



Amendment No. 2
To
Contract No. GA150000034
For
Deicing Materials
Between
Nachurs Alpine Solutions, LLC
and the
City of Austin

- 1.0 The City hereby applies a sixty-four tenths percent (-0.64%) price decrease displayed in the table below. The price decrease will become effective on December 12, 2017.

Item	Comm	Description	Unit	Current Price	Modifier	New Price
1	19246	Aqueous Potassium Acetate De-Icing Materials	GAL	\$4.57	0.9936	\$4.54
2	19246	Anhydrous Sodium Acetate De-Icing	LB	\$0.79	0.9936	\$0.78
3	19246	De-Icing	Service	\$0.00	0.9936	\$0.00

- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 12, 2017 through December 11, 2018. No options will remain.
- 3.0 The total contract amount is increased by \$402,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/12/2014 – 12/11/2017	\$402,000.00	\$402,000.00
Amendment No. 1: Name Change – Business Structure 12/01/2017	\$0.00	\$402,000.00
Amendment No. 2: Option 1 – Extension 12/12/2017 – 12/11/2020 Price Decrease (-0.64%) 12/12/2017	\$402,000.00 <u>\$0.00</u> \$402,000.00	 \$804,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 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.

Sign/Date: John Grega 12/04/17
Printed Name: John Grega, V.P. Finance & Administration
Authorized Representative

Nachurs Alpine Solutions, LLC
421 Leader Street
Marion, Ohio 43302
(800) 622-4877
pottc@nasindustrial.com

Sign/Date: Linell Goodin-Brown 12-7-17
Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



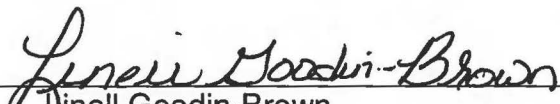
Amendment No. 1
to
Contract No. GA150000034
for
Deicing Materials
Between
Nachurs Alpine Solutions, Corp.
dba Nachurs Alpine Solutions Industrial - NASi
and the
City of Austin

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

	From	To
Vendor Name	Nachurs Alpine Solutions, Corp. dba Nachurs Alpine Solutions Industrial - NASi	Transatlantic Group, LTD. dba Nachurs Alpine Solutions, LLC
Vendor Code	V00000925165	V00000949534
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.


Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

12-1-17
Date



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

December 12, 2014

The City of Austin has approved the award and execution of a contract with your company for deicing materials for the Aviation Department.

Responsible Department:	Aviation Department
Department Contact Person:	Chris Carter
Department Contact Email:	Chris.carter@austintexas.gov
Department Contact Telephone:	(512) 530-6352
Project Name:	Deicing Materials
Contract Number:	GA150000034
Vendor Name:	Nachurs Alpine Solutions Industrial a div. of Nachurs Alpine Solutions Corp
Contract Amount:	\$402,000 with one 36-month option at \$402,000 each
Contract Period:	12/12/2014 – 12/11/2017
Requisition Number:	8100 14071400444
Solicitation Number:	IFB PAX0053
Agenda Item Number:	81
Council Approval Date:	12/11/2014

A copy of the contract has been attached.

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 above.

Sincerely,

Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Nachurs Alpine Solutions, Corp.
 (“Contractor”)
for
Deicing Materials
MA 8100 GA150000034**

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 Nachurs Alpine Solutions, Corp having offices at Marion, OH 43302 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 PAX0055

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), PAX0055 including all documents incorporated by reference
- 1.1.3 Nachurs Alpine Solutions, Corp.’s Offer, dated 10/20/2014, including subsequent clarifications

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 Contract
- 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, including subsequent clarifications

1.3 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.

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months in an amount not to exceed \$402,000, one 36-month extension options in an amount not to exceed \$402,000 for a total contract amount not to exceed \$804,000. See the Term of Contract provision in Section 0400 for additional Contract requirements.

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.

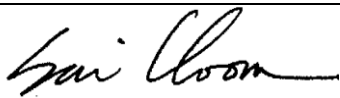
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of

Authorized Person: Sai Xoomsai Purcell

Signature:



Title:

Senior Buyer Specialist

Date

12/12/2014

Nachurs Alpine Solutions Industrial (NASi)

Title: Airport Order Processing / Distribution Plan
Prepared for: The City of Austin
Solicitation No.: PAX0055, Requisition No. 14081400504
Description: Deicing Materials

Submittals

The proposal contact information: name, address, and daytime phone number(s) for person(s) to whom additional selection process requests should be communicated;

Bid Proposal – Selection Process Communications Contact:

Carla Potts, Business Manager Airport Deicing

Nachurs Alpine Solutions Industrial

A div. of Nachurs Alpine Solutions Corp

421 Leader Street

Marion, OH 43302

Office: (800) 622-4877, ext. 310

Mobile: (740) 396-9759

E-mail: pottsc@nasindustrial.com

A proposed approach (basic description of how Proposer will meet the airport's needs), description of Proposer's ordering and dispatching process, including after hours, holidays and weekends, estimated regular delivery time, etc., delivery method (bulk tanker transfer, etc.);

NASi is available 24/7, 365 days to the City of Austin. Our personnel and network of contacts are available via the following methods:

Toll Free: 1-800-622-4877, ext. 300 (Shelly - Primary) or ext. 315 (Brandi – Secondary)

Alternate Phone: 1-740-382-5701, ext. 300

Mobile: 1-740-262-4609

Fax: 1-740-223-3874

E-mail: dannenhauers@nachurs-alpine.com (Shelly Dannenhauer, Customer Service Supervisor)

vanbuskirkb@nachurs-alpine.com (Brandi VanBuskirk, Customer Service Representative)

pottsc@nasindustrial.com (Carla Potts, Business Manager Airport Deicing)

All correspondence and orders are directed to NASi at 1-800-622-4877, ext. 300 or as referenced above.

Technical Support:

Dr. Frank Kroh

Customer Support Chemist

Office: (800) 622-4877, ext. 217

Mobile: (785) 250-4272

E-mail: krohf@nachurs-alpine.com

800-622-4877 TOLL FREE

740-382-5701 OFFICE

740-223-3874 FAX



421 Leader Street

Marion, Ohio 43302

www.nasindustrial.com



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: PAX0055

COMMODITY/SERVICE DESCRIPTION: DEICING MATERIALS

DATE ISSUED: 10/06/14

REQUISITION NO.: 14081400504

COMMODITY CODE: 19246

BID DUE PRIOR TO: 10/22/2014, 2:00 pm, local time

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

BID OPENING TIME AND DATE: 10/22/2014, 2:15 pm, local time

Sai Xoomsai Purcell

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

Senior Buyer Specialist

Phone: (512) 972-4016

E-Mail: sai.xoomsai@austintexas.gov

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:

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

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 OF YOUR RESPONSE

Electronic copy must be submitted on a flash drive in the PDF format

*****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	6
0500	SPECIFICATION	2
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	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

*** 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 these 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.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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: Nachurs Alpine Solutions Industrial a div. of Nachurs Alpine Solutions Corp.

