



Amendment No. 3
to
Contract No. GA170000005
for
Anhydrous Ammonia
between
Shrieve Chemical Company
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 90 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:
- 2.0 Effective June 9, 2019 the term for the holdover will be June 9, 2019 To September 9, 2019.
- 3.0 The City hereby amends the above contract for approved price increase requested by Shrieve Chemical Company effective 6/9/19. Prices are going from \$0.69 to \$0.82 per pound.
- 4.0 The City hereby exercises an administrative increase to the above referenced contract in the amount of \$61,000

- 5.0 The total contract amount is increased by 61,000. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 2/10/2017 – 2/9/2019	\$473,088.00	\$476,088.00
Amendment No. 1 – Vendor Information Change	\$0.00	\$476,088.00
Amendment No. 2: 120 Holdover 2/9/2019 – 6/9/2019	\$0.00	\$476,088.00
Amendment No. 3: 90 day holdover 6/19/2019 – 9/9/2019, Price increase, and Administrative increase	\$61,000.00	\$537,088.00

- 6.0 MBE/WBE goals were not established for this contract.
- 7.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 8.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Shrieve Chemical Company

Signature:

Printed Name:
Authorized Representative

Shrieve Chemical Company
1755 Woodstead Ct.
The Woodlands, TX 77380

WOODLANDS

City of Austin

Signature:

Georgia Billela, Procurement Specialist III
City of Austin
Purchasing Office

4/9/19



Amendment No. 2
to
Contract No. GA170000005
for
Anhydrous Ammonia
between
Shrieve Chemical Company
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

- 2.0 Effective December 5, 2018 the term for the holdover will be February 9, 2019 to June 9, 2019.

- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 2/10/2017 – 2/9/2019	\$473,088.00	\$476,088.00
Amendment No. 1 – Vendor Information Change	\$0.00	\$476,088.00
Amendment No. 2: 120 Holdover 2/9/2019 – 6/9/2019	\$0.00	\$476,088.00

- 5.0 MBE/WBE goals were not established for this contract.

- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Georgia Billela 12/5/18
Georgia Billela, Procurement Specialist III
City of Austin
Purchasing Office

Signature & Date:

Lang Watson 12/5/18
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. MA 2200 GA170000005
for
Anhydrous Ammonia
Between
Shrieve Chemical Company
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Shrieve Chemical Company	Shrieve Chemical Company
Vendor Code	VS0000019823	V00000936846
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Matt Duree
Procurement Manager
City of Austin, Purchasing Office

11-26-18

Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

February 10, 2017

Shrieve Chemical Company
Keith Carlson
Marketing Manager
1755 Woodstead Court
The Woodlands, TX 77380
kcarlson@shrieve.com

Dear Mr. Carlson:

The Austin City Council approved the execution of a contract with your company for Anhydrous Ammonia in accordance with the referenced solicitation.

Responsible Department:	Austin Water Department
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0223
Project Name:	Anhydrous Ammonia
Contractor Name:	Shrieve Chemical Company
Contract Number:	MA 2200 GA170000005
Contract Period:	2/10/2017 – 2/9/2019
Dollar Amount	\$476,088
Extension Options:	3 x 12 month options (\$238,044 per option)
Requisition Number:	RQM 16072200589
Solicitation Type & Number:	IFB JXP0121
Agenda Item Number:	32
Council Approval Date:	2/2/2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela
Senior Buyer
City of Austin
Purchasing Office

cc: Judy Musgrove
Darrell Richmond
Andy Ramirez

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Shrieve Chemical Company (“Contractor”)
for
Anhydrous Ammonia
MA 2200 GA170000005**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Shrieve Chemical Company having offices at The Woodlands, Texas 77380 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB JXP0121.

1.1 This Contract is composed of the following documents:

1.1.1 This document

1.1.2 The City’s Solicitation, Invitation for Bid (IFB), JXP0121 including all documents incorporated by reference

1.1.3 **Shrieve Chemical Company** Offer, dated 9/23/16

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This document

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3

1.3 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$476,088 for the initial Contract term and \$238,044 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Shrieve Chemical Company

Ted Threadgill
Printed Name of Authorized Person

Ted Threadgill
Signature

Pres - Shrieve Chemical
Title:

2-10-17
Date:

CITY OF AUSTIN

Georgia Billela
Printed Name of Authorized Person

GBillela
Signature

Senior Buyer
Title:

2/10/17
Date:

CITY OF AUSTIN

Matthew Dyer
Printed Name of Authorized Person

Matthew Dyer
Signature

Buyer Senior Supervisor
Title:

2-10-17
Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 2200 JXP0121

DATE ISSUED: 9/12/16

REQUISITION NO.: 16072200589

COMMODITY CODE: 33518

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Joshua Pace

Buyer II

Phone: (512) 974-3127

E-Mail: Joshua.Pace@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Anhydrous Ammonia

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 9/27/16, 2:00 PM local time

BID OPENING TIME AND DATE: 9/27/16, 2:15 PM local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 2200 JXP0121	Purchasing Office-Response Enclosed for Solicitation # IFB 2200 JXP0121
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY (FLASH DRIVE ONLY) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	*
0600	BID SHEET – Complete and return	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return	2
Attachment A	CHEMICAL DELIVERY NOTICE FORM	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Shrieve Chemical Company
Company Address: 1755 Woodstead Court
City, State, Zip: The Woodlands, TX 77380
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Keith Carlson
Title: Marketing Manager
Signature of Officer or Authorized Representative: [Signature]
Date: 9/23/16
Email Address: Kcarlson@shrieve.com
Phone Number: 281-367-4226

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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PURCHASING OFFICE
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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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PURCHASING OFFICE
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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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STANDARD PURCHASE TERMS AND CONDITIONS**

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

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.**
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.**
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".**

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Joshua.Pace@austintexas.gov no later than September 19, 2016 at 5:00 PM local time.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Hazardous Materials Insurance:** For Work which involves hazardous materials or pollutants, CONTRACTOR or Subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above:
 - (1) Provide an endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy shall not exclude coverage for hazardous materials or pollutants identified in the scope of work, and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30 day Notice of Cancellation and Waiver of Subrogation endorsements in favor of OWNER.
 - (2) Contractor or Subcontractor responsible for transporting any hazardous materials under this contract shall provide pollution coverage. Federal law requires interstate or intrastate transporters of hazardous materials to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting hazardous materials in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of hazardous materials in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of hazardous materials shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of hazardous materials. The endorsement shall, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous materials arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to three additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Location:
Davis Water Treatment Plant
3500 W. 35th Street
Austin, Texas 78703

Days:
Monday – Friday
7:30 AM – 2:00 PM

Location:
Ullrich Water Treatment Plant
1000 Forest View Drive
Austin, Texas 78746
(delivery restricted to Red Bud Trail)

Days:
Monday – Friday
7:30 AM – 2:00 PM

- A. Delivery is to be made within ten (10) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- E. If a truck arrives (for a delivery) on a Saturday, Sunday, City holiday, or after 2:00 PM on a normal work day, without the City's specific request, the City will charge the Contractor all overtime and call back expenses for unloading, or if the supplier wishes, the truck will not be unloaded until normal working hours.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Davis Water Treatment Plant
Attn:	Gary Anders
Address	3500 West 35 th . Street
City, State Zip Code	Austin, Texas 78703

	City of Austin
Department	Ullrich Water Treatment Plant
Attn:	Monty Wied
Address	1000 Forest View Drive
City, State Zip Code	Austin, TX 78746

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

8. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
- Offerors may quote one or more discount amounts from a Published Price List for all offered items to be covered in the Contract. The discounts must remain firm during the life of the Contract.
 - Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

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- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: pcu325998325998A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Water treating compounds	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as a contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond

512-972-0223

Darrell.Richmond@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

13. **SITE CONTACT(S):** The following people are designated as a Site Contact, and will act as an onsite contact point between the City and the Contractor during the term of the Contract:

Gary Anders - Davis Water Treatment Plant

Phone: 512-972-1723

Fax: 512-972-1725

Gary.Anders@austintexas.gov

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Monty Wied – Ullrich Water Treatment Plant

Phone: 512-972-1851

Fax: 512-972-1834

Monty.Wied@austintexas.gov

*Note: Neither of the above listed Site Contacts are the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Site Contacts is prohibited during the no contact period.

