settlement by the arbitration service and any arbitration award. Parties shall cover their own costs, save that any fee charged by arbitration service to submit the case to arbitration service may be recovered from the other party in an arbitration award.

12. **Interpretation.** Agreement will be interpreted according to the laws of Utah. The exclusive jurisdiction for any claim or controversy arising out of, or relating to, this Agreement shall be adjudicated within Carbon County, Utah.

13. This Agreement supersedes and nullifies any and all previously signed agreements between City and Performer(s).

14. If Performer(s) have agent representation and is not signing on their own behalf, the below signed Performer(s) Representative warrants s/he has authority to sign this agreement, binding Performer(s) to this Agreement in its entirety. The below signed City Mayor warrants that s/he has the authority to bind City.

Signature of Performer(s): _____



Performer(s)'s Typed name: _____

Or

Performer(s)'s Representative Signature: _____

Performer(s)'s Representative Name & Title: _____

Price City's Representative Signature:: _____

Price City's Representative Name & Title: _____



ENTERTAINMENT CONTRACT

This contract (hereinafter referred to as the "Agreement") is made on this day of April 14, 2026, between Price Municipal Corporation (hereinafter referred to as "City") having an address of 185 E Main Street, PO Box 893, Price, Utah 84501 and Nature's Educators (hereinafter referred to as the "Performer(s)") having an address of PO Box 101, Florence, CO, United States, Colorado for the contracting of Performer(s) as independent contractors to perform 2026 Price Renaissance Festival (hereinafter referred to as the "Show") at Washington Park (hereinafter referred to as the "Venue"), located at the address 500 N. 100 E. Price, Utah 84501. City and Performer(s) may be hereinafter referred to as a "Party" or "Parties".

It is hereby agreed as follows:

1. **Place, date, and time of Show.** The Parties hereby agree that the time and place of the Show shall be, located at the Venue, having an address 500 N. 100 E. Price, Utah 84501, on April 24-25, 2026.
2. **Description of Show.** Nature's Educators ("Performer") shall provide educational demonstrations featuring birds of prey within a designated booth space for the duration of the festival. Performer shall supply all animals, equipment, and trained personnel necessary to conduct safe and informative interactions with attendees. In addition, Performer shall present one (1) 15-minute educational session on the main stage at a scheduled time. Performer is responsible for the care, handling, and safety of all animals and for maintaining compliance with all applicable regulations and event guidelines.
3. **Payment.** Compensation for the Show will be two thousand, three hundred, eleven dollars and seventy seven cents (\$2,311.77), (hereinafter referred to as the "Fee") payable by mailed or hand delivered check post the Show date. Performer(s) must present a current IRS Form W9 and a numbered invoice not less than three (3) days prior to the Show. City shall provide payment of invoice prior to the date of the Show, if possible, or within thirty (30) days of Show.
4. **Cancellation.** If City cancels Show by Performer(s) within two (2) days of Show date/time for any reason other than force majeure, City shall pay Fee in full. Cancellation by Performer(s) within two (2) days prior to Show date/time shall result in no Fee paid by City to Performer(s).
5. **Force Majeure.** In the event Show cannot reasonably be completed due to unpredictable occurrences such as an act of nature, government, or illness/disability of Performer(s), the Parties may negotiate a substitute Show on the same terms and conditions as this Agreement, save for the time of Show, in which case a new Agreement reflecting the substitute Show shall be signed by the Parties. No further damages may be sought by either Party hereto for failure to perform because of force majeure.
6. **Food and Drink.** Price City shall not provide Performer(s) with meals.
7. **Parking.** Performer(s) shall secure its own sufficient parking for Performer(s)'s vehicle within a reasonably convenient distance to Venue for a minimum period of two (2) hours prior to the Show and lasting until one (1) hour after the Show.