Company Address: 421 Leader Street

City, State, Zip: Marion, OH 43302

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Todd Hritz

Title: Business Director

Signature of Officer or Authorized Representative: 

Date: October 20, 2014

Email Address: hritz@nasindustrial.com

Phone Number: 800-622-4877

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

Section 0605: Local Business Presence Identification See No-Goal Utilization Plan following Section 0605

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. 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.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR: Not applicable. Nachurs Alpine Solutions Industrial is the

Name of Local Firm	prime contractor for manufacture and supply of Alpine RF-11					
Physical Address	and an exclusive distributor of Ecoway SF. We will ship direct					
Is Firm located in the Corporate City Limits? (circle one)	from our manufacturing / distribution locations.					
	Yes	N/A	No	N/A		
In business at this location for past 5 yrs?	Yes			No		
	Yes	N/A	No	N/A		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
	Yes		No			
In business at this location for past 5 yrs?	Yes			No		
	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
	Yes		No			
In business at this location for past 5 yrs.?	Yes			No		
	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Business Inclusion and Development Documentation
Non-Discrimination Policy / MBE/WBE/SBE Subcontractor Compliance
No-Goal Utilization Plan

Project Name: Deicing Materials
Solicitation No.: PAX0055
Requisition No.: 14081400504

Nachurs Alpine Solutions Industrial (NASi) a division of Nachurs Alpine Solutions Corp. is proud to be an affirmative action/equal opportunity employer (M/F/D/V).

"NASi" is the prime contractor for manufacture and supply of Alpine™ RF-11 Liquid Deicer, 50% Potassium Acetate deicer / anti-icer. We have been producing runway deicing fluids for twelve years at five (5) of our six (6) North American facilities. Our manufacturing facilities are located at Marion, OH; Belle Plaine, SK Canada; Corydon, IN; New Hamburg, Ontario Canada and Red Oak, IA. Nachurs Alpine Solutions Industrial's Alpine™ RF-11 liquid runway deicer conforms to the latest edition of FAA SAE AMS 1435 specifications. NASi is also an exclusive distributor of Ecoway Sodium Formate solid runway deicer. This product conforms to the latest edition of FAA SAE AMS 1431 specifications. Documentation supporting these certifications is enclosed with this proposal.

Due to the specialty nature of the deicing fluid and the time restraints for delivery, NASi will be scheduling deliveries of the runway deicer direct from our manufacturing/distribution locations to the City of Austin aviation location(s). We will be utilizing local carriers and/or a global freight carrier service that books based on lane to zip code providing the carriers that run the specific lane with the best rate.

Please do not hesitate to call if you have questions or concerns. Thank you for the opportunity to earn your business.

Respectfully submitted,



Carla Potts
Business Manager, Airport Deicing
NASi
421 Leader Street
Marion, OH 43302
pottsc@nasindustrial.com
www.nasindustrial.com

800-622-4877 TOLL FREE
740-382-5701 OFFICE
740-223-3874 FAX



421 Leader Street
Marion, Ohio 43302
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Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Nachurs Alpine Solutions Industrial
a div. of Nachurs Alpine Solutions Corp.

Please see NASi reference page following Section 0700: Reference Sheet

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Please see NASi reference page following Section 0700: Reference Sheet

4. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number () Fax Number ()

Email Address

5. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number () Fax Number ()

Email Address

2014-2015 NASi Potassium Acetate Airport References

Mr. David Hebert, DOT (907) 474-2503 State of Alaska (All State of AK Airports) Fairbanks Airport 6450 Airport Way # 7 Fairbanks, AK 99709	2012-2013, 2014-2015
Mr. Bobby Tolliver II, Manager Procurement (412) 472-5574 (Office) Pittsburgh International Airport Landside Terminal, 4th Floor Mezzanine P.O. Box 12370 Pittsburgh, PA 15231-0370	2011-2012 - present
Matthew Gabbert, Sr. Manager, Airfield Maintenance Dept. (859) 767-3191 (Airfield Maintenance), Email: MGabbert@cvgairport.com Bink Masters, Dept. Manager, Airfield Maintenance Dept. Ms. Diane M. Russ C.P.M., Procurement Manager (859) 767-7233 Cincinnati/ Northern Kentucky International Airport P.O. Box 752000 Cincinnati, OH 45275-2000	2011-2012 - present
Ms. Phoebe Yost, CPPB (410) 859-7001 (Office) Darryl Halsey, Airfield Maintenance (410) 859-7879 or Terry Yetter (410) 859-7837 BWI Airport 7005 Aviation Blvd. Glen Burnie, MD 21061	2011-2012 - present
Erin Henderson, Contract Administrator (540)362-1999, ext. 283 Jay Ball, Facilities Manager (540) 362-1999, ext. 277 Roanoke Regional Airport Commission Department of Finance and Administration Roanoke, VA	2011-2012 - present
Chad Huskins, Airfield Maintenance Manager (704) 359-4024 Email: jchuskins@charlotteairport.com The City Of Charlotte/Mecklenburg County Charlotte Douglas International Airport 5601 Wilkinson Boulevard Charlotte, NC 28208	2010-2011 - present
Devin O'Rourke, Office: (734) 247-7129, Cell: (734) 718-2767 Wayne County Airport Authority Detroit Metro Airport Field Maintenance - Building #703 Detroit, MI 48242	2012-2013, 2013-2014

800-622-4877 TOLL FREE

740-382-5701 OFFICE

740-223-3874 FAX



421 Leader Street

Marion, Ohio 43302

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2014-2015 NASi Potassium Acetate Airport References

<p>Denver International Airport Mr. Ron Charles, Director of Field Maintenance, (303)342-2176 City of Denver Colorado Wellington E. Webb Municipal Office Building 201 West Colfax Avenue 11th Floor, Dept. 304 Denver, CO 80202</p>	2011-2012 thru 2013-2014
<p>Portland International Airport Noah Lauerman, Maintenance Planner (503) 460-4683 7111 NE Alderwood Rd Portland, OR 97218</p>	2013-2014 - present
<p>Gerald R Ford International Airport Keith Brock, kbrock@grr.org 5500 44th Street S.E. Grand Rapids, MI 49512</p>	2013-2014 - present
<p>Massachusetts Port Authority Worcester Regional Airport – Jay Woodman, Supv. Airfield Facilities (508) 849-5506 Logan International Airport – Paul Brean, Mgr. Fleet Maintenance (617) 561-1968 4 Lovell St. Boston, MA 02128</p>	2013-2014 - present
<p>Fort Wayne Allen Co. Airport Authority Scott Hinderman, Executive Director of Airports, (260) 747-4146 11414 West Perimeter Rd. Fort Wayne, IN 46809</p>	2012-2013, 2014-2015

800-622-4877 TOLL FREE

740-382-5701 OFFICE

740-223-3874 FAX



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421 Leader Street

Marion, Ohio 43302

www.nasindustrial.com

2014-2015 NASi Sodium Formate Airport References

Irene Seyler
Erie International Airport
Tom Ridge Field
4411 West 12th Street
Erie, PA 16505-0393
814-833-5258