Scope of Work

SOLICITATION NO. IFB 2200 JXP0121

Description: *Anhydrous Ammonia*

1.0 Purpose

This specification establishes the minimum requirements for the purchase of commercial grade anhydrous ammonia. Austin Water (AW) will use the anhydrous ammonia in the treatment of the City's water supply, combining it with chlorine to form chloramine, a disinfectant.

2.0 Background

- 2.1 Anhydrous ammonia has a molecular weight of 17.0331 and a boiling point of -28.17 degrees Fahrenheit at 1 atm.
- 2.2 The City's water treatment plants (WTPs) have the following anhydrous ammonia storage tank capacities:
 - 2.2.1 Davis Water Treatment Plant - Two 2,000 gallon tanks (10,400 lbs. per tank)
 - 2.2.2 Ullrich Water Treatment Plant - Four 1,000 gallon tanks (5,200 lbs. per tank).
 - 2.2.3 The City reserves the right to add additional tanks and locations during the contract term at no additional charge to the City.
- 2.3 Anhydrous ammonia is considered hazardous material as defined under 49 CFR part 383.5: Any material that has been designated as hazardous under 49 U.S.C. 5103 and is required to be placarded under subpart F of 49 CFR part 172 or any quantity of a material listed as a select agent or toxin in 42 CFR part 73.
- 2.4 Normal minimum deliveries will be 1,500 pounds for each of the Davis and Ullrich WTPs.
- 2.5 Up to six times per year, the City may evacuate all ammonia, oil residue and moisture from ammonia storage tanks and dispose of materials evacuated in accordance with federal, state, and local regulations. The City will schedule tank evacuations during normal business hours and will notify the Contractor when evacuations are scheduled.

3.0 Applicable Specifications

- 3.1 The anhydrous ammonia shall comply with the American Water Works Association (AWWA) Standards for Anhydrous Ammonia as contained in the latest revision of the AWWA B305 Standard Publications, except for the modifications contained in these specifications.
- 3.2 Where there is a conflict between requirements in the AWWA Standards and these specifications, the more stringent requirements shall govern.
- 3.3 The anhydrous ammonia shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with the National Sanitation Foundation (NSF) and the American National Standards Institute (ANSI) Standard 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.

4.0 Product Specifications

- 4.1 The anhydrous ammonia (NH₃) supplied under this contract shall be a colorless, liquefied, compressed gas. The material shall contain no solids in suspension that could interfere with proper operation of ammonia feed equipment.
- 4.2 At a minimum, the assay of NH₃ shall be 99.5 % (commercial grade or better).
- 4.3 At a maximum, water content of NH₃ shall be 5,000 ppm (0.5 %) by weight.
- 4.4 There shall be no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated with the material.
- 4.5 There shall be no detectable taste or odor to the public water supply when added to the water in recommended amounts.

5.0 Contractor Responsibilities

- 5.1 Contractor shall provide anhydrous ammonia on a weight basis. Delivery shall be made in bulk trucks equipped to accurately meter and transfer ammonia to the ammonia storage tanks at AW's water treatment plants.
- 5.2 Contractor shall have sole responsibility for ensuring compatibility with the AW's unloading equipment and piping system.
- 5.3 Contractor shall calibrate meters. AW reserves the right to request copies of meter calibration records, and the Contractor shall provide them within 24 hours of AW's request.
- 5.4 Contractor may be required to split loads between two delivery locations upon the AW's request, and at no additional charge to the City. If the delivery is split between locations, the delivery truck shall measure the volume of ammonia delivered to each site and provide the measurement information, in writing, to the respective plant supervisor.
- 5.5 AW has had issues with Contractors changing trucking companies, and the new truck drivers not being aware of AW's specifications. If the Contractor changes trucking companies to one that is different than the one listed on the bid sheet, the Contractor shall notify AW in writing at least one week prior to any deliveries made by the new trucking company.
- 5.6 Contractor shall provide a Safety Data Sheet (SDS) to the plant supervisors with each delivery of anhydrous ammonia.
- 5.7 Contractor shall provide to the City an affidavit from the manufacturer or supplier showing that the anhydrous ammonia provided by the Contractor meets the requirements of this specification.
- 5.8 Contractor shall FAX the "Chemical Delivery Notice" form (Attachment A) to the anticipated delivery site after receipt of order and before dispatching driver(s) to AW plants.
- 5.9 Contractor shall comply with the Federal Motor Carrier Safety Regulations, including 49CFR part 383 which governs commercial driver license standards requirements and penalties.
- 5.10 Contractor shall provide ammonia awareness safety training sessions to each shift at each plant. There are currently three shifts at two plants.

- 5.10.1 Contractor may provide two trainings in a day (one at each plant), but in order to provide trainings to each of the three shifts at each plant, the Contractor would have to come out three times.
- 5.10.2 Alternatively, Contractor may allow the City to videotape the training, for City use only, and provide one videotaped training per plant.
- 5.11 Contractor shall advise the plant supervisor via telephone of delivery dates within 24 hours of receipt of order from the plant supervisor.

Attachment A

AUSTIN WATER UTILITY

*****NOTICE OF CHEMICAL DELIVERY*****

CHEMICAL VENDOR NAME: _____

TRUCKING COMPANY NAME: _____

COMPANY CONTACT PHONE: _____ DATE OF THIS NOTICE: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION:

DESTINATION: _____ TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION:

MAKE: _____ MODEL: _____ COLOR: _____

TRUCK (front) LICENSE PLATE #: _____ TANK SECURITY SEAL #: _____

TRUCK / TANKER #: _____ / _____

DRIVER & COMMERCIAL DRIVER'S LICENSE (CDL) INFORMATION:

DRIVER NAME

(not necessary at this time)
DRIVER CDL NUMBER & EXPIRATION DATE

DRIVER CONTACT PHONE

CDL ENDORSEMENT ON LICENSE? YES NO
Circle One

CDL ENDORSEMENT CODE: H or X or N
Circle One

(This section for AWU use only)

Actual arrival time: _____ Is CDL endorsement code appropriate for this vehicle*? YES NO
Circle One

I have verified the information submitted on this form with actual conditions at delivery:

AWU Staff Signature: _____ Printed Name: _____

*Endorsement letters: N = Required for tanker vehicle
H = Required for transporting hazardous materials that require display of placards on truck/trailer
X = Combines N and H; Required for operating tanker vehicles carrying hazardous materials

This form should be retained and submitted with the related payment materials to AWU Accounts Payable.