8. **Sound Systems Check.** A sound check may be conducted by the Performer(s) of Venue's sound system, at a time to be mutually arranged between the Parties.
9. **Security, Health, and Safety.** Performer(s) warrants that Venue has been reviewed and inspected by Performer(s) and is of sufficient size to safely conduct Show, as identified in #2 above, that Venue is of stable construction and sufficiently protected from weather, and that there is adequate security and/or emergency medical responders available if foreseeably necessary.
10. **Indemnification, Hold Harmless, Additional Insured.** To the fullest extent permitted by law, PERFORMER, shall hold harmless, defend at its own expense, and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act by PERFORMER or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.
- City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953 as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provision of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.
- City, its officers, employees and contractors shall be named as additional insureds for all liability arising from this Agreement.
11. **Arbitration settles disputes.** All claims or disputes by either Party from or under this Agreement shall be submitted to a mutually agreed upon arbitration service. Any court that would otherwise have had jurisdiction over the dispute shall enforce both settlement by the arbitration service and any arbitration award. Parties shall cover their own costs, save that any fee charged by arbitration service to submit the case to arbitration service may be recovered from the other party in an arbitration award.
12. **Interpretation.** Agreement will be interpreted according to the laws of Utah. The exclusive jurisdiction for any claim or controversy arising out of, or relating to, this Agreement shall be adjudicated within Carbon County, Utah.
13. This Agreement supersedes and nullifies any and all previously signed agreements between City and Performer(s).
14. If Performer(s) have agent representation and is not signing on their own behalf, the below signed Performer(s) Representative warrants s/he has authority to sign this agreement, binding Performer(s) to this Agreement in its entirety. The below signed City Mayor warrants that s/he has the authority to bind City.

Signature of Performer(s): _____



Performer(s)'s Typed name: _____

Or

Performer(s)'s Representative Signature: _____

Performer(s)'s Representative Name & Title: _____

Price City's Representative Signature:: _____

Price City's Representative Name & Title: _____



ENTERTAINMENT CONTRACT

This contract (hereinafter referred to as the "Agreement") is made on this day of April 14, 2026, between Price Municipal Corporation (hereinafter referred to as "City") having an address of 185 E Main Street, PO Box 893, Price, Utah 84501 and Tomi Lasley / Pebble the Clown (hereinafter referred to as the "Performer(s)") having an address of 481 W. 300 S. #10 Price, Utah 84501 for the contracting of Performer(s) as independent contractors to perform 2026 Price Renaissance Festival (hereinafter referred to as the "Show") at Washington Park (hereinafter referred to as the "Venue"), located at the address 500 N. 100 E. Price, Utah 84501. City and Performer(s) may be hereinafter referred to as a "Party" or "Parties".

It is hereby agreed as follows:

1. **Place, date, and time of Show.** The Parties hereby agree that the time and place of the Show shall be, located at the Venue, having an address 500 N. 100 E. Price, Utah 84501, on the April 24-25, 2026
2. **Description of Show.** Tomi Lasley, also known as "Pebble the Clown" ("Performer"), shall provide interactive entertainment including face painting and balloon animal creations for festival attendees. Performer shall appear in themed costume and operate within a designated booth space provided by the event. Services shall be offered free of charge to attendees for a total of four (4) hours on Friday and six (6) hours on Saturday, at scheduled times. Performer shall supply all materials, equipment, and supplies necessary to perform these services.
3. **Payment.** Compensation for the Show will be four hundred dollars (\$400.00), (hereinafter referred to as the "Fee") payable by mailed or hand delivered check post the Show date. Performer(s) must present a current IRS Form W9 and a numbered invoice not less than three (3) days prior to the Show. City shall provide payment of invoice prior to the date of the Show, if possible, or within thirty (30) days of Show.
4. **Cancellation.** If City cancels Show by Performer(s) within two (2) days of Show date/time for any reason other than force majeure, City shall pay Fee in full. Cancellation by Performer(s) within two (2) days prior to Show date/time shall result in no Fee paid by City to Performer(s).
5. **Force Majeure.** In the event Show cannot reasonably be completed due to unpredictable occurrences such as an act of nature, government, or illness/disability of Performer(s), the Parties may negotiate a substitute Show on the same terms and conditions as this Agreement, save for the time of Show, in which case a new Agreement reflecting the substitute Show shall be signed by the Parties. No further damages may be sought by either Party hereto for failure to perform because of force majeure.
6. **Food and Drink.** Price City shall not provide Performer(s) with meals.
7. **Parking.** Performer(s) shall secure its own sufficient parking for Performer(s)'s vehicle within a reasonably convenient distance to Venue for a minimum period of two (2) hours prior to the Show and lasting until one (1) hour after the Show.