2013-2014 - present

Matthew Gabbert
Cincinnati/ Northern Kentucky International Airport
Senior Manager
Airfield Maintenance Dept.
859-767-3191
Fax- 859-767-7825
Cell- 859-743-5822

Spot order 2013-2014 - present

Chris Pasquini
Albany International Airport
737 Albany Shaker Road
Albany, NY 12211
518-242-2379

2013-2014
presently out for bid

Bob Mitchell
American Airlines
General Manager, CLE
6090 Cargo Rd
Cleveland, OH 44135
Ofc 216-706-0701

2013-2014

Tulsa International Airport
John Horton, Airfield Mgr. (918) 838-5038
7777 E. Apache Street
Tulsa, OK 74115

2013-14 - present

Through our distributor Schoenberg Salt
DHL, Cincinnati, OH

2013-2014

Mid-America St. Louis Airport

2013-2014 - present

800-622-4877 TOLL FREE

740-382-5701 OFFICE

740-223-3874 FAX



421 Leader Street

Marion, Ohio 43302

www.nasindustrial.com

Section 0835: Non-Resident Bidder Provisions

Company Name Nachurs Alpine Solutions Industrial
a div. of Nachurs Alpine Solutions Corp.

- 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: Non-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 id 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: No 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: _____

**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

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releases and holds the City 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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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. RIGHT TO AUDIT:

- 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. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

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.

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- 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.

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.

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- 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.
 - 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

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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.
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 49. 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

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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.
- 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.

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- 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

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, facsimile, email, 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

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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.
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

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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 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

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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
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.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror'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 Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. 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 the Purchasing Office by five business days prior to the bid closing date to sai.xoomsai@austintexas.gov.

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.
- 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.

Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to one (1) additional 36 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- 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:	Days:
City of Austin – Department of Aviation	Monday – Friday
9400A Freight Lane	8:00 a.m. – 4:00 p.m.

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Austin, TX 78719	
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- A. Delivery is to be made within 15 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).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- 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	Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd., Suite 411
City, State Zip Code	Austin, TX 78719

- 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. Check and/or EFT is preferred.

7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

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8. 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.

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 provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying 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 twenty percent (20%) 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.
- 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.

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- 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:	
Database Name: PPI Table 9	
Commodity Code: 0613-0217	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Potassium & sodium compounds	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100	

- 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

F. If the requested adjustment is not supported by the referenced index, the City, as 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,

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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.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Chris Carter

512-530-6352

Chris.Carter@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.

**NASi agrees to offer pricing to other eligible governmental agencies that have an inter-local agreement with the city pending freight adjustments (if applicable). Pricing for this proposal was based on delivery to Austin, TX 78719.

SCOPE OF WORK
Solicitation No. PAX0055
Deicing Materials

1. PURPOSE

This Invitation for Bid (IFB) is to establish a Contract with a Single Vendor to deicing materials for the City of Austin ("City") Aviation Department on an as-needed basis.

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. There are no minimum order quantities.

It is the City's preference to award a single contract; however, the City reserves the right to award to multiple vendors based on individual line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any line items as a result of this solicitation.

2. Contractor's Minimum Qualification

- 2.1 Five years' experience in providing the runway deicer in this bid. Attach documentation and references
- 2.2 Test results performed by an independent lab providing evidence that your product complies with the applicable AMS specification shall be provided with bid.
- 2.3 Product literature shall be provided with the bid. Product samples are available upon request

3. Contractor's Responsibilities

- 3.1 The Contractor shall provide a point of contact for receiving orders from the City. Point of Contact shall have the ability and authority to make all decisions on behalf of the Contractor.
- 3.2 The Contractor shall guarantees that product conforms to Federal Department of Aviation criteria, specifically buy not limited to Advisory Circular AC 150/5200-30C.
- 3.3 The Contractor shall guarantees that the potassium acetate product conforms to SAE specification AMS 1435, latest revision, Fluid, Generic, Deicing/Anti-icing Runways and Taxiways.
- 3.4 The Contractor shall guarantees that product conforms to Federal Department of Environmental Protection Agency statutes concerning potentially environmental hazardous chemicals
- 3.5 Emergency shipments available within 24 hours
- 3.6 Shipments to be sealed to guarantee no contamination.
- 3.7 Shipment of product subject to random sampling for true and correct composition.
- 3.8 The Contractor shall be responsible for providing an order confirmation and delivery estimation within 24 hours after an order is placed.
- 3.9 The Contractor shall ship all orders complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.

SCOPE OF WORK
Solicitation No. PAX0055
Deicing Materials

- 3.10 The Contractor shall notify the City of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 3.11 The Contractor shall be responsible for coordinating returns for all over, incorrect, and defective shipments to the Contractor/manufacturee at no charge to the City.

4. CITY'S RESPONSIBILITIES

- 4.1 The City reserves the right to conduct any tests or inspections deemed necessary to ensure parts conform to the equipment manufacturer's specifications. Inspections completed by the City will not relieve the Contractor of its obligation to ensure repairs, articles, materials, and parts are consistent with the equipment manufacturers' specifications, and are fit for intended use.
- 4.2 The City will contact the Contractor by email, fax, or telephone to place an order for repairs and to place an order for parts. Parts request will include the part number, part description, delivery requirements, and a unique delivery order.

CITY OF AUSTIN
AVIATION DEPARTMENT
BID SHEET
DEICING MATERIALS

BID NO. PAX0055

BY: Sai Xoomsai Purcell
Special Instructions:

These products must meet the specifications as listed in the FAA Advisory Circular AC 150/5200-30C, "Airport Winter Safety and Operations" (most current version) located at www.faa.gov. The vendor shall provide with bid the material safety data sheet (MSDS) and certification that the chemical conforms to the applicable specification.

The quantities noted below are annual estimates and not a guarantee of actual volume.

BIDDERS MAY SUBMIT BIDS ON ANY LINE ITEM. THE CITY WILL AWARD LINE 1 AND EITHER LINE 2A or 2B

FOB Destination, freight prepaid and allowed and to be included on the bid price.

ITEM #	ITEM DESCRIPTION	INDICATE HOW PRODUCT WILL BE SHIPPED (ie: 50gal drum, 265gal tote)	ESTIMATED ANNUAL QUANTITY	COST PER GALLON	EXTENDED PRICE
1	Aqueous Potassium Acetate Deicing Materials (Airport Pavement Surfaces) Nachurs Alpine Solutions Industrial ("NASI"), Alpine™ RF-11, 50% Potassium Acetate fluid anti-icers/deicer	Pricing is based on, bulk, full truckload deliveries, approximately 4400 gallons per TL. Please contact NASi should the City of Austin require Totes or Drums.	75000 gals	\$4.57	\$342,750.00
ITEM #	ITEM DESCRIPTION	INDICATE HOW PRODUCT WILL BE SHIPPED (ie: 55lb bag/40 bags per pallet)	ESTIMATED ANNUAL QUANTITY	COST PER LBS	EXTENDED PRICE
2A	Anhydrous Sodium Acetate Deicing Material (Airport Pavement Surfaces)	No Bid	75,000 lbs	No bid	No bid
2B	Anhydrous Sodium Formate Deicing Material (Airport Pavement Surfaces) Ecoway Sodium Formate solid anti-icers/deicer	Pricing is based on full truckload deliveries (approx. 44,000 lbs). Either 20 super-sacks or 20 pallets of (40 x 55lb bags) Please contact NASi should the City of Austin require LTL (less than truckload) quantities.	75,000 lbs	\$0.79	\$59,250.00

Delivery Method: Common Carrier

Guaranteed Availability: 15 days after receipt of order - for non-emergency orders. NASi will deliver as per instructions on Purchase Order Supplemental, Purchase provisions, Item 5, Delivery requirements. NASi will deliver within 24 hours ARO for emergency orders.