NOTE: THIS FORM SHALL BE FAXED TO DELIVERY LOCATION SITE SUPERVISOR WHEN DRIVER HAS BEEN DISPATCHED FOR DELIVERY TO AUSTIN WATER UTILITY DELIVERY SITE. PLEASE CALL (512) 972-0310 WITH ANY QUESTIONS OR CONCERNS REGARDING THIS FORM.

{AWU REVISED 09/15/2013SS, Form 2013C}

**BID SHEET
CITY OF AUSTIN
ANYDROUS AMMONIA
INVITATION FOR BIDS (IFB) 2200 JXP0121**

BID DUE DATE: September 27, 2016 at 2:00 PM local time

BUYER: Joshua Pace

Section 1 - Anhydrous Ammonia, REQUIRED

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the Bidder does not wish to bid on that item. Please be advised that a "no bid" may result in disqualification of the bid. Altering this Bid Sheet may result in the disqualification of the bid. The City intends to award the contract to a single bidder.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Anhydrous Ammonia	300,000	Pounds	\$0.69	\$207,000.00
2	Ammonia Awareness Trainings	6	Each	\$1,400.00	\$8,400.00
BID TOTAL:					\$215,400.00

Section 2 - Published Price List Discount for informational purposes only

Bidder may be able to provide a discount off a Published Price List for items not listed above. See Section 0400 - Supplemental Purchase Provisions, item 8 for more information.

A bid of zero ('0') will be interpreted by the City that Published Price List items will be sold at the Manufacturer's Suggested Retail Price. A 'no bid' or blank entry will be interpreted by the City that the Bidder does not wish to provide Published Price List items.

This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

ITEM NO.	ITEM DESCRIPTION	PERCENT DISCOUNT FROM MSRP
3	Percentage discount off catalog/price list of items. Published Price List Name: _____ Indicate the discount from Manufacturer's Suggested Retail Price.	0.00%

Section 3 - Other and Non-Specified Items for informational purposes only

Bidder may be able to provide other items and services that are not listed above. The prices for these items shall be based on unit price(s), percentage discount(s) and/or hourly rate as indicated below.

The unit price(s), percentage discount(s) and/or hourly rate shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the Bidder does not wish to bid on Other and Non-Specified Items.

This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE, PERCENT DISCOUNT, OR HOURLY RATE
4	Cost for Contractor to evacuate tanks on an as needed basis (if Contractor has capacity to perform this task)	Per tank	\$5,400
5			
6			

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Signed Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605)
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700)
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)

<input checked="" type="checkbox"/>	No Goals Form & No Goals Utilization Plan (Section 0900)
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID.
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID.

Delivery Terms: Delivery shall be FOB Destination, Prepaid and Allowed	
Delivery Method (UPS, FedEx, Vendor Truck, etc.):	<u>Vendor Truck</u> , Name of Trucking Company: <u>Grammer Ind.</u>
Company Name:	<u>Shrieve Chemical Company</u>
Printed Name of Authorized Representative:	<u>Keith Carlson</u>
Email Address:	<u>kcarlson@shrieve.com</u>

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Shrieve Chemical Company	
Physical Address	1755 Woodstead Court, The Woodlands, TX 77380	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<u>No</u>

SUBCONTRACTOR(S):

Name of Local Firm	Grammer Industries	
Physical Address	18375 E. 345 S, Grammer, IN, 47236	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<u>No</u>

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Shrieve Chemical Company

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Trinity River Authority of Texas
Name and Title of Contact Mark Schoonover - Senior Buyer
Project Name Trinity River Authority of Texas - Euless
Present Address 6500 W. Singleton Blvd.
City, State, Zip Code Dallas, TX 75212
Telephone Number (972) 263-2251 x-338 Fax Number (972) 975-4413
Email Address schoonoverm@trinityra.org

2. Company's Name Twin Oaks Power (Lonestar)
Name and Title of Contact Paul Matthews - Ops Manager
Project Name Lonestar Generation
Present Address 13065 Plant Rd
City, State, Zip Code Bremond, TX 76629
Telephone Number (254) 746-7604 Fax Number ()
Email Address paul.matthew@lonestargen.com

3. Company's Name North Texas Municipal Water District
Name and Title of Contact Jeff Striplin - Ops Manager
Project Name North Texas Water District
Present Address P.O. Box 2408 - 775 Lynda Ln
City, State, Zip Code Wylie, TX 75098
Telephone Number (903) 217-4342 Fax Number ()
Email Address jstriplin@NTMWD.com

Section 0835: Non-Resident Bidder Provisions

Company Name Shrieve Chemical Company

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: Which State:

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer:

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: IFB 2200 JXP0121
PROJECT NAME: Anhydrous Ammonia

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☐ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☒ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Shrieve Chemical Company

Company Name

Keith Carlson - Marketing Manager

Name and Title of Authorized Representative (Print or Type)



Signature

9/23/16

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	IFB 2200 JXP0121
PROJECT NAME:	Anhydrous Ammonia

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Grammer Industries Shrieve Chemical Company		
Address	1755 Woodstead Court		
City, State Zip	The Woodlands, TX 77380		
Phone Number	281-367-4226	Fax Number	281-367-0071
Name of Contact Person	Keith Carlson		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Keith Carlson - Marketing Manager

Name and Title of Authorized Representative (Print or Type)

Keith Carlson

Signature

9/23/16

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	Grammer Industries		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input checked="" type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person	James Driscoll	Phone Number	800-333-7410
Amount of Subcontract	\$		
List commodity codes & description of services	281410 - Anhydrous Ammonia Transportation		

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 JXP0121

Addendum No: 1

Date of Addendum: 9/20/16

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

(Q1) What is the average weight of the typical order?

(A1) Over the past year, the average order to Davis was 4,500 lbs, and the average order to Ullrich was 6,500 lbs.

(Q2) Can the Contractor "top off" or deliver to multiple tanks on the same day to minimize freight costs?

(A2) Yes, the Contractor can "top off" or delivery to multiple tanks on deliveries as long as the Contractor coordinates delivery with each plant per the instructions in the Scope of Work. The City will not do the coordination. The Contractor will also need to meter the amount of material delivered to each plant since the plants budget separately.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Joshua Pace, Buyer II
Purchasing Office, 512-974-3127

9/20/16
Date

ACKNOWLEDGED BY: _____

Keith Carlson
Name

Keith Carlson
Authorized Signature

9/23/16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 JXP0121

Addendum No: 2

Date of Addendum: 9/21/16

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

(Q1) Can the Contractor deliver using a bulk trailer?

(A1) Yes, the Contractor can deliver using a bulk trailer at both current facilities.

(Q2) Most bulk anhydrous ammonia carriers do not have offloading meters. Could the Contractor use a bulk carrier scale in and out after each delivery to get delivered weights rather than metering?

(A2) Yes, scales can be used rather than metering. If using scales the Contractor shall provide weight certificates from State of Texas certified scales in the Austin area. Weight certificates shall be supplied on the weight of the truck before it unloads and again after it unloads. If the truck is to unload at more than one plant it shall be re-weighed before and after each unloading.