8. **Sound Systems Check.** A sound check may be conducted by the Performer(s) of Venue's sound system, at a time to be mutually arranged between the Parties.
9. **Security, Health, and Safety.** Performer(s) warrants that Venue has been reviewed and inspected by Performer(s) and is of sufficient size to safely conduct Show, as identified in #2 above, that Venue is of stable construction and sufficiently protected from weather, and that there is adequate security and/or emergency medical responders available if foreseeably necessary.
10. **Indemnification, Hold Harmless, Additional Insured.** To the fullest extent permitted by law, PERFORMER, shall hold harmless, defend at its own expense, and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act by PERFORMER or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.
- City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953 as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provision of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.
- City, its officers, employees and contractors shall be named as additional insureds for all liability arising from this Agreement.
11. **Arbitration settles disputes.** All claims or disputes by either Party from or under this Agreement shall be submitted to a mutually agreed upon arbitration service. Any court that would otherwise have had jurisdiction over the dispute shall enforce both settlement by the arbitration service and any arbitration award. Parties shall cover their own costs, save that any fee charged by arbitration service to submit the case to arbitration service may be recovered from the other party in an arbitration award.
12. **Interpretation.** Agreement will be interpreted according to the laws of Utah. The exclusive jurisdiction for any claim or controversy arising out of, or relating to, this Agreement shall be adjudicated within Carbon County, Utah.
13. This Agreement supersedes and nullifies any and all previously signed agreements between City and Performer(s).
14. If Performer(s) have agent representation and is not signing on their own behalf, the below signed Performer(s) Representative warrants s/he has authority to sign this agreement, binding Performer(s) to this Agreement in its entirety. The below signed City Mayor warrants that s/he has the authority to bind City.

Signature of Performer(s): _____



Performer(s)'s Typed name: _____

Or

Performer(s)'s Representative Signature: _____

Performer(s)'s Representative Name & Title: _____

Price City's Representative Signature:: _____

Price City's Representative Name & Title: _____



ENTERTAINMENT CONTRACT

This contract (hereinafter referred to as the "Agreement") is made on this day of 4/14/2026, between Price Municipal Corporation (hereinafter referred to as "City") having an address of 185 E Main Street, PO Box 893, Price, Utah 84501 and Andrew Pehrson (hereinafter referred to as the "Performer(s)") having an address of 735 N Bell Ave #365 Castle Dale, Utah 84513 for the contracting of Performer(s) as independent contractors to perform Master of Ceremonies Services/Heralding (hereinafter referred to as the "Show") at Washington Park (hereinafter referred to as the "Venue"), located at the address 500 N. 100 E. Price, Utah 84501. City and Performer(s) may be hereinafter referred to as a "Party" or "Parties".

It is hereby agreed as follows:

1. **Place, date, and time of Show.** The Parties hereby agree that the time and place of the Show shall be, located at the Venue, having an address 500 N. 100 E. Price, Utah 84501, on the April 24-25, 2026
2. **Description of Show.** The Master of Ceremonies/Herald ("Performer") shall serve as the official voice of the festival, providing announcements, introductions, and audience engagement throughout the event. Duties include opening and closing remarks, introducing performers and scheduled acts, sharing important event information, and maintaining the flow of programming across designated areas. Performer shall embody a Renaissance-style presence, engaging guests in an immersive and entertaining manner while ensuring timely communication of schedules, safety notices, and festival highlights.
3. **Payment.** Compensation for the Show will be three hundred dollars (\$300.00), (hereinafter referred to as the "Fee") payable by mailed or hand delivered check post the Show date. Performer(s) must present a current IRS Form W9 and a numbered invoice not less than three (3) days prior to the Show. City shall provide payment of invoice prior to the date of the Show, if possible, or within thirty (30) days of Show.
4. **Cancellation.** If City cancels Show by Performer(s) within two (2) days of Show date/time for any reason other than force majeure, City shall pay Fee in full. Cancellation by Performer(s) within two (2) days prior to Show date/time shall result in no Fee paid by City to Performer(s).
5. **Force Majeure.** In the event Show cannot reasonably be completed due to unpredictable occurrences such as an act of nature, government, or illness/disability of Performer(s), the Parties may negotiate a substitute Show on the same terms and conditions as this Agreement, save for the time of Show, in which case a new Agreement reflecting the substitute Show shall be signed by the Parties. No further damages may be sought by either Party hereto for failure to perform because of force majeure.
6. **Food and Drink.** Price City shall not provide Performer(s) with meals.
7. **Parking.** Performer(s) shall secure its own sufficient parking for Performer(s)'s vehicle within a reasonably convenient distance to Venue for a minimum period of two (2) hours prior to the Show and lasting until one (1) hour after the Show.