COMPANY NAME: Nachurs Alpine Solutions Industrial a div. of Nachurs Alpine Solutions Corp.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Todd Hritz, Business Director

EMAIL ADDRESS: hritz@nasindustrial.com

PHONE: 800-622-4877

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Not Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No N/A


B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

4  Todd Hritz, Business Director
Signature of person doing business with the governmental entity

10/20/14

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: PAX0055

PROJECT NAME: DEICING MATERIALS

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established 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?

**Please see
note below.

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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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.

Nachurs Alpine Solutions Industrial a div. of Nachurs Alpine Solutions Corp.

Company Name

Todd Hritz, Business Director

Name and Title of Authorized Representative (Print or Type)

Signature

10/20/14

Date

** Please see No Goal Utilization Plan following section 0605 for details.

Section 0900 No Goals

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

(Please duplicate as needed)

SOLICITATION NUMBER: PAX0055

PROJECT NAME: Deicing Materials

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Nachurs Alpine Solutions Industrial		
Address	421 Leader Street		
City, State Zip	Marion, OH 43302		
Phone	8500-622-4877, ext. 310	Fax Number	740-223-3874
Name of Contact Person	Carla Potts, Business Manager, Airport Deicing		
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.

Todd Hritz, Business Director

Name and Title of Authorized Representative (Print or Type)

Signature

10/20/14

Date

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

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

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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 _____

"NASI" is the prime contractor for manufacture and supply of Alpine™ RF-11 Liquid Deicer, 50% Potassium Acetate deicer / anti-icer. We have been producing runway deicing fluids for twelve years at five (5) of our six (6) North American facilities. Our Alpine™ RF-11 liquid runway deicer conforms to the latest edition of FAA SAE AMS 1435 specifications. NASi is also an exclusive distributor of Ecoway Sodium Formate solid runway deicer. This product conforms to the latest edition of FAA SAE AMS 1431 specifications. Documentation supporting these certifications is enclosed with this proposal.

Section 0900 No Goals

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

co= EQ43861
u= EQ43861

EQUAL EMPLOYMENT OPPORTUNITY
2014 EMPLOYER INFORMATION REPORT
SINGLE ESTABLISHMENT REPORT - TYPE 1

SECTION B - COMPANY IDENTIFICATION

1. NACHURS ALPINE SOLUTIONS CORP
421 LEADER ST.
MARION, OH 43302

2.a. NACHURS ALPINE SOLUTIONS CORP
421 LEADER ST.
MARION, OH 43302

MARION COUNTY

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:049013811

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 325314 Fertilizer (Mixing Only)
Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	*****MALE*****						*****FEMALE*****								
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6
FIRST/MID OFFICIALS & MGRS	0	0	8	0	0	0	0	0	5	0	0	0	0	0	13
PROFESSIONALS	0	0	3	1	0	0	0	0	7	0	0	0	0	0	11
TECHNICIANS	0	0	4	0	0	0	0	0	1	0	0	0	0	0	5
SALES WORKERS	0	0	46	0	0	0	0	0	4	0	0	0	0	0	50
ADMINISTRATIVE SUPPORT	0	0	1	0	0	0	0	0	14	1	0	0	0	0	16
CRAFT WORKERS	0	0	5	0	0	0	0	0	0	0	0	0	0	0	5
OPERATIVES	0	0	17	3	0	0	0	0	0	0	0	0	0	0	20
LABORERS & HELPERS	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	90	4	0	0	0	0	32	1	0	0	0	0	127
PREVIOUS REPORT TOTAL	0	0	91	4	0	0	0	0	28	0	0	0	0	0	123

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/04/2014 THRU 08/17/2014

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: MICHELLE PAXTON
EEO-1 REPORT CONTACT PERSON: MICHELLE PAXTON
EMAIL: paxtonm@nachurs-alpine.com

TITLE: HR MANAGER
TITLE: HR MANAGER
TELEPHONE NO: 7403825701

CERTIFIED DATE[EST]: 08/15/2014 03:44 PM

WHY ALPINE RF-11?



NASi has been manufacturing high quality liquid solutions for over 65 years. NASi is pleased to introduce

ALPINE RF-11 to the airport runway deicer market.

ALPINE RF-11 meets all FAA requirements of the SAE AMS 1435C specification for runway de-icing fluids. Our solutions are formulated with pure raw materials. Our reputation is built by providing premium chemicals, high tech distribution, and superior customer and technical support for our customers.

NASi has six liquid chemical manufacturing facilities:

- Marion, OH (Corporate Headquarters)
- Corydon, IN
- Red Oak, IA
- St. Gabriel, LA
- New Hamburg, Ontario, Canada
- Belle Plaine, Saskatchewan, Canada

ENVIRONMENTAL BENEFITS

ALPINE RF-11 is:

- Non-toxic and non-hazardous to plant and animal life
- Biodegrades readily and complete to carbon dioxide and water
- Very low Biological Oxygen Demand (BOD)

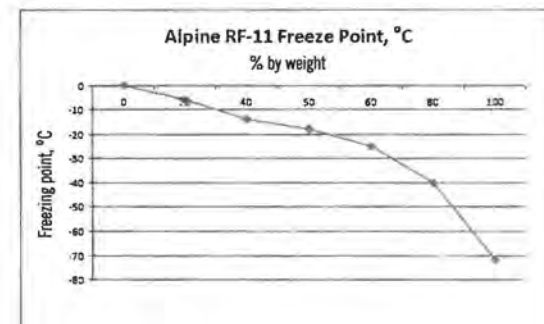


Meets FAA approved specification SAE AMS 1435C

TYPICAL PROPERTIES

Active Ingredients	50%
pH.....	9-11
Specific Gravity.....	1.282
Pounds Per Gallon.....	10.65
Appearance.....	Clear, Blue Liquid
Odor.....	Mild,
	Characteristic
Water Miscibility.....	Complete
Freezing Point.....	-72°F (-58°C)
BOD.....	(5-Day), g/g 0.25
COD.....	g/g 0.35

THE INFORMATION SET FORTH ON THIS DATA SHEET IS BELIEVED TO BE ACCURATE AS OF THE PRESENT DATE. SINCE THE ACTUAL USE BY OTHERS IS BEYOND OUR CONTROL, IT IS THE PURCHASER'S/USER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR THEIR OWN USE AND PURPOSE. NACHURS ALPINE SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED, IMPLIED OR FITNESS FOR A PARTICULAR PURPOSE. NACHURS ALPINE SOLUTIONS NEITHER ASSUMES RESPONSIBILITY REGARDING THE ACCURACY OR SUITABILITY OF SUCH INFORMATION OR PRODUCT FOR APPLICATION TO PURCHASER'S INTENDED USE OR PURPOSE NOR FOR THE CONSEQUENCES OF ITS USE. NO SUGGESTIONS FOR USE ARE INTENDED, AND NOTHING HEREIN SHALL BE CONSTRUED AS A RECOMMENDATION TO INFRINGE ANY EXISTING PATENTS OR TO VIOLATE ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS.