(Q3) What is the distance between the parking area (bulk trailer) and the unloading fittings at each location? Is each greater than 20 feet?

(A3) The distance is less than 20 feet at both locations.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Joshua Pace, Buyer II
Purchasing Office, 512-974-3127

9/21/16
Date

ACKNOWLEDGED BY:

Keith Carlson
Name


Authorized Signature

9/23/16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 JXP0121

Addendum No: 3

Date of Addendum: 9/30/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Add Contact:** The Authorized Contact for contractual and technical issues has been changed as follows:

Authorized Contact: Georgia Billela
Senior Buyer
512-974-2939
Georgia.Billela@austintexas.gov

- II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____

Joshua Pace, Senior Buyer
Purchasing Office, 512-974-3127

9/30/16
Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Substance
 Substance name : Ammonia, Anhydrous
 CAS No. : 7664-41-7
 Product code : AMM, AMMMET, AMMR
 Formula : NH_3
 Synonyms : Ammonia gas / Ammonia (anhydrous) / Free ammonia / Anhydrous, ammonia / Anhydrous ammonia / Ammonia anhydrous / Gaseous ammonia / AMMONIA

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

Use of the substance/preparation : Agricultural chemical
 Industrial use

1.3. Details of the supplier of the safety data sheet

PCS Sales (USA), Inc.
 1101 Skokie Blvd.
 Suite 400
 Northbrook, IL 60062
 T 800-241-6908 / 847-849-4200

Suite 500
 122 1st Avenue South
 Saskatoon, Saskatchewan Canada S7K7G3
 T 800-667-0403 (Canada) / 800-667-3930 (USA)

SDS@PotashCorp.com - www.PotashCorp.com

1.4. Emergency telephone number

Emergency number : 800-424-9300
 CHEMTREC

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Flam. Gas 2 H221
 Acute Tox. 3 (Inhalation:gas) H331
 Skin Corr. 1B H314

Ammonia, Anhydrous

Safety Data Sheet

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US)



Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

: H221 - Flammable gas
H314 - Causes severe skin burns and eye damage
H331 - Toxic if inhaled

Precautionary statements (GHS-US)

: P210 - Keep away from heat, hot surfaces, open flames, sparks. - No smoking
P260 - Do not breathe gas, vapours, fume
P264 - Wash clothing, hands and forearms thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P280 - Wear eye protection, face protection, protective gloves, protective clothing
P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
P303+P361+P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a POISON CENTER or doctor
P377 - Leaking gas fire: Do not extinguish, unless leak can be stopped safely
P381 - Eliminate all ignition sources if safe to do so
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container according to local, regional, national, and international regulations

2.3. Other hazards

Other hazards not contributing to the classification

: Hazardous to the aquatic environment - Acute Hazard Category 1.
Very toxic to aquatic life.

SECTION 3: Composition/information on ingredients

3.1. Substances

Name : Ammonia, Anhydrous
CAS No. : 7664-41-7
EC no : 231-635-3
EC index no : 007-001-00-5

Name	Product identifier	%	GHS-US classification
Ammonia	(CAS No.) 7664-41-7	99.5 - 100	Flam. Gas 2, H221 Acute Tox. 3 (Inhalation:gas), H331

Ammonia, Anhydrous

Safety Data Sheet

			Skin Corr. 1B, H314
--	--	--	---------------------

Full text of H-phrases: see section 16

3.2. Mixtures

Not applicable

SECTION 4: First aid measures

4.1. Description of first aid measures

- | | |
|---------------------------------------|---|
| First-aid measures general | : IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible). |
| First-aid measures after inhalation | : Using proper respiratory protection, immediately move the exposed person to fresh air. Keep at rest and in a position comfortable for breathing. Give oxygen or artificial respiration if necessary. Seek immediate medical advice. Symptoms may be delayed. |
| First-aid measures after skin contact | : Using proper respiratory protection, immediately move the exposed person to fresh air. Remove/Take off immediately all contaminated clothing. Rinse immediately with plenty of water (for at least 15 minutes). Seek medical attention immediately if exposure is severe. Obtain medical attention if irritation develops or persists. Wash contaminated clothing before reuse. Keep warm. Do not apply salves or ointments to the affected area. |
| First-aid measures after eye contact | : Using proper respiratory protection, immediately move the exposed person to fresh air. Immediately rinse with water for a prolonged period (at least 15 minutes) while holding the eyelids wide open. Seek medical attention immediately if exposure is severe. Obtain medical attention if irritation develops or persists. Keep warm. |
| First-aid measures after ingestion | : Ingestion is an unlikely route of exposure for a gas. If swallowed, do not induce vomiting. Seek medical advice immediately and show this container or label. |

4.2. Most important symptoms and effects, both acute and delayed

- | | |
|--------------------------------------|--|
| Symptoms/injuries | : Toxic if inhaled. Corrosive. Causes burns. |
| Symptoms/injuries after inhalation | : Toxic if inhaled. Causes severe respiratory irritation if inhaled. Symptoms may include: Burning of nose and throat, constriction of airway, difficulty breathing, shortness of breath, bronchial spasms, chest pain, and pink frothy sputum. Contact may cause immediate severe irritation progressing quickly to chemical burns. May cause pulmonary edema. Symptoms may be delayed. |
| Symptoms/injuries after skin contact | : Contact may cause immediate severe irritation progressing quickly to chemical burns. |
| Symptoms/injuries after eye contact | : Noticeable eye irritation will occur at ammonia vapor concentrations > 100 ppm. Severe eye irritation will occur at concentrations > 400 ppm. Contact may cause immediate severe irritation progressing quickly to chemical burns. |
| Symptoms/injuries after ingestion | : Ingestion is an unlikely route of exposure for a gas. May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract. |

Ammonia, Anhydrous

Safety Data Sheet

Chronic symptoms : Repeated or prolonged inhalation may damage lungs. Prolonged and repeated contact will eventually cause permanent tissue damage.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Water, foam, carbon dioxide, dry chemical.

Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Flammable gas. Heat may build pressure, rupturing closed containers, spreading fire and increasing risk of burns and injuries. Under conditions of fire this material may produce: Nitrogen oxides. Nitrogen. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank.

Explosion hazard : Ammonia vapor concentrations between 16% and 25% can explode on contact with an ignition source.

Reactivity : May accelerate the burning of other combustible materials. Vapors dissolve easily in water. Large amounts of heat may be released as solution forms.

5.3. Advice for firefighters

Firefighting instructions : Keep upwind. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion. Remove containers from fire area if this can be done without risk. On heating, there is a risk of bursting due to internal pressure build-up. Cool down the containers exposed to heat with a water spray. Do not get water inside containers. Do not apply water stream directly at source of leak.

Protection during firefighting : Firefighters must use full bunker gear including NIOSH-approved positive pressure self-contained breathing apparatus to protect against potential hazardous combustion or decomposition products and oxygen deficiencies. Evacuate area and fight the fire from a maximum distance or use unmanned hose holders or monitor nozzles. Cover pooling liquid with foam. Containers can build pressure if exposed to radiant heat; cool adjacent containers with flooding quantities of water until well after the fire is out. Withdraw immediately from the area if there is a rising sound from a venting safety device or discoloration of vessels, tanks, or pipelines. Be aware that burning liquid will float on water. Notify appropriate authorities if liquid enter sewers or waterways.