8. **Sound Systems Check.** A sound check may be conducted by the Performer(s) of Venue's sound system, at a time to be mutually arranged between the Parties.

9. **Security, Health, and Safety.** Performer(s) warrants that Venue has been reviewed and inspected by Performer(s) and is of sufficient size to safely conduct Show, as identified in #2 above, that Venue is of stable construction and sufficiently protected from weather, and that there is adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification, Hold Harmless, Additional Insured.** To the fullest extent permitted by law, PERFORMER, shall hold harmless, defend at its own expense, and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act by PERFORMER or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.

City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953 as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provision of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

City, its officers, employees and contractors shall be named as additional insureds for all liability arising from this Agreement.

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Signature of Performer(s): _____



Performer(s)'s Typed name: _____

Or

Performer(s)'s Representative Signature: _____

Performer(s)'s Representative Name & Title: _____

Price City's Representative Signature:: _____

Price City's Representative Name & Title: _____



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City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953 as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provision of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

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Signature of Performer(s): _____



Performer(s)'s Typed name: _____

Or

Performer(s)'s Representative Signature: _____

Performer(s)'s Representative Name & Title: _____

Price City's Representative Signature:: _____

Price City's Representative Name & Title: _____

NOTICE OF AWARD, EMERGENCY WATERSHED PROTECTION...



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR268D43XXXXC002	2. Amendment Number	3. Award /Project Period Date of final signature - 09/13/2026	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 125 South State Street, Room 4010 Salt Lake City, UT 84138-1100		6. Recipient Organization (Name and Address) CITY OF PRICE P.O. BOX 893 PRICE UT 84501-0893 UEI Number / DUNS Number: HDXVMTNXCH68 / 073002818 EIN:	
7. NRCS Program Contact Name: Ammon Boswell Phone: (385) 405-7248 Email: ammon.boswell@usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name: John Boyd Phone: (435) 636-3151 Email: johnb@priceutah.gov	10. Recipient Administrative Contact Name: Justin Orth Phone: (435) 636-3147 Email: justino@priceutah.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Miles Nelson Phone: (435) 636-3148 Email: milesn@priceutah.net
15. Project Title/ Description: Design and installation of Emergency Watershed Protection EWP program measures for City of Price 2025			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$1,065,154.72	\$309,638.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$1,065,154.72	\$309,638.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$928,914.00	Other	\$136,240.72
Total Direct Cost	\$1,065,154.72	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$309,638.00
		Total Federal Funds Awarded	\$1,065,154.72
		Total Approved Budget	\$1,374,792.72

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Arelys Ortiz Acting Utah State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Terry Willis Mayor	Signature 	Date 04/09/2026

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to the City of Price, hereinafter referred to as the "Sponsor," for EWP Program Project No. 5150-001 in Carbon County, Utah for implementation of recovery measures that if left undone, pose a risk to life and/or property.

Objectives

The design and installation of Emergency Watershed Protection (EWP) program measures as detailed in the individual Damage Survey Reports (DSRs) and described below.

- 49-03-26-5150-001 - City of Price - Price City 2025 - Sponsor A/E design

Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$1,374,792.72

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$928,914.00 + 25% Sponsor \$309,638.00): \$1,238,552.00

Technical Assistance (TA) Costs:

100% NRCS: up to \$136,240.72

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$136,240.72 for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.
3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.
4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:
 - a. Engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
 - b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.
5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
7. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer's approved plans and specifications.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
10. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP program project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for

constructing the eligible EWP program project measures.

d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact progress reports as agreed to and as necessary. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.

17. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD.@usda.gov.

Performance Reports: annually

NRCS RESPONSIBILITIES

1. For sites requiring contracted engineering services, assist Sponsor in establishing design parameters. Determine eligible construction costs during the pre-design conference.
2. If applicable, designate a Government Representative to serve as liaison with the Sponsor and identify that person's contact information with this fully signed and executed agreement.
3. For sites requiring contracted engineering services, review, comment, and concur in preliminary and final plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP). For sites designed by NRCS, provide final plans, construction specifications, construction costs estimate, O&M Plan, and QAP to the Sponsor.
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the NRCS designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with the approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items.

1. Obtaining permits: estimated month 1
2. Completing Quality Assurance Plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: (09/2026)
6. Complete closeout-out activities: No later than 120 calendar days from agreement expiration.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

Public Works Director
MILES NELSON
Deputy Public Works Director
JUSTIN ORTH
Parks & Cemeteries Manager
ROBBY MATKIN
Pool & Facilities Manager
TAMARA GRAY
Streets & Fleet Supervisor
CHARLIE WESTBROOK
Wtr Treatment Plant Supervisor
RON BREWER
Wtr/Swr Maintenance Supervisor
BILL WARDLE

PRICE RIVER WATER RESOURCES COMMITTEE (PRWRC)...



Mayor
TERRY WILLIS

City Council
LAYNE MILLER
TANNER RICHARDSON
RICHARD ROOT
RUSSELL SEELEY
TINA URBANIC

DEPARTMENT OF PUBLIC WORKS

432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501
(435) 637-5010 www.priceutah.net

PRICE RIVER WATER RESOURCES COMMITTEE MEETING

April 6, 2026, 3:00pm

In-Person & via Zoom

Agenda

1. Call to Order and Welcome – Vice Chair Butcher
2. Roll Call (Sign-In Sheet)
3. Approval of Minutes – November 3, 2025 Meeting
4. Election of Committee Officers – Vice Chair Butcher
5. Upper Price River EIS Update - Miles
6. In-Stream Flow Study – Tommy DeHart, Trout Unlimited
7. Public Comment
8. Unfinished Business
9. New Business
10. Other
11. Adjourn

NEXT SCHEDULED MEETING: Monday, May 4, 2026 @ 3:00pm

Price
Utah

Account Number: 3870
Business Activity: 5616

SOLICITOR'S LICENSE APPLICATION

Bring all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

Applicant Information

Name of Applicant (include former names/aliases used during last 10 years):

Rusty Stubbbs

Home Address of Applicant: 2228 E 5700 S

Suite/Apt No:

City: Price

State: UT

Zip Code: 84501

Telephone: (979) 220-1640

Birth Date: 01-29-2007

Drivers License No. (include state):
1450000677 chihuahua mexico

Mailing Address (if different):

City:

State: Zip Code:

Employer Information

Employer's Name: Rusty Stubbbs

Employer's Address: 2228 E 5700 S

Suite/Apt No:

City: Price

State: UT

Zip Code: 84501

Employer's Telephone:
(979) 220-1640

State Sales Tax I.D. No.
(Include copy or proof of exemption):

Federal Tax I.D. No. (Include copy):
41-5288203

Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC ☐ Other:
(Include copy of name registration with the State of Utah)

Detailed Description of Goods or Services (include any commonly known, registered, or trademarked names): Handy man,
Deck repair/Staining, Drywall repairs, window sealing, fence/Gate repairs, General maintenance

Do you hold any other licenses, permits, registrations, or other qualifications required by federal or state law to promote, provide, or render advice regarding the offered goods or services? Yes ☐ No ☒
If Yes, please explain.

Dates Business To Be Conducted: 04-13-2026

I have read the Solicitor Ordinance. RS
(Please initial)