PRODUCT BENEFITS

- Improved Corrosion Inhibition
- Improved Wetting & Spreading
- Rapid Drying time
- Environmentally Friendly

APPLICATION

Alpine RF-11 is a ready to use liquid form. Supplying in this form makes application by spray trucks convenient and easy.

Anti-icing: Pre-treatment prior to the start of any icing event is the most efficient use of **Alpine RF-11**. The rate of application is approximately 0.5 gallons per 1000 ft².

De-icing: **Alpine RF-11** can be used as an effective deicer when allowed to penetrate the pavement surface to break the bond of ice and snow. The amount of fluid required depends on outside temperatures as well as the thickness of the ice film. A recommended application rate of 1.0 gallon per 1000 ft² for thin ice and 3.0 gallons per 1000 ft² for ice up to an inch thick.



SAFETY DATA SHEET

Name of Product:

Alpine RF-11

Product #: I000093
Revision Date: April 4, 2014

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Alpine RF-11
SYNONYMS: Deicing Fluid, Antiicing Fluid, Runway Deicer.
PRODUCT CODES: I000093, I000115

MANUFACTURER: NACHURS ALPINE SOLUTIONS
DIVISION: Marion
ADDRESS: 421 Leader Street
Marion, OH 43302, United States

EMERGENCY PHONE: United States: Chemtrec: 800-424-9300 (CCN# 15189)
Canada: CANUTEC: 613-996-6666
I TECH 877-324-4402

CHEMICAL NAME: Potassium Acetate
CHEMICAL FAMILY: Organic acid, potassium salt
CHEMICAL FORMULA: CH_3COOK

PRODUCT USE: Deicing fluid, Antiicing fluid.

PREPARED BY: Nachurs Alpine Solutions Technical Services

SECTION 1 NOTES:

SECTION 2: HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Use with care! May cause irritation.

ROUTES OF ENTRY: Inhalation, Ingestion, Injection, Absorption

POTENTIAL HEALTH EFFECTS

EYES: May cause irritation.
SKIN: May cause irritation.
INGESTION: May cause irritation.
INHALATION: May cause irritation.

ACUTE HEALTH HAZARDS: Possible skin irritation.

CHRONIC HEALTH HAZARDS: None known.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: None known.

CARCINOGENICITY:

OSHA: No
ACGIH: No
NTP: No
IARC: No
CA Prop 65: No

SECTION 2 NOTES:

SAFETY DATA SHEET

Product #: I000093

Name of Product: **Alpine RF-11**

Revision Date: April 4, 2014

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

			<u>CAS No.</u>
INGREDIENT:	Potassium Acetate	50%	127-08-2
	Water	50%	7732-18-5
	Corrosion Inhibitor	<1%	Proprietary

SECTION 3 NOTES:

SECTION 4: FIRST AID MEASURES

EYES: Flush with water immediately and thoroughly for 15 minutes. If irritation persists, seek medical attention.

SKIN: Thoroughly wash with soap and water. If irritation persists, seek medical attention.

INGESTION: If victim is conscious and alert, give milk or water to drink. Seek medical attention.

INHALATION: Remove to fresh air. If not breathing, give artificial respiration. Seek medical attention.

NOTES TO PHYSICIANS OR FIRST AID PROVIDERS: Treat symptomatically.

SECTION 4 NOTES:

SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABLE LIMITS IN AIR: Not flammable.

FLASH POINT: N/A

METHOD USED: N/A

AUTOIGNITION TEMPERATURE: N/A

NFPA HAZARD CLASSIFICATION

HEALTH: 1
FLAMMABILITY: 0
REACTIVITY: 0
OTHER: 0

HMIS HAZARD CLASSIFICATION

HEALTH: 1
FLAMMABILITY: 0
REACTIVITY: 0
PROTECTION: B

EXTINGUISHING MEDIA: Water or media suitable for surrounding material.

SPECIAL FIRE FIGHTING PROCEDURES: Proper safety equipment to include SCBA operated in positive pressure mode.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Carbon monoxide and/or carbon dioxide may be released.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon monoxide and/or carbon dioxide.

SECTION 5 NOTES:

SAFETY DATA SHEET

Product #: I000093

Name of Product: **Alpine RF-11**

Revision Date: April 4, 2014

SECTION 6: ACCIDENTAL RELEASE MEASURES

ACCIDENTAL RELEASE MEASURES: Confine the spill to a diked area or sump, if possible, and recover as much of the product as possible. Place in suitable containers. Dispose in accordance with all federal, state, and local regulations.

SECTION 6 NOTES:

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Store in suitable containers made of mild steel, stainless steel, plastic or fiberglass.

OTHER PRECAUTIONS: Always use good safety and industrial hygienic practices.

SECTION 7 NOTES:

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Good hygienic operating protocols are always recommended.

VENTILATION: Provide local ventilation as necessary.

RESPIRATORY PROTECTION: Respiratory protection is not normally required unless excessive heat or reaction results in release of carbon dioxide or carbon monoxide. In enclosed spaces, these gases can displace oxygen causing possible suffocation, thus use a self-contained breathing apparatus. Do not use air purifying respirators.

EYE PROTECTION: Safety goggles and full face shield.

SKIN PROTECTION: Rubber gloves.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: N/A

WORK HYGIENIC PRACTICES: Wash hands thoroughly after handling.

EXPOSURE GUIDELINES: N/A

SECTION 8 NOTES:

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Clear, blue liquid.

ODOR: Mild odor.

PHYSICAL STATE: Liquid.

pH AS SUPPLIED: 9.0 - 11.0

BOILING POINT: Unknown

MELTING POINT: Unknown

SAFETY DATA SHEET

Product #: I000093

Name of Product: **Alpine RF-11**

Revision Date: April 4, 2014

FREEZING POINT: F°: -72
C°: -58

VAPOR PRESSURE (mmHg): No data available.

VAPOR DENSITY (AIR = 1): No data available.

SPECIFIC GRAVITY (20°C): 1.28

DENSITY, LBS/GAL (20°C): 10.65

SOLUBILITY IN WATER: Complete

PERCENT SOLIDS BY WEIGHT: 50

PERCENT VOLATILE: 50%

VOLATILE ORGANIC COMPOUNDS (VOC): None

VISCOSITY:	Temperature °C	cSt.	cPs.
	20	4.7	6.0
	0	9.8	12.5
	-10	16.5	21.1
	-20	30.6	39.1

SECTION 9 NOTES:

SECTION 10: STABILITY AND REACTIVITY

	STABLE	UNSTABLE
STABILITY:	X	

CONDITIONS TO AVOID (STABILITY): Extreme heat.