Other information : Do not allow run-off from fire fighting to enter drains or water courses.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Protective equipment : Use recommended respiratory protection. Wear suitable protective clothing, gloves and eye/face protection.

Ammonia, Anhydrous

Safety Data Sheet

Emergency procedures	: Stop leak if safe to do so. Eliminate ignition sources. Evacuate unnecessary personnel. Ventilate area. Keep upwind.
----------------------	--

6.1.2. For emergency responders

Protective equipment	: Use recommended respiratory protection. Wear suitable protective clothing, gloves and eye/face protection.
----------------------	--

Emergency procedures	: Stop leak if safe to do so. Eliminate ignition sources. Evacuate unnecessary personnel. Ventilate area.
----------------------	---

6.2. Environmental precautions

If spill could potentially enter any waterway, including intermittent dry creeks, contact the U.S. COAST GUARD NATIONAL RESPONSE CENTER at 800-424-8802. In case of accident or road spill notify CHEMTREC at 800-424-9300. In other countries call CHEMTREC at (International code) +1-703-527-3887.

6.3. Methods and material for containment and cleaning up

For containment	: Provide adequate ventilation. Eliminate all ignition sources. Contain any spills with dikes or inert absorbents to prevent migration and entry into sewers or streams. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected. Use cold water to absorb ammonia vapor from air.
-----------------	---

Methods for cleaning up	: Eliminate all ignition sources. Ventilate area. Thoroughly wash down area with water. Dispose of materials in accordance with all local, regional, national, and international regulations. Practice good housekeeping – spillage can be slippery on smooth surface either wet or dry.
-------------------------	---

6.4. Reference to other sections

No additional information available

Ammonia, Anhydrous

Safety Data Sheet

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Ensure there is adequate ventilation. Keep away from open flames, hot surfaces and sources of ignition. Wear recommended personal protective equipment. Use only approved pressure vessels with appropriate safety devices. Never fill pressure storage tanks over 85% of vessel volume. Avoid copper or copper-containing alloys such as brass, for tanks, vessels, pipe, or valves. Use iron or steel tanks and piping, and valves especially designed for ammonia service. All equipment used to handle, store, transfer, or apply anhydrous ammonia must be properly engineered, constructed, and maintained in compliance with all applicable regulations, standards, and Recognized and Generally Accepted Good Engineering Practice [RAGAGEP]. Pressure vessels, piping, and appurtenances should be regularly inspected and tested using methods designed to reveal external and internal deterioration or defects that may impair the integrity of the equipment such that an unintended release of anhydrous ammonia may result. Consult with your State Department of Agriculture and other experts, as applicable, concerning the methods that would be most appropriate given the particular circumstances. Refer to 29 CFR 1910.111 Storage and Handling of Anhydrous Ammonia, 29 CFR 1910.119 Process Safety Management of Highly Hazardous Materials and the current ANSI standard K61.1, Safety Requirements for the Storage and Handling of Anhydrous Ammonia, for additional information.
- Hygiene measures : Handle in accordance with good industrial hygiene and safety procedures. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Wash contaminated clothing before reuse.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Detached outside storage is preferable.
- Incompatible materials : Avoid contact with: oxidizing gases, silver oxide, acids, copper, tin, and zinc. Hazardous reactions have been documented for contact of anhydrous ammonia with: acetaldehyde, acrolein, boron, boron trioxide, bromine, chlorine, chlorites, chromium trioxide, ethylene oxide, fluoride, gold, hypochlorous acid, iodine, mercury, nitric acid, nitrogen tetroxide, nitrogen trichloride, nitrogen trifluoride, phosphorus trioxide, picric acid, potassium chlorate, potassium ferricyanide, silver, and silver chloride. Liquefied gases in contact with water may explode violently.
- Storage temperature : $\leq 49\text{ }^{\circ}\text{C}$ (120 $^{\circ}\text{F}$)
- Storage area : Store in dry, cool area. Store in a well-ventilated place. Keep away from combustible materials. Keep away from sources of ignition - No smoking. Protect from high temperatures.

7.3. Specific end use(s)

Agricultural chemical, Industrial use

Ammonia, Anhydrous

Safety Data Sheet

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Ammonia (7664-41-7)		
USA ACGIH	ACGIH TWA	25 ppm
USA ACGIH	ACGIH STEL	35 ppm
USA NIOSH IDLH	NIOSH IDLH	300 ppm
USA NIOSH	NIOSH REL (TWA)	18 mg/m ³ ; 25 ppm
USA NIOSH	NIOSH REL (STEL)	27 mg/m ³ ; 35 ppm
USA OSHA	OSHA PEL (TWA)	35 mg/m ³ ; 50 ppm
Alberta	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
British Columbia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Manitoba	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
New Brunswick	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Newfoundland & Labrador	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Northwest Territories	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nova Scotia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nunavut	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Ontario	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Prince Edward Island	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Quebec	TWAEV / STEV	25 ppm (TWAEV), 35 ppm (STEV)
Saskatchewan	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Yukon	TWA / STEL	25 ppm (TWA), 40 ppm (STEL)

8.2. Exposure controls

Appropriate engineering controls

: Provide sufficient ventilation to keep ammonia vapors below the permissible exposure limit. Ensure adequate ventilation, especially in confined areas.

Personal protective equipment

: Protective clothing. Protective goggles. Insufficient ventilation: wear respiratory protection.



Hand protection

: Nitrile, Neoprene, Viton or Rubber gloves. Check glove manufacturer's permeation / degradation information.

Eye protection

: Wear chemical goggles with a vapor-tight seal. Contact lenses should not be worn.

Skin and body protection

: Wear impervious protective clothing and rubber gloves for small spills and normal loading and unloading operations.

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Respiratory protection	: For exposures at or below 300 ppm use a NIOSH-approved, full-face, negative-pressure respirator fitted with ammonia vapor cartridges. For exposure concentrations above 300 ppm, use a full-face, positive-pressure, self-contained breathing apparatus.
Environmental exposure controls	: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Gas
Molecular mass	: 17.03 g/mol
Colour	: Colorless
Odour	: Ammonia. Pungent. Sharp.
Odour threshold	: 5 - 50 ppm
pH	: 11.6
pH solution	: 1 % aqueous solution
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: No data available
Freezing point	: -77.7 °C (-108 °F)
Boiling point	: -33.3 °C (-28 °F)
Flash point	: No data available
Self ignition temperature	: 651 °C (1204 °F)
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapour pressure	: 7520 mm Hg at 25 °C (77 °F)
Relative vapour density at 20 °C	: 0.588
Relative density	: 0.682 at -33.35 °C (-28 °F)
Density	: 0.696 g/l at 20 °C (68 °F)
Solubility	: 510 – 530 g/L
Log Pow	: -1.14 at 25 °C (77 °F)
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: 0.00982 cP at 20 °C (vapour)
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: 16 - 25 vol %

9.2. Other information

% Volatiles: 100% at 20°C

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SECTION 10: Stability and reactivity

10.1. Reactivity

May accelerate the burning of other combustible materials. Vapors dissolve easily in water. Large amounts of heat may be released as solution forms.

10.2. Chemical stability

Stable at standard temperature and pressure.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

Keep away from heat. Avoid ignition sources.