INCOMPATIBILITY (MATERIAL TO AVOID): Strong acids or strong oxidizing agents.

HAZARDOUS DECOMPOSITION OR BY-PRODUCTS: Carbon monoxide and/or carbon dioxide.

HAZARDOUS POLYMERIZATION: Will not occur.

SECTION 10 NOTES:

SECTION 11: TOXICOLOGICAL INFORMATION

TOXICOLOGICAL INFORMATION: EPA 40CFR797.1300 Daphnid Acute Toxicity: 48 hour LC₅₀: 2825 mg/L
EPA 40CFR797.1400 Fish Acute Toxicity: 96 hour LC₅₀: 2925 mg/L

SECTION 11 NOTES:

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: BOD: 0.21 kg O₂/kg
COD: 0.35 kg O₂/kg

SAFETY DATA SHEET

Product #: I000093

Name of Product: **Alpine RF-11**

Revision Date: April 4, 2014

SECTION 12 NOTES:

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: Reclaim and reuse as much as possible. Dispose in accordance with all federal, state, and local regulations.

RCRA HAZARD CLASS: No.

SECTION 13 NOTES:

SECTION 14: TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION:

GROUND TRANSPORTATION:

PROPER SHIPPING NAME: Alpine RF-11
HAZARD CLASS: N/A
ID NUMBER: N/A
PACKING GROUP: N/A
LABEL STATEMENT: N/A

WATER TRANSPORTATION (IMDG):

PROPER SHIPPING NAME: Alpine RF-11
HAZARD CLASS: N/A
ID NUMBER: N/A
PACKING GROUP: N/A
LABEL STATEMENTS: N/A

AIR TRANSPORTATION (IATA):

PROPER SHIPPING NAME: Alpine RF-11
HAZARD CLASS: N/A
ID NUMBER: N/A
PACKING GROUP: N/A
LABEL STATEMENTS: N/A

SECTION 14 NOTES:

SECTION 15: REGULATORY INFORMATION

CHEMICAL INVENTORY LISTS:

TSCA (U.S. Toxic Substances Control Act): Yes
TSCA Section 12(b): No
DSL (Canadian Domestic Substances List): Yes
EINCS (European Inventory of Existing Commercial Chemical Substances): Yes
AICS (Australia): Yes
IECSC (China): Yes
ENCJ (Japan): Yes

CERCLA (COMPREHENSIVE RESPONSE COMPENSATION, AND LIABILITY ACT): No

CLEAN AIR ACT (CAA): Contains no priority air pollutants.

CLEAN WATER ACT (CWA): Contains no priority water pollutants.

SAFETY DATA SHEET

Product #: I000093

Name of Product: **Alpine RF-11**

Revision Date: April 4, 2014

SECTION 15 NOTES:

SECTION 16: OTHER INFORMATION

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TECHNICAL DATA SHEET



Meets latest edition of SAE AMS 1435C

Typical Properties

Active Ingredients	50%
pH	9-11
Specific Gravity	1.278
Pounds per Gallon	10.65
Appearance	Clear, blue liquid
Odor	Mild, Characteristic
Water Miscibility	Complete
Freezing Point	-72°F (-58°C)
BOD (5 day), g O ₂ /g of fluid	0.25
COD, g O ₂ /g of fluid	0.35

Temperature °C	Viscosity cSt.	Specific Gravity	Viscosity cPs.
20	4.7	1.28	6.0
0	9.8	1.28	12.5
-10	16.5	1.28	21.1
-20	30.6	1.28	39.1

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TECHINICAL SHEET-Personal Injury Protection



First Aid Measures

- Eye Contact
 - Wash eyes thoroughly with water for at least 15 minutes
 - Seek medical attention
- Skin Contact
 - Thoroughly wash with soap and water.
 - Seek medical attention if irritation develops or persists.
- Inhalation
 - Remove from exposure to area of fresh air.
 - If not breathing, give artificial respiration.
- Ingestion
 - If victim is conscious and alert, give milk or water.
 - Seek medical attention.

Special Protection

- Wear rubber or plastic gloves only while handling this product.
- Safety goggles and a face shield are recommended.
- Be sure ventilation is adequate.

Other Information

- Alpine RF-11 is not a fire or reactive hazard.
- Alpine RF-11 is slightly hazardous to your health.

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TECHINICAL SHEET-Material Compatibility



CORROSION INHIBITORS:

RF-11 contains a proprietary corrosion inhibitor package to improve its compatibility with copper, brass, aluminum, aluminum alloys, zinc and other metals and alloys. The corrosion inhibitors work by forming a protective barrier between the metal and the potassium acetate solution.

EQUIPMENT CONSIDERATIONS:

All equipment surfaces that are frequently exposed to potassium acetate de-icers should be regularly rinsed with warm water (especially before and after the winter season) to prevent the build-up of residue and to minimize staining and maintain equipment integrity.

Pumps: The preferred material is stainless steel. Plastic pumps are acceptable. While the corrosion inhibitor package improves compatibility with brass, cast aluminum and cast iron, these materials should be avoided because of abrasion effects. Avoid pumps that contain zinc or galvanized wetted parts. The high abrasion effects combined with the reactivity of potassium acetate towards zinc will dissolve the galvanizing and expose the metal to agents which cause corrosion.

Pipes: Acceptable materials are stainless and carbon steel, polyethylene (PE), polypropylene (PP), polyvinyl chloride (PVC), polyvinylidene fluoride (PVDF), butyl and natural rubber. Minimize contact with zinc or galvanized metals. A high quality pipe sealant is important for threaded fittings and joints, however welded or flanged pipe joints are recommended.

Seals and Gaskets: Recommended materials are natural and butyl rubber, ethylene propylene rubber (EPR, EPM, EPDM) and isoprene. Neoprene and nitrile (Buna-N) rubbers are acceptable materials. Materials to avoid are: any type of silicon rubber, styrene butadiene (Buna-S), polyurethane, polyacrylate, fluorosilicone and fluorocarbon rubbers and butadiene.

STORAGE CONSIDERATIONS:

All tanks should be cleaned and maintained both before and after the winter season to maintain the integrity of the tank and minimize staining and deterioration.

Tanks: Stainless steel, fiberglass or polyethylene tanks are recommended. If clean and rust-free, alloy steel or carbon tanks may be used. While aluminum is acceptable in the presence of the corrosion inhibitor package, aluminum tanks should be avoided for long term storage. Ensure tanks are built to withstand potassium acetates high viscosity, high density and low surface tension.

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ECOWAY SF

PRODUCT INFORMATION SHEET

ECOWAY SF is an advanced, environmentally friendly solid deicer. ECOWAY SF is easily spread using a wide range of conventional equipment used to spread solid de-icers.

Performance Advantages:

- * Melts ice and snow faster than urea and sodium acetate
- * Effective at lower temperatures
- * Lower use rates compared to urea and sodium acetate solid
- * Irregularly shaped granules are less likely to blow away than spherical prills
- * Patented USA
- * SAE 1431 Approved

Environmental Advantages

- * Helps meet ecological requirements
- * Does not contain chlorides, nitrates or triazoles
- * Biodegradable with lower COD and BOD levels

TECHNICAL DATA INFORMATION

TYPICAL ANALYSIS

Purity	98.5 Min.
Corrosion Inhibitor	2% Max.
pH	8-11
Moisture	1% Max.
Granular Size:	2-6 mm
Specific Gravity kg/m ³	900-950
Bulk Density kg/L	0.9-0.95
Miscibility with water	81g pr 100 ml at 20°C
Appearance	White irregular granulate

APPLICATION

De-icing:

The primary purpose of chemical deicing is not to melt surface ice, but rather to diffuse down through the snow and ice to break the bond between frozen precipitation and the pavement.

Anti-icing:

The most cost effective way to utilize deicing is by preventing frozen precipitation from sticking. The presence of residual ECOWAY SF on the operational surface after de-icing serves as an effective anti-icing agent.

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TECHNICAL DATA SHEET

ECOWAY SF

Sodium Formate

Typical Analysis

Purity	98.5% Min.
Corrosion inhibitor	2% Max.
pH	8-11
Moisture	1% Max.
Granular size	2-6 mm
Specific gravity kg/m³	900-950
Bulk density kg/L	0.9-0.95
Miscibility with water	81g pr 100 ml at 20°C
Appearance	White irregular granulate

- ❖ Powerful and ecologic de-icing product, designed to maintain adequate friction between aircraft tires and the runway
- ❖ Melts ice and snow faster than urea and sodium acetate
- ❖ Effective at lower temperatures
- ❖ Lower use rates compared to urea and sodium acetate

- ❖ PATENTED USA
- ❖ APPROVED ACCORDING TO AMS1431 CURRENT SPECIFICATIONS BY SMI USA THE WORLDS LEADER OF AEROSPACE MATERIALS LABORATORY
- ❖ APPROVED BY SWEDISH NATIONAL ROAD AND TRANSPORT RESEARCH INSTITUTE (SHRP TEST, ASPHALT CONCRETE DEGRADATION RESISTANCE LFV1-98 AND EFFECTS ON BITUMEN LFV 2-98)

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RECOMMENDED APPLICATION RATES-ECOWAY SF

ECOWAY SF is an advanced, environmentally friendly, designed to maintain adequate friction between aircraft tires and the runway, granular de-/anti-icer specially engineered to allow for the efficient removal of snow and ice from airport runways and aprons, parks.

ECOWAY SF can be used with all standard airport spreading equipment in operation today. ECOWAY SF is easily spread using a wide range of conventional equipment which is used to spread solid de-icers like sand, rock salt or urea such as rotating plate spreaders, which are able to spread liquid as well solid de-icers.

Due to this characteristic, ECOWAY SF must be stored under dry conditions. Always let the bags be stored on a pallet and never directly on the floor or ground. Indoor storage is advised.

When stored outside the product must be covered completely with weather-proof panels.

During the deicing season unused portions can be stored in piles, protected from precipitation, without caking difficulties.

PERFORMANCE ADVANTAGES

- Melts ice and snow faster than urea and sodium acetate
- Effective at lower temperatures
- Lower use rates compared to urea and sodium acetate solid
- Irregularly shaped granules are less likely to blow away than spherical prills

ENVIRONMENTAL ADVANTAGES

- Helps airports meet ecological requirements
- Does not contain chlorides, nitrates, nitrites or triazoles
- Biodegradable with lower COD and BOD levels than urea and sodium acetate solid

ECOWAY SF-General Application Rates

The efficiency of de-icers depends on a variety of elements like weather conditions (wind, air, humidity, snow, and freezing rain), surface material and spraying equipment. As a result, no exact dosages – but dosage recommendations can be given.

Application is distinguished between de-icing and anti-icing.

De-icing means removal of ice and snow by the applications of ECOWAY SF.

Anti-icing means the preventive application of ECOWAY SF in order to protect the runway when icing conditions like freezing rain or snow are expected.

In order to use as little of a de-icing chemical as possible generally it make sense to apply the de-icing chemical in an anti-icing manner as short of time before the expected precipitation as possible.

The following application rates are only an indicative.

Coverage rate is lbs/1000 sq. ft.

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RECOMMENDED APPLICATION RATES-ECOWAY SF

Anti-icing

32 to 23 °F	3.07 lbs/1000 ft ²
23 to 14 °F	4.10 lbs/1000 ft ²

De-icing

Snow and snow fall:

32 to 23 °F	5.12-7.17 lbs/1000 ft ²
23 to 14 °F	7.17-9.22 lbs/1000 ft ²
Under 14 °F	9.22-11.27 lbs/1000 ft ²

Light ice and compacted snow:

32 to 23 °F	2.05-4.10 lbs/1000 ft ²
23 to 14 °F	4.10-6.15 lbs/1000 ft ²
Under 14 °F	6.15-8.20 lbs/1000 ft ²

Ice and freezing rain:

32 to 23 °F	5.12-8.20 lbs/1000 ft ²
23 to 14 °F	8.20-10.24 lbs/1000 ft ²
Under 14 °F	10.24-12.29 lbs/1000 ft ²

Immediately prior to the onset of precipitation.

NASi is an exclusive distributor of the ECOWAY SF and all recommendations listed are from the manufacturer.

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SAFETY DATA SHEET

Product #: I0000131

Name of Product:
Ecoway SF

Revision Date: Nov 14, 2013

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: **Ecoway SF**
SYNONYMS: Formic acid sodium salt
PRODUCT CODES: I000131; I000132

COMPANY IDENTIFICATION: NACHURS ALPINE SOLUTIONS
DIVISION: Marion
ADDRESS: 421 Leader Street, Marion, OH 43302, United States

EMERGENCY PHONE: United States: Chemtrec: 800-424-9300 (CCN 15189)
Canada: CANUTEC: 1-613-996-6666
I TECH: 1-877-324-4402

CHEMICAL NAME: Sodium Formate
CHEMICAL FAMILY: Formic Acid, Sodium Salt
CHEMICAL FORMULA: HCOONa

SECTION 1 NOTES:

SECTION 2: HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Use with care!

ROUTES OF ENTRY: Inhalation, Ingestion, Injection, Absorption

POTENTIAL HEALTH EFFECTS

EYES:	May cause irritation.
SKIN:	May cause irritation.
INGESTION:	May cause irritation.
INHALATION:	May cause irritation.

ACUTE HEALTH HAZARDS: N/A

CHRONIC HEALTH HAZARDS: N/A

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: N/A

CARCINOGENICITY:

OSHA:	N/A
ACGIH:	N/A
NTP:	N/A
IARC:	N/A
OTHER:	N/A

SECTION 2 NOTES: Human health effects of overexposure may cause skin or eye irritation or skin rash, tearing, or blurring of vision.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENT:	Sodium Formate	>98%	CAS# 141-53-7
-------------	----------------	------	---------------

SARA 313 REPORTABLE: N/A

OSHA PEL-TWA: N/A
OSHA PEL STEL: N/A
OSHA PEL CEILING: N/A

ACGIH TLV-TWA: N/A
ACGIH TLV STEL: N/A

SAFETY DATA SHEET

Product #: I0000131

Name of Product: **Ecoway SF**

Revision Date: Nov 14, 2013

ACGIH TLV CEILING: N/A

SECTION 3 NOTES:

SECTION 4: FIRST AID MEASURES

EYES: Flush with water immediately and thoroughly for 15 minutes. If irritation persists, seek medical attention.
SKIN: May be harmful if absorbed through skin. May cause skin irritation. Wash thoroughly with soap and water. If irritation persists, seek medical attention.
INGESTION: No specific intervention is indicated as compound is not likely to be hazardous by ingestion. Consult a physician if necessary.
INHALATION: May be harmful if inhaled. May cause respiratory tract irritation. If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Call a physician.