10.5. Incompatible materials

Ammonia vapor reacts with chlorine, bromine, mercury, silver, and hypochlorites to form explosive compounds. Avoid contact with: oxidizing gases, silver oxide, acids, copper, tin, and zinc. Hazardous reactions have been documented for contact of anhydrous ammonia with: acetaldehyde, acrolein, boron, boron trioxide, bromine, chlorine, chlorites, chromium trioxide, ethylene oxide, fluoride, gold, hypochlorous acid, iodine, mercury, nitric acid, nitrogen tetroxide, nitrogen trichloride, nitrogen trifluoride, phosphorus trioxide, picric acid, potassium chlorate, potassium ferricyanide, silver, and silver chloride.

10.6. Hazardous decomposition products

Under conditions of fire this material may produce: Nitrogen oxides. Nitrogen.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Toxic if inhaled.

Ammonia (7664-41-7)	
LD50 oral rat	350 mg/kg
LC50 inhalation rat (mg/l)	5.1 mg/l (Exposure time: 1 h)
LC50 inhalation rat (ppm)	2000 ppm/4h (Exposure time: 4 h)

Skin corrosion/irritation	: Causes severe skin burns and eye damage. pH: 11.6
Serious eye damage/irritation	: Causes eye damage. Subacute and chronic exposure to 200 – 1000 ppm produced eye damage. 100 – 200 ppm produced moderate to severe eye irritation. pH: 11.6
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified

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SECTION 12: Ecological information

12.1. Toxicity

Ecotoxicity	Acute Toxicity to Fish:	96-h: LC ₅₀ = 0.09 – 3.51 mg un-ionized NH ₃ /L
	Chronic Toxicity to Fish:	Various 12 d-5 yrs: NOEC=0.025-1.2 mg un-ionized NH ₃ /L.
	Acute Toxicity to Aquatic Invertebrates:	(<i>Daphnia magna</i>) 48 h LC ₅₀ = 2.94 mg un-ionized NH ₃ -N/L.
	Chronic Toxicity to Aquatic Invertebrates:	(<i>Daphnia magna</i> & others) 21 d-76 weeks: NOEC = 0.163-0.42 mg un-ionized NH ₃ /L.
	Acute Toxicity to Aquatic Plants:	(Benthic diatoms) Up to 25 days: LOEC = 0.5-1.0 mg N/L (<i>Chlorella vulgaris</i>) 21 days: LOEC = 500 mg N/L. Slightly toxic to aquatic organisms as defined by USEPA.
	Toxicity to Soil Dwelling Organisms:	No data available.
	Toxicity to Terrestrial Plants:	No data available.
Environmental Fate:	Stability in Water:	Ke=25.6-47.3 cm/h at 15.2-15.0 °C. Removed from aquatic systems.
	Stability in Soil:	Mean sorptions; sand: 19% loam: 28% clay, clay loam, and silt loam: 38%. Monitoring Data: levels of ammonia in urban areas are on average about 20 µg/m ³ . Non-urban sites have average levels of 4-5 µg/m ³ . Areas close to point sources (e.g., large animal feedlots or industrial sites) may have local atmospheric concentrations exceeding 200 µg/m ³ .
	Transport and Distribution:	Transport: the primary methods of transport in the atmosphere are via verticle and horizontal diffusion. Distribution: 99.98% to air, <0.1% each to water, soil, biota, and sediment
Toxicity:	No known toxicity.	
Degradation Products:	Biodegradation:	Inorganic. Undergoes photolytic degradation.
	Photodegradation:	Aerobic. BOD created within days. Rapidly biodegraded. Bioaccumulation: Rapidly assimilated by animals and plants.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Sewage disposal recommendations	: This material is hazardous to the aquatic environment. Keep out of sewers and waterways.
Waste disposal recommendations	: Place in an approved container and dispose of contaminated materials at a licensed site.
Additional information	: Dispose of waste material in accordance with all local, regional, national, and international regulations.

SECTION 14: Transport information

In accordance with DOT / TDG / ADR / RID / ADNR / IMDG / ICAO / IATA

14.1. UN number

UN-No.(DOT)	: 1005
DOT NA no.	UN1005

14.2. UN proper shipping name

US:

DOT Proper Shipping Name	: Ammonia, anhydrous
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Department of Transportation (DOT) : 2.2 - Class 2.2 - Non-flammable compressed gas 49 CFR 173.115
Hazard Classes

Hazard labels (DOT) : 2.2 - Non-flammable compressed gas



Package Marking Requirements (49 CFR 173.330) : Ammonia, Anhydrous
Inhalation Hazard

DOT Symbols : US - Proper shipping name for domestic use only

DOT Special Provisions (49 CFR 172.102) : 13 - The words Inhalation Hazard shall be entered on each shipping paper in association with the shipping description, shall be marked on each non-bulk package in association with the proper shipping name and identification number, and shall be marked on two opposing sides of each bulk package. Size of marking on bulk package must conform to 172.302(b) of this subchapter. The requirements of 172.203(m) and 172.505 of this subchapter do not apply.

T50 - When portable tank instruction T50 is referenced in Column (7) of the 172.101 Table, the applicable liquefied compressed gases are authorized to be transported in portable tanks in accordance with the requirements of 173.313 of this subchapter.

DOT Packaging Exceptions (49 CFR 173.xxx) : None

DOT Packaging Non Bulk (49 CFR 173.xxx) : 304

DOT Packaging Bulk (49 CFR 173.xxx) : 314;315

Canada:

DOT Proper Shipping Name : Ammonia, anhydrous

Transport Canada (TDG) Hazard Classes : 2.3 - Class 2.3 – Poisonous Gas (Schedule 1) Subsidiary Hazard: 8 - Corrosive

Hazard labels (TDG) : 2.3 - Poisonous gas



Package Marking Requirements (49 CFR 173.330) : Ammonia, Anhydrous
Inhalation Hazard

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DOT Special Provisions (49 CFR 172.102 – I)	: 4 - This material is poisonous by inhalation (see §171.8 of this subchapter) in Hazard Zone D (see §173.116(a) of this subchapter), and must be described as an inhalation hazard under the provisions of this subchapter; N-87 - The use of copper valves on UN pressure receptacles is prohibited; T-50 -When portable tank instruction T50 is indicated in Column (7) of the §172.101 Hazardous Materials Table, the applicable liquefied compressed gas and chemical under pressure descriptions are authorized to be transported in portable tanks in accordance with the requirements of §173.313 of this subchapter.
DOT Packaging Exceptions (49 CFR 173.xxx)	: None
DOT Packaging Non Bulk (49 CFR 173.xxx)	: 304
DOT Packaging Bulk (49 CFR 173.xxx)	: 314;315
ERAP Required:	: Shipments to, from or through Canada

14.3. Additional information

Emergency Response Guide (ERG) Number	: 125
Reportable Quantity	: 100 pounds
Other information	: Shipping Papers for Transportation by highway. 49 CFR §172.203 Following the basic description for a hazardous material in a Specification MC 330 or MC 331 cargo tank, there must be entered for— (1) <i>Anhydrous ammonia</i> . Applies to Product Code “AMM”: (i) The words “0.2 PERCENT WATER” to indicate the suitability for shipping anhydrous ammonia in a cargo tank made of quenched and tempered steel as authorized by §173.315(a), Note 14 of this subchapter, or Applies to Product Code “AMMR & AMMMET”: (ii) The words “NOT FOR Q and T TANKS” when the anhydrous ammonia does not contain 0.2 percent or more water by weight.

Overland transport (International)

Class (ADR)	: 2 - Gases
Hazard identification number (Kemler No.)	: 268
Classification code (ADR)	: 2TC
Danger labels (ADR)	: 2.3 - Toxic gas 8 - Corrosive substances



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Package Marking Requirements (49 CFR 173.330) : Ammonia, Anhydrous
Inhalation Hazard

Orange plates :

268

1005

Tunnel restriction code : C/D

Excepted quantities (ADR) : E0

Transport by sea

DOT Vessel Stowage Location : D - The material must be stowed "on deck only" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers or one passenger per each 3 m of overall vessel length, but the material is prohibited on passenger vessels in which the limiting number of passengers is exceeded.

DOT Vessel Stowage Other : 40 - Stow "clear of living quarters", 52 - Stow "separated from" acids, 57 - Stow "separated from" chlorine

MFAG-No. : 125

Air transport

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : Forbidden

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : Forbidden

SECTION 15: Regulatory information

15.1. US Federal regulations

Ammonia (7664-41-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on SARA Section 302 (Specific toxic chemical listings)	
Listed on SARA Section 313 (Specific toxic chemical listings)	
SARA Section 302 Threshold Planning Quantity (TPQ)	500 lb
SARA Section 304 and CERCLA ((Comprehensive Environmental Response, Compensation, and Liability Act): Designated as a hazardous substance. Reportable Quantity (RQ) is 100 lb (45.4 kg). Persons in charge of vessels or facilities are required to notify the National Response Center (NRC) immediately when there is a release in an amount equal to or greater than the RQ.	
SARA Section 311/312 Hazard Classes	Fire hazard Immediate (acute) health hazard Sudden release of pressure hazard Chronic health hazard
SARA Section 313 - Emission Reporting	Ammonia, de minimis concentration by weight 1.0 % (includes anhydrous Ammonia and aqueous Ammonia from water dissociable Ammonium salts and other sources, 10% of total aqueous Ammonia is reportable under this listing)
CAA (Clean Air Act) :	Ammonia is listed as a regulated toxic substance under 112r for purposes of accidental release planning under

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	the Risk Management Program. Threshold quantity is 10,000 lbs. for anhydrous ammonia and 20,000 lbs. for ammonia in solution (or aqua ammonia) at concentrations of 20% or greater.
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15.2. US State regulations

The following states have an OSH program approved by OSHA. If you are located in any of these states you may be under state jurisdiction rather than federal jurisdiction and your state may have more stringent requirements than OSHA. You should consult your state regulations to ensure compliance.

Alaska	Indiana	Minnesota	North Carolina	Utah
Arizona	Iowa	Nevada	Oregon	Vermont
California	Kentucky	New Mexico	Puerto Rico	*Virgin Islands
*Connecticut	Maryland	*New Jersey	South Carolina	Virginia
Hawaii	Michigan	*New York	Tennessee	Washington
*Illinois				Wyoming

*The state plans in these states apply only to public sector employers. In these states private sector employers are subject to USOL – OSHA jurisdiction. All other state plans apply to both public and private sector employers.

Ammonia (7664-41-7)

U.S. - California - SCAQMD - Toxic Air Contaminants - Non-Cancer Acute
U.S. - California - SCAQMD - Toxic Air Contaminants - Non-Cancer Chronic
U.S. - California - Toxic Air Contaminant List (AB 1807, AB 2728)
U.S. - Connecticut - Hazardous Air Pollutants - HLVs (30 min)
U.S. - Connecticut - Hazardous Air Pollutants - HLVs (8 hr)
U.S. - Connecticut - Water Quality Standards - Acute Freshwater Aquatic Life Criteria
U.S. - Connecticut - Water Quality Standards - Acute Saltwater Aquatic Life Criteria
U.S. - Connecticut - Water Quality Standards - Chronic Freshwater Aquatic Life Criteria
U.S. - Connecticut - Water Quality Standards - Chronic Saltwater Aquatic Life Criteria
U.S. - Delaware - Accidental Release Prevention Regulations - Sufficient Quantities
U.S. - Delaware - Accidental Release Prevention Regulations - Threshold Quantities
U.S. - Delaware - Accidental Release Prevention Regulations - Toxic Endpoints
U.S. - Delaware - Pollutant Discharge Requirements - Reportable Quantities
U.S. - Florida - Essential Chemicals List
U.S. - Hawaii - Occupational Exposure Limits - STELs
U.S. - Hawaii - Occupational Exposure Limits - TWAs
U.S. - Idaho - Non-Carcinogenic Toxic Air Pollutants - Acceptable Ambient Concentrations
U.S. - Idaho - Non-Carcinogenic Toxic Air Pollutants - Emission Levels (ELs)
U.S. - Idaho - Occupational Exposure Limits - TWAs
U.S. - Louisiana - Reportable Quantity List for Pollutants
U.S. - Maine - Air Pollutants - Criteria Pollutants
U.S. - Massachusetts - Allowable Ambient Limits (AALs)
U.S. - Massachusetts - Allowable Threshold Concentrations (ATCs)
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Conc. - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Conc. - Reporting Category 2
U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity

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U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 2
U.S. - Massachusetts - Right To Know List
U.S. - Massachusetts - Threshold Effects Exposure Limits (TELS)
U.S. - Massachusetts - Toxics Use Reduction Act
U.S. - Michigan - Occupational Exposure Limits - STELs
U.S. - Michigan - Polluting Materials List
U.S. - Michigan - Process Safety Management Highly Hazardous Chemicals
U.S. - Minnesota - Chemicals of High Concern
U.S. - Minnesota - Hazardous Substance List
U.S. - Minnesota - Permissible Exposure Limits - STELs
U.S. - New Hampshire - Regulated Toxic Air Pollutants - Ambient Air Levels (AALs) - 24-Hour
U.S. - New Hampshire - Regulated Toxic Air Pollutants - Ambient Air Levels (AALs) - Annual
U.S. - New Jersey - Discharge Prevention - List of Hazardous Substances
U.S. - New Jersey - Environmental Hazardous Substances List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New Jersey - Special Health Hazards Substances List
U.S. - New Jersey - TCPA - Extraordinarily Hazardous Substances (EHS)
U.S. - New Jersey - Water Quality - Ground Water Quality Criteria
U.S. - New Jersey - Water Quality - Practical Quantitation Levels (PQLs)
U.S. - New Mexico - Precursor Chemicals
U.S. - New York - Occupational Exposure Limits - TWAs
U.S. - New York - Reporting of Releases Part 597 - List of Hazardous Substances
U.S. - North Carolina - Control of Toxic Air Pollutants
U.S. - North Dakota - Air Pollutants - Guideline Concentrations - 1-Hour
U.S. - North Dakota - Air Pollutants - Guideline Concentrations - 8-Hour
U.S. - Ohio - Accidental Release Prevention - Threshold Quantities
U.S. - Ohio - Extremely Hazardous Substances - Threshold Quantities
U.S. - Oregon - Permissible Exposure Limits - TWAs
U.S. - Oregon - Precursor Chemicals
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
U.S. - Pennsylvania - RTK (Right to Know) List
U.S. - Rhode Island - Air Toxics - Acceptable Ambient Levels - 1-Hour
U.S. - Rhode Island - Air Toxics - Acceptable Ambient Levels - 24-Hour
U.S. - Rhode Island - Air Toxics - Acceptable Ambient Levels - Annual
U.S. - Rhode Island - Water Quality Standards - Acute Freshwater Aquatic Life Criteria
U.S. - Rhode Island - Water Quality Standards - Acute Saltwater Aquatic Life Criteria
U.S. - Rhode Island - Water Quality Standards - Chronic Freshwater Aquatic Life Criteria
U.S. - Rhode Island - Water Quality Standards - Chronic Saltwater Aquatic Life Criteria
U.S. - Tennessee - Occupational Exposure Limits - STELs
U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term
U.S. - Vermont - Permissible Exposure Limits - STELs
U.S. - Virginia - Water Quality Standards - Acute Freshwater Aquatic Life
U.S. - Virginia - Water Quality Standards - Acute Saltwater Aquatic Life
U.S. - Virginia - Water Quality Standards - Chronic Freshwater Aquatic Life
U.S. - Virginia - Water Quality Standards - Chronic Saltwater Aquatic Life
U.S. - Virginia - Water Quality Standards - Public Water Supply Effluent Limits