NOTES TO PHYSICIANS OR FIRST AID PROVIDERS: N/A

SECTION 4 NOTES:

SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABLE LIMITS IN AIR: UPPER: N/A
(% BY VOLUME) LOWER: N/A

FLASH POINT: N/A

METHOD USED: N/A

AUTOIGNITION TEMPERATURE: N/A

NFPA HAZARD CLASSIFICATION:

HEALTH: 1
FLAMMABILITY: 0
REACTIVITY: 0
OTHER: 0

HMIS HAZARD CLASSIFICATION

HEALTH: 1
FLAMMABILITY: 0
REACTIVITY: 0
PROTECTION: B

EXTINGUISHING MEDIA: Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

SPECIAL FIRE FIGHTING PROCEDURES: Use self-contained breathing apparatus and full protective clothing.

UNUSUAL FIRE AND EXPLOSION HAZARDS: None.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides, Sodium/sodium oxides

SECTION 5 NOTES:

SECTION 6: ACCIDENTAL RELEASE MEASURES

ACCIDENTAL RELEASE MEASURES: Before handling any spills, always observe the safety precautions described in Section 8. Spills can be removed in the dry form with suitable equipment or flushed away with large quantities of water.

SECTION 6 NOTES:

SAFETY DATA SHEET

Name of Product: **Ecoway SF**

Product #: I0000131

Revision Date: Nov 14, 2013

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Store in a cool dry, well-ventilated area in tightly closed containers. Keep away from acids.

OTHER PRECAUTIONS: N/A

SECTION 7 NOTES:

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Keep container tightly closed and protect from moisture. Use ventilation that is adequate to keep employee exposure to airborne dust limited.

VENTILATION: Use ventilation that is adequate to keep employee exposure to airborne dust limited. A dust mask is recommended when handling large quantities in small confined non-ventilated area.

RESPIRATORY PROTECTION: Respiratory protection is not required under normal circumstances. If material is misted, use appropriate NIOSH approved respirator or self-contained breathing apparatus.

EYE PROTECTION: Overall Chemical splash goggles and full face shield.

SKIN PROTECTION: Rubber or plastic gloves.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: N/A

WORK HYGIENIC PRACTICES: Always follow good safety and industrial hygienic practices.

EXPOSURE GUIDELINES: See section 2.

SECTION 8 NOTES:

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: white granules

ODOR: slight specific odor.

PHYSICAL STATE: Solid/ crystalline granular

pH : 10.0-12.0 (10% solution)

BOILING POINT:
F°: Unknown
C°: Unknown

MELTING POINT:
F°: >608
C°: >320

FREEZING POINT:
F°: N/A
C°: N/A

VAPOR PRESSURE (mmHg): N/A

VAPOR DENSITY (AIR = 1): N/A

DENSITY @ 20°C 0.92-0.95 g/cc

EVAPORATION RATE: N/A

SAFETY DATA SHEET

Product #: I0000131

Name of Product: **Ecoway SF**

Revision Date: Nov 14, 2013

SOLUBILITY IN WATER: soluble (>3.75 lbs./gal.)

PERCENT SOLIDS BY WEIGHT: >98

PERCENT VOLATILE: N/A

VOLATILE ORGANIC COMPOUNDS (VOC): N/A

MOLECULAR WEIGHT: 174.2

VISCOSITY: N/A

SECTION 9 NOTES:

SECTION 10: STABILITY AND REACTIVITY

	STABLE	UNSTABLE
STABILITY:	x	
CONDITIONS TO AVOID (STABILITY):	Prevent contamination with other chemicals	
INCOMPATIBILITY (MATERIAL TO AVOID):	Contact with acids	
HAZARDOUS DECOMPOSITION OR BY-PRODUCTS:	Thermal decomposition may generate carbon monoxide and carbon dioxide.	
HAZARDOUS POLYMERIZATION:	Will not occur.	
CONDITIONS TO AVOID (POLYMERIZATION):	N/A	

SECTION 10 NOTES:

SECTION 11: TOXICOLOGICAL INFORMATION

TOXICOLOGICAL INFORMATION: Acute oral toxicity LD50: >2000 mg/kg (rats).IE
Acute inhalation toxicity LC50: >670 mg/m³ (dust, rats, 4 hrs.).
Skin irritation: nonirritant (Rabbits).
Eye irritation: nonirritant (Rabbits).

SECTION 11 NOTES:

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: Biological elimination: >90% (Static test, 7 days) DIN 38 412-L25) Toxicity to bacteria ECo:> 10000 (OECD 209, after 3 hours)
Chemical oxygen demand COD: - 211 mg oxygen/g. (DIN 38409-H41) Daphnia acute toxicity ECo: 3.3 g/l (24h); 3.2 g/l (48h)
EC50: 4.8 g/l (24h); 4.4 g/l (48h)
Fish Toxicity LC50: 1000 mg/l (96 h, Zebra fish, OECD 203)

SECTION 12 NOTES:

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: Reclaim and reuse as much as possible. Dispose in accordance with all federal, state, and local regulations.

RCRA HAZARD CLASS: N/A

SAFETY DATA SHEET

Product #: I0000131

Name of Product: **Ecoway SF**

Revision Date: Nov 14, 2013

SECTION 14: TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION:

PROPER SHIPPING NAME: Ecoway SF (Sodium Formate)
HAZARD CLASS: N/A
ID NUMBER: N/A
PACKING GROUP: N/A
LABEL STATEMENT: N/A

WATER TRANSPORTATION:

PROPER SHIPPING NAME: Ecoway SF (Sodium Formate)
HAZARD CLASS: N/A
ID NUMBER: N/A
PACKING GROUP: N/A
LABEL STATEMENTS: N/A

AIR TRANSPORTATION:

PROPER SHIPPING NAME: Ecoway SF (Sodium Formate)
HAZARD CLASS: N/A
ID NUMBER: N/A
PACKING GROUP: N/A
LABEL STATEMENTS: N/A

SECTION 14 NOTES:

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA (TOXIC SUBSTANCE CONTROL ACT): No

CERCLA (COMPREHENSIVE RESPONSE COMPENSATION, AND LIABILITY ACT): No

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT): N/A

311/312 HAZARD CATEGORIES: N/A

313 REPORTABLE INGREDIENTS: N/A

SECTION 15 NOTES:

SECTION 16: OTHER INFORMATION

PREPARATION INFORMATION: *Technical Services*

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