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U.S. - Virginia - Water Quality Standards - Surface Waters Not Used for the Public Water Supply Effluent Limits
U.S. - Washington - Permissible Exposure Limits - STELs
U.S. - Washington - Permissible Exposure Limits - TWAs
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Height 25 Ft to Less Than 40 Ft
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Height 40 Ft to Less Than 75 Ft
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Heights 75 Feet or Greater
U.S. - Wisconsin - Hazardous Air Contaminants - All Sources - Emissions From Stack Heights Less Than 25 Feet
U.S. - Wyoming - Process Safety Management - Highly Hazardous Chemicals
U.S. - Alaska - Water Quality Standards - Acute Aquatic Life Criteria for Fresh Water
U.S. - Alaska - Water Quality Standards - Chronic Aquatic Life Criteria for Fresh Water
U.S. - Alaska - Water Quality Standards - Acute Aquatic Life Criteria for Marine Water
U.S. - Alaska - Water Quality Standards - Chronic Aquatic Life Criteria for Marine Water
U.S. - Alaska - Ambient Air Quality Standards

15.3. Canadian regulations

Ammonia (7664-41-7)

Listed on the Canadian DSL (Domestic Substances List) inventory.

Listed on the Canadian Ingredient Disclosure List – Disclosure at 1 %

WHMIS Classification

Class A - Compressed Gas

Class B Division 1 - Flammable Gas

Class D Division 1 Subdivision A - Very toxic material causing immediate and serious toxic effects

Class E - Corrosive Material

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by CPR.

SECTION 16: Other information

NFPA health hazard

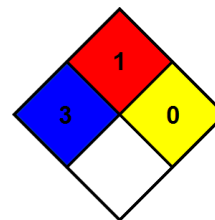
: 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA fire hazard

: 1 - Must be preheated before ignition can occur.

NFPA reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



Full text of H-phrases:

Acute Tox. 3 (Inhalation:gas)	Acute toxicity (inhalation:gas) Category 3
Flam. Gas 2	Flammable gases Category 2
Skin Corr. 1B	skin corrosion/irritation Category 1B
H221	Flammable gas
H314	Causes severe skin burns and eye damage
H331	Toxic if inhaled

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Chemical Facility Antiterrorism Standards (6 CFR 27) : This product is listed as a Chemical of Interest in 6 CFR 27. Please determine if your use of this product meets the Screening Threshold Quantity as identified in Appendix A to this regulation. If so, you will be required to submit a Top Screen under DHS's Chemical Security Assessment Tool

Previous PotashCorp MSDS Number : MSDS 30 – Ammonia, Anhydrous

Section(s) Updated : Section 6.3 Methods for Cleanup

SDS US (GHS HazCom 2012)

Although the information contained is offered in good faith, SUCH INFORMATION IS EXPRESSLY GIVEN WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED) OR ANY GUARANTEE OF ITS ACCURACY OR SUFFICIENCY and is taken at the user's sole risk. User is solely responsible for determining the suitability of use in each particular situation. PCS Sales specifically DISCLAIMS ANY LIABILITY WHATSOEVER FOR THE USE OF SUCH INFORMATION, including without limitation any recommendation which user may construe and attempt to apply which may infringe or violate valid patents, licenses, and/or copyright.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, October 04, 2016** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Houston+ammonia+terminal+&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Houston Ammonia Terminal

P.O. Box 46

Pasadena, TX 77501

United States

281-479-6008

Facility : Pasadena, TX

Ammonia, Anhydrous

Trade Designation

Ammonia, Anhydrous

Commercial Grade Anhydrous Ammonia

Product Function

Chloramination

Chloramination

Max Use

5mg/L

5mg/L

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonia Solution, Reagent Grade Aqua Ammonia	Chloramination	15mg/L
Aqua Ammonia	Chloramination	15mg/L
Aqueous Ammonia	Chloramination	15mg/L
Commercial Grade Aqueous Ammonia	Chloramination	15mg/L

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 1 seconds



INDUSTRIAL PRODUCTS

Product Name: **Anhydrous Ammonia**

Grade: **Commercial**

Order Code: **AMM**

MSDS No.: **30**

Source: Augusta, GA / Geismar, LA / Lima, OH / Point Lisas, Trinidad

Alternate Names:

CHEMICAL ANALYSIS	TYPICAL	GUARANTEE
Ammonia, as NH ₃ , Wt. %		99.5 min.
Total Nitrogen, as N, Wt. %		81.8 min.
Moisture, as H ₂ O, Wt. %		0.2 - 0.5
Oil Content, ppm		5.0 max.

PHYSICAL DATA	TYPICAL
Specific Gravity of Liquid Compared to H ₂ O @ 4°C	0.682
Liquid Density @ -28°F: lbs/ft ³	42.57
lbs/gal	5.69
Appearance: @ NTP	Colorless liquid
@ BTP (-28°F)	Colorless liquid

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Joshua Pace 512-974-3127	PM Name/Phone	PM Name/Phone
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Darrell Richmond 512-972-0313
Solicitation No	IFB 2200 JXP0121	Project Name	Anhydrous Ammonia
Contract Amount	\$1,350,000 (6 year term)	Ad Date (if applicable)	9/12/16
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – Design Build <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> AD – JOC <input type="checkbox"/> IFB – Construction <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Nonprofessional Services <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
Provide Project Description**			
The contract will provide anhydrous ammonia to Austin Water facilities.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previously solicited as IFB STA0275. No goals were established due to no subcontracting opportunities.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
33518 - Anhydrous Ammonia, 100%			
Joshua Pace		8/23/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/23/2016	Date Assigned to BDC	8/23/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input checked="" type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are no M/WBE's availability.

Subcontracting Opportunities Identified

No subcontracting opportunities identified.

Counselor Name

SMBR Staff

Signature/ Date

[Signature] 8/29/16

SMBR Director or Designee

Date

[Signature] 8/29/16

Returned to/ Date: