



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

August 19, 2019

Carus Corporation
Gerald B. Curran
Vice President/CFO
315 Fifth Street
Peru, IL 61354
bids@caruscorporation.com

Dear Mr. Curran:

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

Responsible Department:	Austin Water
Department Contact Person:	Lydia Torres
Department Contact Email Address:	Lydia.Torres@austintexas.gov
Department Contact Telephone:	512-972-0329
Project Name:	Liquid Phosphate
Contractor Name:	Carus Corporation
Contract Number:	MA 2200 GA190000060
Contract Period:	8/19/19 – 8/18/2021
Dollar Amount	\$1,100,000
Extension Options:	3 x 12-month options (\$550,000 per option)
Requisition Number:	19031300377
Solicitation Type & Number:	IFB 2200 GLB1021
Agenda Item Number:	48
Council Approval Date:	8/8/19

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

Sincerely,

Osiris Valdez
Procurement Specialist II
City of Austin
Purchasing Office

cc: Lydia Torres
Andy Ramirez
Christine Graf



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

SOLICITATION NO: IFB 2200 GLB1021

COMMODITY/SERVICE DESCRIPTION: Liquid Phosphate

DATE ISSUED: April 1, 2019

PRE-BID CONFERENCE TIME AND DATE: April 10, 2019 @ 8:30 AM

REQUISITION NO.: RQM 19031300377

LOCATION: 124 W. 8th Street, 3rd floor Purchasing Conference Room
Austin, TX 78701

COMMODITY CODE: 19085

BID DUE PRIOR TO: April 23, 2019 @ 2:00 PM

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

BID OPENING TIME AND DATE: April 23, 2019 @ 3:00 PM

Georgia Billela

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

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.Billela@austintexas.gov

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB1021	Purchasing Office-Response Enclosed for Solicitation # GLB1021
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 180 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 (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SPECIFICATION	4
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
ATT	ATTACHMENT A – CHEMICAL DELIVERY NOTICE	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 the * Sections are available on the Internet at the following online address:**

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

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

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 revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Carus Corporation

Company Address: 315 Fifth Street

City, State, Zip: Peru, IL 61354

Vendor Registration No. :

Printed Name of Officer or Authorized Representative: Gerald B Curran

Title: VP, CFO

Signature of Officer or Authorized Representative: 

Date: April 18, 2019

Email Address: bids@caruscorporation.com

Phone Number: 800-435-6856


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

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 2200 GA190000060.

CITY OF AUSTIN

Awarded this 19 day of August, 2019


Signature

Matthew Duree
Printed Name and Title of Authorized Person

August 19, 2019
Date

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

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

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

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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. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

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

19. WARRANTY-PRICE:

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

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

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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

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30. DELAYS:

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

31. INDEMNITY:

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

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

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

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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

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

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

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

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

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

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48. **DISPUTE RESOLUTION:**

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

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

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

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

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

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **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.

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- 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".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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IFB 2200 GLB1021
Version 1.1**

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 email to georgia.billela@austintexas.gov no later than close of business five (5) business days before the bid due date.

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
OR
PURInsuranceCompliance@austintexas.gov

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.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (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.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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 twelve (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:**
- A. Contractors shall be responsible for contacting the authorized contact person and requesting a site visit to ensure delivery conditions are acceptable PRIOR to submitting a bid. Otherwise, the City will assume that the delivery conditions are acceptable to the Contractor submitting a bid.

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- B. After contract award and prior to the first delivery under this contract, the Contractor's delivery personnel shall visit the water treatment plants to ensure they know the requirements for delivery to the respective plant(s).
- C. The City has had issues with Contractors changing trucking companies and the new truck drivers are not aware of our specifications. Therefore, if the Contractor changes the trucking company to one that is different than the one listed on the bid sheet, the Contractor must notify the Plant Supervisor or designee, in writing, at least one week prior to any deliveries made by the new company.
- D. The Contractor shall be fully responsible for cleanup of any spillage or leakage and repairing any property damage occurring during transportation and/or on the Plant site due to defective pumping and/or unloading equipment and/or negligence of the driver. Cleanups/repairs shall be completed and approved by the City before the driver leaves the facility. If an immediate cleanup/repair is not possible, the Contractor shall then complete the cleanup/repairs within five (5) business days and verified through the City that cleanup/repair is completed. All cleanup and disposal activities will be conducted in a manner consistent with the best available technology and conform to all local, state, and federal regulations. The Contractor shall assume the responsibility and costs associated with the cleanup and disposal activities as the generator of such contaminated material, along with all inherent obligations to ensure proper disposal of contaminated material and any responsibilities arising from future efforts associated with disposal of such contaminated materials.
- E. Liquid phosphate shall be shipped in bulk quantities. Minimum order will be approximately 4,000 gallons. The truck must be equipped with hoses to transfer the product.
- o **Ullrich Water Treatment Plant** – The offloading truck must be able to connect to a 2-inch quick disconnect and pump 55 feet up to the top of either of the two 15,000-gallon storage tanks. To do this in a reasonable period of time, the truck must be equipped with a clean, functional spare pump or the ability to pressurize the tanker to 40 psi.
 - o **Davis Water Treatment Plant** – The offloading truck must be able to pump into either of two 6,000-gallon storage tanks.
 - o **Handcox Water Treatment Plant (formerly Water Treatment Plant #4)** – The offloading truck must be able to pump onto either of two 5,000-gallon storage tanks.
- F. Delivery locations:

Ullrich Water Treatment Plant

ATTN: Kevin Fetterman, Plant Superintendent

1000 Forest View Drive

Austin, Texas 78746

kevin.fetterman@austintexas.gov

(512) 972-1801 (office)

(512) 972-1834 (fax)

Ullrich WTP delivery and departure route are restricted to Red Bud Trail.

Davis Water Treatment Plant

ATTN: Mike Mulgrew, Plant Supervisor

3500 W 35 Street

Austin, Texas 78703

Michael.Mulgrew@austintexas.gov

(512) 972-1760 (office)

(512) 972-1727 (fax)

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Handcox Water Treatment Plant (formerly Water Treatment Plant #4)

ATTN: Mark Penton, Plant Superintendent

6800 N FM 620

Austin, Texas 78732

mark.penton@austintexas.gov

(512) 972-2201 (office)

(512) 972-2212 (fax)

- G. Delivery shall be made in tank trucks with a capacity of approximately 5,000 gallons of product.
- H. Delivery shall be made within ten (10) calendar days after the order is placed. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Plant Supervisor/Designee will contact the Contractor to place an order and provide a delivery date and quantity. The Contractor shall confirm delivery date within one business day of receiving the order request. No partial shipment or backorders shall be allowed.
- I. Emergency Deliveries shall be made within twenty-four (24) hours after the order is placed or as mutually agreed between the City and the Contractor. The City may require partial deliveries from a single truckload to be made at more than one location. The City will pay the additional freight charge as indicated on the bid sheet; however, this freight charge will not be considered in the award evaluation.
- J. If a delivery needs to be rescheduled, the Contractor shall notify the Plant Supervisor or designee in writing no later than ~~noonelese~~ ~~theef~~ business the day before originally scheduled delivery date. Rescheduled/missed deliveries that are not changed within the notification period will be subject to liquidated damages per Section 7, Liquidated Damages.
- K. Delivery drivers must be able to speak fluent English.
- L. The City will check documentation, take samples, and test the samples to ensure compliance with the City's specifications prior to accepting the delivery. If the materials do not meet the specification, the delivery may be rejected by the Plant Supervisor or designee.
- M. The truck driver shall check in at the guard shack upon arrival. The driver must show his driver's license. The driver shall not offload the product unless the Plant Supervisor or designee accompanies the driver to the area where the product will be unloaded.
- N. The Contractor shall obtain sign-off on the Chemical Delivery Notice (Attachment A) on every delivery. A Chemical Delivery Notice shall be submitted to the Plant Supervisor or designee, on the day of delivery. The delivery truck shall not be allowed on-site until the Chemical Delivery Notice is received. "Estimated Arrival Time" on the Chemical Delivery Notice shall be completed with an estimate not exceeding a two-hour window.
- O. The Contractor shall furnish weight certificates from the State of Texas certified scales in the Austin area. An individual certified scale receipt indicating the date, the tare, and gross weight shall accompany each delivered load. A Safety Data Sheet (SDS) shall accompany each delivered load as well. The City reserves the right to have the weight verified by a weigh station within Austin, Travis County, Texas. The City will pay the cost of the weigh station charges if verification is required.
- P. The Contractor shall provide to the Plant Supervisor or designee the manufacturer's certificate of analysis with each independent truck delivery of the product per the Purchase Specification, as well as documentation identifying the name of the manufacturer and the lot number of the Liquid Phosphate. The City's test results will be the leading record of analysis if different properties are identified during testing than what is listed on the invoice or certificate of analysis.

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- Q. Delivery shall be made Monday thru Friday (except on City observed holidays) between the hours of 7:30 a.m. and 2:00 p.m. local time. If the Contractor makes a delivery on any date/time other than the scheduled delivery date/time, the City will not be charged demurrage for any delays encountered in unloading the truck. The Plant Supervisor or designee will be present during all deliveries. The delivery driver shall remain with the truck during the unloading process.
 - R. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. local time on a regular City workday without the prior approval of the Plant Supervisor or designee, the City may, at its sole discretion, wait to receive the product until normal City working hours at no additional expense to the City or charge the Contractor any overtime and call back expenses experienced to offload the delivery. If the City chooses to wait to receive the product until normal City working hours, the Contractor will not be allowed to leave the truck or trailer on City property.
 - S. **The Contractor shall complete by 3:00 p.m.** local time any transferring to the storage tank without demurrage of additional truck standing time charges. Should a delivery be completed after 3:00 pm Central Time, the Contractor shall be responsible for all associated costs, including any overtime required for City employees working outside of their normal business hours to accept the delivery.
 - T. The Contractor shall allow a minimum three (3) hour time requirement for transferring the product from the delivery truck into the City's tank without demurrage of additional truck standing time charges.
 - U. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - V. The Contractor shall confirm the quantity to be shipped on orders within two (2) hours of notification by phone from the Plant Supervisor or designee.
 - W. Contractors shall note that the treatment plants are not serviced by rail. Delivery shall be made in bulk trucks. Trucks shall be fully equipped with the correct unloading equipment, hoses, and fittings to transfer the product.
 - X. Unless requested by the Plant Supervisor or designee, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
 - Y. The Contractor and any subcontractors shall wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided at no additional expense to the City.
 - Z. The Contractor may be required to deliver on holidays and weekends, as needed. Orders shall be made in full truckloads only. Deliveries will not be accepted at other times unless scheduled and approved by the Plant Supervisor or designee.
 - AA. Contractors shall note that the treatment plants are not serviced by rail. Delivery shall be made in bulk trucks. Trucks shall be fully equipped with the correct unloading equipment, hoses and fittings to transfer the product.
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 Contractor. In addition, the date delivery was made, and location of delivery shall be included in the Invoice.

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- B. Invoices shall include a completed and signed Chemical Delivery Notice and certified scale receipt for each delivery. The City will pay based on gallons of the chemical in the shipment, approved by the Plant Supervisor or designee. The invoices submitted to the City shall be for the number of gallons in the load delivered, calculated by the Contractor based on the truck weight and product specific gravity.
- C. The City will pay based on assumed 36.0% of active phosphate as PO₄. If the amount falls below 35.0% as analyzed by the Austin Water – Water Quality Laboratory, price adjustments can be made on a prorated basis on the invoice for the load received with an active phosphate concentration of less than 35.0% expressed as PO₄.
- D. The City will spot check loads, and if there is a discrepancy between the City's results and the certificate of analysis, the City's result will be the one ~~used for payment~~that governs. If the Contractor disagrees, a third-party lab will be retained to run the sample. If the result is closer to the City's result, the Contractor will pay for the analysis. If the result is closer to the Contractor's result, the City will pay.
- E. Invoices shall be emailed within five (5) calendar days after each delivery to the address where the delivery was made:
Ullrich Water Treatment Plant: AWAdminUllrich@austintexas.gov
Davis Water Treatment Plant: AWAdminDavis@austintexas.gov
Handcox Water Treatment Plant (WTP#4): AWAdminWTP4@austintexas.gov
- F. Invoices shall include, but are not limited to the following:
- Contractor's name, on a professionally pre-printed, sequentially numbered form
 - Contractor's address and phone number
 - City's contract number/purchase order number
 - Date of each delivery
 - Location of each delivery
 - Itemized description of service and pricing for each delivery
 - Signed Chemical Delivery Notice
 - Certificated Scale Receipt
- G. 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.
- H. Early Payment Discount: The Contractor may elect to offer a discount for early payment as listed on the Bid Sheet at the Contractor's discretion. Discounts will not be considered in the award evaluation. The Contractor invoice shall have the discount amount included and full amount if early payment is not received. If the City fails to make a payment according to the early payment discount but does make the payment within 30 days, the City shall not receive the discount but shall pay no other penalty. When the payment date falls on a Saturday, Sunday or City holiday, payment may be made on the following business day.
7. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the contract; therefore, the Contractor shall strictly adhere to the contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing by the contractor and accepted in writing by the City. The changes should take place prior to noon of the previous business day of the planned delivery-executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be one percent (1%) per

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calendar day of total dollar amount of the subject quantity in the specific purchase order of the missed delivery. The Contractor, therefore, agrees to apply as a credit to the amount requested on the invoice for the delayed load.

8. **SAMPLES – EXACT REPLICA:**

- A. The Offeror shall submit an exact replica of the goods to be provided per specification section 3.0 **with the bid submittal**. The sample shall be not less than 1,000 milliliters in a sealed plastic container. The sample shall be accompanied by a certificate of analysis and Safety Data Sheet, and the sample shall be provided in a packed airtight, container. The bid sample shall be accompanied with the SDS and a certificate of analysis. The certificate of analysis shall meet the requirements of the Purchase Specification and shall include but is not limited to: percent active phosphate as PO₄, percent orthophosphate **by weight** as PO₄, specific gravity, and pH. All tests shall be conducted by a certified laboratory.
- B. The sample will be tested for compliance with the City specifications. Tests will be performed by the City's laboratory in accordance with **Standard Methods and/or AWWA B502 (except Orthophosphate which will be analyzed by the method in AWWA B504) and/or Standard Methods**. If the sample does not meet the necessary requirements based on these specifications and is not suitable for use by the City, the bid will not be considered and deemed non-responsive.
- C. ***The City reserves the right to conduct sampling analysis during the bid process and throughout the contract period.***
- D. Samples will be provided at no cost to the City, may be retained by the City, and may be used for assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. ~~Multiple Samples~~ shall be taken at the time of delivery. Samples shall be pulled by the truck driver in the presence of AW staff. The Contractor shall be responsible for capture and disposal of any product wasted to flush the truck discharge manifold, not to exceed five (5) gallons.
- i. The truck manifold will be flushed with up to five (5) gallons of product.
 - ii. One 0.5-L grab sample shall be collected by the Contractor and tested by City staff **for pH and specific gravity** at the delivery location to confirm the load will be accepted. If the test results indicate the load does not meet specification requirements, the Contractor may collect a new sample for the City to re-test. The Contractor shall be responsible for capture and disposal of any additional wasted product used to collect the new sample. If the test results still indicate the load does not meet specification requirements, the load will be rejected. Any freight charges associated with rejected loads that do not meet specification requirements shall be borne by the Contractor.
 - iii. If the grab sample results meet the City's specification requirements, a composite sample **may will** be collected during the offload in accordance with AWWA procedures. To create the composite sample, equal portions shall be taken at five (5) equally spaced intervals during unloading. The composite sample will be collected using a sample valve at the City's offloading station and will not necessitate disconnecting and re-connecting the Contractor's hose.
 - iv. **If taken,** ~~the~~ five (5) samples collected during the offload will be mixed with distributed into three (3) 0.5-L containers to form three (3) composite samples.
 - v. The City's Water Quality Laboratory will analyze one of the composite samples within 5 business days of product delivery per AWWA/ASTM standards. The percentage of active and available phosphate as PO₄ contained in this sample will be used, if **needed the City wishes**, as a basis for payment. If the City's Water Quality Laboratory

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results demonstrate the load does not meet the City's specification requirements, the City has the option of accepting or rejecting the load of product.

- vi. The Contractor has the option to request one 0.5-L composite sample for their own analysis. The Contractor will be responsible for any costs associated with this effort, including shipping.
 - vii. The remainder of the samples will be stored by the City for at least 30 calendar days. Should any dispute arise regarding the accuracy of the City's analysis, one 0.5-L composite sample will be turned over to an independent laboratory, agreed upon by both parties, for analysis per AWWA methods, and payment will be made based on the results of this analysis. The cost of the analysis by the independent laboratory will be the responsibility of either the Contractor or the City, depending on whose analysis differs most from the private laboratory's analysis.
- F. All products provided to the City under this solicitation must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested by the City.
- G. If the product does not meet the City's specifications based on the City's Water Quality Laboratory analysis, the Contractor shall identify the reason for the product not meeting city specifications and provide a written justification to the City explaining why the load did not meet the City's specification. If there are more than two occurrences within a consecutive 12-month period of the product quality not meeting the City's specification due to contamination from the delivery truck loading process or from the delivery truck itself, the City reserves the right to put the Contractor on probation for a period not to exceed 90 days after the second occurrence and after each subsequent occurrence. While on probation, the certificate of analysis shall still be required with delivery of each load. The Contractor will be removed from probation after 90 days of continuous performance without any occurrence of contamination from the delivery truck loading process or from the delivery truck itself, at which time the Contractor may revert back to providing sampling from the product batch if the Contractor chooses to do so.
- H. The City reserves the right to reject the product that does not meet specifications at any time during the contract period. The Contractor shall remove the product from the storage tanks (including any previously accepted product still in the storage tanks that becomes contaminated by the unacceptable product), clean the tanks, and replace the removed product with product meeting specifications at no additional expense to the City within seven (7) calendar days of both parties agreeing the load did not meet the specification. The Contractor will provide temporary storage if necessary to avoid disruption in chemical feed while the tank is being emptied, cleaned, and refilled at no additional expense to the City.
9. **HAZARDOUS MATERIALS:**
- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (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 SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
 - C. The SDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.
10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

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

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. The Contractor shall submit a complete list of all persons requiring access to the Austin Water facility at least thirty (30) days in advance of their need for access. The City reserves the right to deny access to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel/driver will be required to check in at gate driver must provide a State of Texas issued picture ID to the Plant staff, no exceptions, when entering or leaving the Austin Water facility. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be onsite and the area(s) where they will be working. Only persons previously approved by the City will be admitted to the facility.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve 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

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not exceed twenty-five percent (25%) 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.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics Data	
Series ID: PCU325180325180	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Other basic inorganic chemical manufacturing.	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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- 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, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **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:

Lydia Rodriguez-Torres, CTCM,
Contract Mgmt. Specialist III
Lydia.Torres@austintexas.gov

512-972-0329

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.

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1.0 PURPOSE

The City of Austin ("City") seeks bids in response to this solicitation to establish a contract with a qualified Vendor ("Contractor") who can provide Liquid Phosphate. The Liquid Phosphate will be used at Austin Water treatment plants for treatment of the municipal water supply used for corrosion control, scale prevention, iron and manganese stabilization and hardness stabilization. The City reserves the right to add or delete departments and locations as deemed necessary at the same bid price

Any services that have been omitted from this specification that are clearly necessary or in conformance with Liquid Phosphate shall be considered a requirement although not directly specified or called for in the scope of work.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Contractor shall ensure the Liquid Phosphate complies with federal, state and local laws, ordinances, and guidelines for this type of chemical.
- 2.2 The Liquid Phosphate shall comply with American Water Works Association (AWWA) standards as contained in the most recent AWWA B502 publication, except for any modifications contained in these specifications.
- 2.3 The Liquid Phosphate shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- 2.4 The Contractor shall comply with:
 - 2.4.1 Environmental Protection Agency (EPA).
 - 2.4.2 Texas Commission on Environmental Quality (TCEQ).
 - 2.4.3 Occupational Safety and Health Administration (OSHA) safety requirements.
 - 2.4.4 Federal Motor Carrier Safety Regulations, specifically 49CFR part 383.
 - 2.4.5 City of Austin Ordinances and regulations.

3.0 MATERIAL REQUIREMENTS

3.1 Physical & Chemical Requirements

- 3.1.1 The liquid inorganic phosphate shall be a colorless, odorless, liquid that contains no zinc.
- 3.1.2 Product shall be at least 36% active phosphate as PO₄.
- 3.1.3 Orthophosphate content of product should be less than 5% at time of delivery as PO₄.
–The orthophosphate will be run using the method in AWWA Standard B504-18.
- 3.1.4 Shelf life shall be at least one year.
- 3.1.5 Specific gravity at 60 degrees F shall be 1.35 to 1.45 with a pH of the neat product of 4 to 7.
- 3.1.6 Product shall have complete freeze/thaw stability.
- 3.1.7 The liquid phosphate shall be clear, water-white, and odorless.

- 3.2 The Liquid Phosphate shall be suitable for use in municipal water supplies and, when used in standard recommended dosages, shall not contain any impurities that would cause water to be unsuited for human consumption.

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- 3.3 The Liquid Phosphate shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects of the health of those consuming the water that has been properly treated with the Liquid Phosphate.
- 3.4 The Liquid Phosphate shall not contain any impurities that would impart a taste and/or odor to the drinking water.
- 3.5 The Liquid Phosphate shall be clean and free of visible suspended matter and/or sediment.
- 3.6 The Contractor shall include **with the bid submittal and with each delivery** a certified analysis of the Liquid Phosphate. This analysis shall include the following:
 - 3.6.1 Percent (%) active phosphate as PO₄, expressed to the nearest tenth of a percent
 - 3.6.2 Percent (%) orthophosphate as PO₄, expressed to the nearest tenth of a percent
 - 3.6.3 Specific gravity
 - 3.6.4 pH
- 3.7 The Contractor shall submit **with bid submittal** an exact replica of the goods to be provided per specification section 3.0 with the bid submittal. The sample shall be not less than 1,000 milliliters in a sealed plastic container. The sample shall be accompanied by a certificate of analysis and Safety Data Sheet, and the sample shall be provided in a packed airtight, container. The bid sample shall be accompanied with the SDS and a certificate of analysis. The certificate of analysis shall meet the requirements of the Purchas Specification and shall include but is not limited to: percent active phosphate as PO₄, percent orthophosphate, by weight as PO₄, specific gravity, and pH. All tests shall be conducted by a certified laboratory.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 The Contractor shall be a manufacturer, authorized dealer/reseller, or supplier of the products offered.
- 4.2 The Contractor shall **include in the bid submittal** an affidavit that the Liquid Phosphate complies with the applicable requirements of this specification and the most recent edition of AWWA B502. The City reserves the right to disqualify any Bidder that does not meet the requirements of the Affidavit of Compliance.
- 4.3 The Contractor shall schedule with the Plant Supervisor a kick-off meeting within 10 business days after notification of award of the contract.
- 4.4 The Contractor shall provide the exact product submitted on the Bid Sheet listed under the Bidder Response row titled "MFG. Name "and shall indicate the shipping address/location from where the material is being shipped. In the event this information changes during the contract period and prior to the shipping the first shipment from the new location, the Contractor shall submit written notification to each Plant facility. This shall assure that the liquid phosphate is not repackaged and is shipped from a National Sanitation Foundation (NSF) approved manufacturer by an NSF approved trucking company.
- 4.5 The Contractor shall notify the Plant Supervisor or designee in writing throughout the life of the contract of any changes in manufacture, product name and/or, if a manufacturer discontinues a contract item. The Contractor shall request in writing approval from the Plant Supervisor or designee on any contract product substitution prior to shipment.

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- 4.6 Wear the necessary Personal Protective Equipment (PPE) and proper spill response requirements while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided by the Contractor at no additional expense to the City. This is for all Contractor personnel and subcontractors.
- 4.7 Single Point of Contact (SPOC)
- 4.7.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in liquid phosphate and its delivery. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all emergency deliveries and services provided under this Contract.
- 4.7.2 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

5.0 SAFETY DATA SHEET (SDS) REQUIREMENTS

- 5.1 An SDS shall be included ***with the bid submittal***. An electronic copy of the SDS with contract information shall be transmitted by the Contractor to the following City email address ***upon award***: israel.custodio@austintexas.gov
- 5.2 Contracts for Supply of Hazardous Materials: With respect to all contracts under which the Contractor will deliver a "hazardous material" for which a "Safety Data Sheet" ("SDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, will provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each SDS provided shall bear the date when it was last revised.
- 5.3 The Contractor shall provide the City with a copy of the Safety Data Sheet on or before the date of each delivery of the chemical. Failure to provide the Safety Data Sheet on or before the date of each delivery may constitute grounds for termination of the contract.

6.0 CITY RESPONSIBILITIES

- 6.1 The Plant Supervisor or designee will provide updated Point of Contact information for this contract if any changes of personnel occur during the term of this contract.

7.0 SECURITY

- 7.1 Due to developments in national security, AW needs to know who is delivering bulk chemicals and needs to ensure orders are accurate. The Contractor shall FAX a completed "Chemical Delivery Notice" see Attachment A, to the Plant Supervisor or designee within 4 business hours prior to dispatching driver for delivery. The driver must provide a photo ID (any U.S. state) to the Plant Supervisor or designee, no exceptions.
- 7.2 Transportation of Hazardous Material to a City location must be in compliance with the Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 which governs commercial driver license standards requirements and penalties. In accordance with this regulation, delivery driver shall present to Plant staff a Class C CDL with an H or an X endorsement at the time of delivery.

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7.3 Hazardous Material is defined under 49 CFR part 383.5 as:

Any material that has been designated as hazardous referencing 49 U.S.C. 5103 and is required to be placarded under subpart F of 49 CFR Subpart F, Part 172 or any quantity of a material listed as a select agent or toxin in 42 CFR part 73.

**SECTION 0600 - BID SHEET
CITY OF AUSTIN
LIQUID PHOSPHATE**

SOLICITATION NO.: IFB 2200 GLB1021

Special Instructions: Offerors must use this Bid Sheet to submit pricing. The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the quote sheet or only specific items on the quote sheet in consideration of this solicitation.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the quote and may result in disqualification of the quote. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Single Point of Contact (SPOC)

Please provide your single point of contact as specified in Section 0500 Paragraph 4.7

NAME: John Sanders Email Address: john.sanders@caruscorporation.com

Office office phone number: 281-967-0316 Cell phone number: 281-967-0316

ITEM NO	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Liquid Phosphate - ULLRICH WATER TREATMENT PLANT MFG. Name: <u>Carus Corporation</u> Shipping address/Location: <u>1500 Eighth Street - LaSalle, IL 61301</u>	52,000	GAL	\$4.5372	\$235,934.40
2	Liquid Phosphate - DAVIS WATER TREATMENT PLANT MFG. Name: <u>Carus Corporation</u> Shipping address/Location: <u>1500 Eighth Street - LaSalle, IL 61301</u>	30,200	GAL	\$4.5372	\$137,023.44
3	Liquid Phosphate - HANDCOX WATER TREATMENT PLANT (WTP#4) MFG. Name: <u>Carus Corporation</u> Shipping address/Location: <u>1500 Eighth Street - LaSalle, IL 61301</u>	24,000	GAL	\$4.5372	\$108,892.80
TOTAL					\$481,850.64

Additional Service (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The Services below shall be fixed throughout the term of the contract including any subsequent renewal periods. The services include emergency deliveries and early payment option.

A bid of zero ('0') will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for an Emergency Delivery Charge or net 30 payment terms with no early payment discount offered. A bid of 'no bid' or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid that line item. Be advised, a 'no bid' or no response may be considered as a non-responsive and may result in disqualification of the bid.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	Unit Measure	Price
4	Flat Rate for Emergency Delivery - Shall be made within twenty-four (24) hours after receipt of order. The City may require partial deliveries from a single truckload to be made at more than one location (specified in Section 0400 Paragraph 5I).	Per Truck	\$250.00
5	Early Payment Discount (specified in Section 0400 Paragraph 6H).	Net: <u>0</u>	Discount <u>30</u> %

For your reference check the boxes below as confirmation

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Nonresident Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Sub-Contracting/Sub-Consulting Utilization Form (Section 0900) - required
<input checked="" type="checkbox"/>	Safety Data Sheet of Liquid Phosphate-REQUIRED
<input checked="" type="checkbox"/>	Submit a Sample of Liquid Phosphate-REQUIRED
<input checked="" type="checkbox"/>	Affidavit of Liquid Phosphate-REQUIRED
<input checked="" type="checkbox"/>	A Certified analysis of Liquid Phosphate- REQUIRED

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Company Name: Carus Corporation

Email Address: bids@caruscorporation.com

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

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

Section 0700: Reference SheetResponding Company Name Carus Corporation

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

- | | |
|---------------------------|---|
| 1. Company's Name | <u>City of Dallas</u> |
| Name and Title of Contact | <u>Ray Bowling/Operations Supervisor</u> |
| Project Name | <u>Dipotassium Orthophosphate</u> |
| Present Address | <u>1440 Whitlock Ave</u> |
| City, State, Zip Code | <u>Carrollton, TX 75006</u> |
| Telephone Number | <u>(214) 671-1420</u> Fax Number (<u> </u>) <u> </u> |
| Email Address | <u>arlie.bowling@dallascityhall.com</u> |
| 2. Company's Name | <u>City of Kansas City</u> |
| Name and Title of Contact | <u>Carl Stepp/Superintendent of Operations</u> |
| Project Name | <u>Liquid Phosphate</u> |
| Present Address | <u>1 NW Briarcliff Road</u> |
| City, State, Zip Code | <u>Kansas City, MO 64116</u> |
| Telephone Number | <u>(816) 513-7105</u> Fax Number (<u> </u>) <u> </u> |
| Email Address | <u>carl.stepp@kcmo.org</u> |
| 3. Company's Name | <u>Sewerage & Water Board of New Orleans</u> |
| Name and Title of Contact | <u>Vincent Fouchi/Plant Superintendent</u> |
| Project Name | <u>Furnishing Liquid Polyphosphate</u> |
| Present Address | <u>8800 South Clairborne Ave</u> |
| City, State, Zip Code | <u>New Orleans, LA 070118</u> |
| Telephone Number | <u>(504) 865-0405</u> Fax Number (<u> </u>) <u> </u> |
| Email Address | <u>vfouchi@swbno.org</u> |

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of April, 2019

CONTRACTOR

Carus Corporation

Authorized Signature



Title

Gerald B Curran

VP, CEO

Section 0835: Non-Resident Bidder Provisions

Company Name Carus Corporation

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

Answer: 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: N/A

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 GLB1021

SOLICITATION TITLE: Liquid Phosphate

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	CARUS Corporation		
City Vendor ID Code	- CAR8308411		
Physical Address	315 5th Street		
City, State Zip	Peeu IL 61354		
Phone Number	800-435-6856	Email Address	
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Gerald B Curran/VP, CFO

April 18, 2019

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 GLB1021
SOLICITATION TITLE: LIQUID PHOSPHATE

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 GLB1021
SOLICITATION TITLE: LIQUID PHOSPHATE

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 GLB1021
SOLICITATION TITLE: LIQUID PHOSPHATE

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

AUSTIN WATER UTILITY

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

CHEMICAL VENDOR NAME: _____

TRUCKING COMPANY NAME: _____

COMPANY CONTACT PHONE: _____ DATE OF THIS NOTICE: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION:

DESTINATION: _____ TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION:

MAKE: _____ MODEL: _____ COLOR: _____

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

TRUCK / TANKER #: _____ / _____

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

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

DRIVER CONTACT PHONE CDL ENDORSEMENT ON LICENSE? YES NO
Circle One

CDL ENDORSEMENT CODE: H or X or N
Circle One

(This section for AWU use only)

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

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

AWU Staff Signature: _____ Printed Name: _____

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

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

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

Site Evaluation Form



Check all that apply: <input type="checkbox"/> New Customer <input type="checkbox"/> New Ship To <input type="checkbox"/> New Product Date: _____		
GENERAL INFORMATION SECTION		
THIS SECTION MUST BE COMPLETED FOR BULK AND NON-BULK DELIVERIES		
CUSTOMER NAME:		SALES CONTACT
NAME OF CUSTOMER REPRESENTATIVE ASSISTING WITH THIS REVIEW:		
SHIP TO ADDRESS:		
CITY	STATE:	ZIP:
PLANT CONTACT FOR UNLOADING:		PHONE:
DELIVERY HOURS:		
SITE SAFETY/ENVIRONMENTAL CONTACT AND PHONE NUMBER:		
PRODUCT(S) TO BE PURCHASED:		
IS MANDATORY CUSTOMER TRAINING REQUIRED FOR ALL DRIVERS? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
WILL THE DRIVER BE MAKING THE DELIVERY UNATTENDED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
MANDATORY SITE PPE REQUIREMENTS:		
IS A SAMPLE REQUIRED WITH THE DELIVERY? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS A CERTIFICATE OF ANALYSIS REQUIRED WITH THE DELIVERY? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE ANY LIMITATION ON THE SIZE OF THE TRUCK/TRACTOR?		
ARE SECURITY SEALS REQUIRED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
ARE PHOTOS OF DELIVERY SITE AVAILABLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE A SITE SECURITY PLAN AVAILABLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/> SITE EMERGENCY RESPONSE PLAN? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
PROVIDE DIRECTIONS TO SITE (TRUCK ROUTE):		
BULK UNLOADING SECTION		
THIS SECTION MUST BE COMPLETED FOR BULK AND MINIBULK LIQUID DELIVERIES		
TANK CAPACITY (GAL):		HOSE LENGTH REQUIRED FOR UNLOADING (FEET):
TANK UNLOAD FITTINGS: Type:	Size:	Materials of Construction:
TANK FITTING HEIGHT FROM GROUND LEVEL		
IS TANK LABELED WITH PRODUCT NAME? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
HOW IS THE PRODUCT LEVEL IN THE TANK DETERMINED?		
IS SECONDARY CONTAINMENT AVAILABLE FOR THE STORAGE TANK? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
IS THERE CONTAINMENT ALSO AVAILABLE FOR THE UNLOADING VEHICLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		
WHAT IS THE DISTANCE TO SAFETY SHOWER/EYEWASH?		
INDOORS <input type="checkbox"/> OUTDOORS <input type="checkbox"/> TEMPERATURE CONTROLLED? YES <input type="checkbox"/> NO <input type="checkbox"/>		
EYEWASH & SAFETY SHOWER IN GOOD WORKING ORDER AND INSPECTED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>		

Site Evaluation Form



WHAT IS THE DISTANCE TO NEAREST SEWER?		IS THE SEWER PLUGGED? <input type="checkbox"/>	OPEN? <input type="checkbox"/>
CLEAR IDENTIFICATION EXISTS FOR Tank? YES: <input type="checkbox"/> NO: <input type="checkbox"/> UNLOADING LINES? YES: <input type="checkbox"/> NO: <input type="checkbox"/> HOOK Up? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
TYPE OF HOSE CONNECTION REQUIRED:			
SIZE OF FITTINGS OR CONNECTIONS:		IF OTHER DESCRIBE:	
AIR UNLOADING OR PUMP OFF:		YES: <input type="checkbox"/> NO: <input type="checkbox"/>	
IF AIR UNLOAD, IS AIR AVAILABLE AT THE LOCATION? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
SPECIAL UNLOADING REQUIREMENTS OR COMMENTS:			
IS THERE OBSTRUCTED ACCESS TO THE TANK? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
IS THE UNLOADING SITE UNEVEN? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
IS THE TANK GAUGING SYSTEM OR LEVEL READOUT OBSTRUCTED/NOT VISIBLE DURING UNLOADING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
ARE SITE PERSONEL AVAILABLE TO ASSIST UNLOADING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
CUSTOMER IS AWARE THAT THEY MUST APPROVE HOOKUP PRIOR TO UNLOADING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
IS THERE A STORAGE TANK OVERFLOW PIPING SYSTEM? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
IS THE STORAGE TANK VENTED? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
IS THERE ADEQUATE LIGHTING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
HAVE PLANT PERSONNEL RECEIVED PRODUCT HANDLING TRAINING? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
ARE THE MATERIALS OF CONSTRUCTION COMPATIBLE WITH THE PRODUCT? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
IS SPILL RESPONSE (NEUTRALIZATION) MATERIAL READILY AVAILABLE? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
ADDITIONAL COMMENTS ON GENERAL TANK AND FEED SYSTEM APPEARANCE/SAFETY CONCERNS?			

NON-BULK DELIVERIES	
THIS SECTION MUST BE COMPLETED FOR ALL NON-BULK DELIVERIES (DRUMS, TOTES, CYLINDERS, CONTAINERS)	
IS A LOADING DOCK PRESENT?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
ARE FORK LIFTS AVAILABLE TO UNLOAD PRODUCT(S) OFF OF THE TRUCK?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
IS AN OVERHEAD CRANE PRESENT?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
IS A BOOM TRUCK REQUIRED?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
ARE THERE ANY OVERHEAD OBSTRUCTIONS FOR BOOM OPERATION?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
IF YES PLEASE IDENTIFY:	PHOTOS OF OBSTRUCTIONS YES: <input type="checkbox"/> NO: <input type="checkbox"/>
IS A LIFTGATE REQUIRED FOR DELIVERY?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
IS INDOOR DELIVERY REQUIRED?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
IS PALLET JACK OR DRUM DOLLY REQUIRED FOR DELIVERY?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
DISTANCE TO TAKE PRODUCT FROM TRUCK TO DELIVERY POINT WITH PALLET JACK OR DRUM DOLLY:	
WHAT TYPE OF MATERIAL IS THE WALKING/WORKING SURFACE?	
DOES THE DELIVERY REQUIRE PUSHING/PULLING ON A GRADE/HILL?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>
ARE DELIVERED PRODUCTS BEING PLACED INTO A SECURE LOCATION?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>

<p>For Official Use Only: The following information shall be documented by the Alexander Chemical, Sierra Chemical, or Carus Chemical sales person or their representative during an on-site visit with the customer.</p>	
<p>The shipping address is a valid business address? YES: <input type="checkbox"/> NO: <input type="checkbox"/></p>	
<p>The facility has a site security plan? YES: <input type="checkbox"/> NO: <input type="checkbox"/></p>	
<p>The customer has on-site storage for the product and/or the process in place to use the product? YES: <input type="checkbox"/> NO: <input type="checkbox"/></p>	
<p>Describe the end use of the product. Click here to enter text.</p>	
<p>CUSTOMER APPROVAL:</p>	
<p>REVIEWED and APPROVED: _____</p>	<p>Account Manager and Transportation Manager</p>
<p>DATE: _____</p>	

Customer Approval Checklist Instructions

All items require some response, either a drop down, check yes or no, or free text for author's comments. Yes and No answers require a check mark only as response.

Name: Complete Name of Customer

Sales Contact: Contact at customer who sales is in contact with

Customer Rep: Name of Carus employee completing this form

Ship to address, Street, City, State Zip: Self explanatory

Plant contact for unloading: Name of individual who supervises the unloading of product Phone: Self explanatory

Delivery Hours: Self explanatory

Site Safety Contact and number: Who at the site do we need to contact regarding site safety issues

Products: List products that we will be delivering to this customer

Mandatory site PPE requirements: List all PPE as required by delivery site. If site includes PPE greater than what we require the site requirements will prevail.

Are there truck limitations: Height issues, length, type, tight turns, steep grades, non-paved roads, etc. needs to be explained here

Direction: We need detailed directions for TRUCK ROUTE to the customer location. Take care to notice low bridges, powerlines, weight limits etc.

Bulk Delivery

Tank Capacity: Enter capacity; capacity is amount of product BEFORE exceeding tank overflow devices.

Hose length: Drop down selection hoses are in 20' sections

Fittings (WHAT IS ON THE TANK) Type: Drop down on type of connection Size: Drop Down, Diameter of connection Construction: Drop down for type of construction

Tank fitting height: Measure roughly how far the connection is above the ground. Ideal is 18" to 48"

Product level: Drop down on type of tank measurement system

Safety Shower distance: Pace it off average step is 2 ½ feet.

Distance to sewer: Pace it off too

Type of connections required: Select the type of fitting required to connect to the tank

Size of connection: Select size of fitting required to connect to the tank If other: Please describe or include photo of hookup if not a standard connection

Special unloading requirements: IF there are special circumstances to make this delivery successful we need to have these listed.

Pay attention to access points, and visibility for the driver from his vantage point when completing the check boxes

Non Bulk Delivery

Boom obstructions: Pay special attention to boom swing, overhead clearance, power lines etc. The boom requires 40' of clearance in all directions from the point where it is parked to operate safely.

Distance for delivery: Pace this off, to the point of driver delivery. Inside delivery, extra distance, special handling or services may result in additional freight charges. These need to be identified before we commit to the customer.

Photos of customer site should include : (Minimum)

Bulk

Photo from the main roadway

Photo from where the truck/trailer will be parked to unload

Photo of tank (overview)

Photo of tank (connection site)

Photo of emergency shower in respect to unloading location

Non-Bulk

Photo from the main roadway

Photo from where the truck/trailer will be parked to unload

Photo of final delivery point in relation to where truck is parked

Photo of unload area (obstructions) if Boom delivery is required



AFFIDAVIT OF COMPLIANCE

CARUS™ 1100 water treatment chemical

CARUS 1100 is produced and packaged only by:

Carus Corporation
315 Fifth Street
Peru, IL 61354

In production facilities located in LaSalle, IL and Belmont, NC

CARUS 1100 is certified by the National Sanitation Foundation (NSF) to ANSI/NSF Standard 60: Drinking Water Treatment Chemicals-Health Effects.

CARUS 1100 conforms to the latest AWWA Standards.

Gerald B. Curran, VP, CFO

Carus Corporation
315 Fifth Street
P.O. Box 599
Peru, IL 61354-0599
Tel (815) 223 1500
Fax (815) 224 6697





LAB REPORT

Date: 4/18/19

Sample ID: 1100C

Attn: Mack Cochran

Address: Carus Corporation
181 Woodlawn Street
Belmont, NC 28012

mack.cochran@caruscorporation.com

The following analytical results have been obtained for the indicated samples which were submitted to this laboratory:

Sample ID	Sample Date	Parameter	Results	units
1100C	4/17/2019	pH	5.4	s.u.
1100C	4/17/2019	Specific Gravity	1.41	
1100C	4/17/2019	Ortho phosphate	0.030	% by weight
1100C	4/17/2019	Total phosphate	37.19	% by weight

Annette McMurray

Crowders Creek Laboratory
NC Certification No. 210



We are TRU to our customers!

City of Gastonia - Crowders Creek Laboratory
5642 South York Road, Gastonia, NC 28054
Phone: 704-854-6671 / 704-854-6658
Fax: 704-866-9405

PO Box 1748
Gastonia, NC 28052

Chain of Custody Record

Client Name: CARUS CORPORATION
Address: 161 WOODLAKE ST.
City, State, Zip: BELMONT, NC 28012

Attention: Kellie Miller / MACK COCKRAN
Email: MACK.COCKRAN@CARUS.CORPORA.TION.COM
Phone: 704-576-1168 Fax: CARUSCORPORATION.COM
Preferred method of reporting (circle): email / hard copy / other (specify): _____

704-951-3128

Lab ID	Sample Identification	Matrix Code	Sample Collection			Sample Container		Preservative					Analyses Requested			
		Drinking Water - DW Groundwater - GW Wastewater - WW Solid (specify) - SL Other - OT	Sample Type (Grab, Composite)	Date Sample Collected	Time Sample Collected	Container Type: (Plastic, Glass, Etc.)	Size (ml)	On Ice	HCl pH<2	HNO ₃ pH<2	H ₂ SO ₄ pH<2	Other:				
	1100C	other chemical ref.											Total Phosphorus			
													Ortho Phosphate			
													pH			
													spec. gravity			

Sampler(s) Signature: _____

Relinquished By: (Signature) <u>[Signature]</u>	Date: <u>4/17</u> Time: <u>2:02</u>	Received By: (Signature) <u>[Signature]</u>	Date: <u>4-17-14</u> Time: <u>2:03pm</u>
Relinquished By: (Signature)	Date: _____ Time: _____	Received By: (Signature)	Date: _____ Time: _____
Relinquished By: (Signature)	Date: _____ Time: _____	Received for Lab By: (Signature)	Date: _____ Time: _____

Sample Receipt Checklist Completed:	Initials:	Date:	Time:
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Additional Comments: TP 3 36-40% OP 3 <2%

NC Laboratory Certification Number: 210
SC Laboratory Certification Number: 99060001

Send scanned copy of certified parameters.

Document #: WCR-0101.190A
Revision Date: 07/03/12
Revision #: 0

Page _____ of _____

DIVISION OF WATER RESOURCES LABORATORY CERTIFICATION BRANCH

In accordance with the provisions of N.C.G.S. 143-215.3 (a) (1), 143-215.3 (a)(10) and NCAC 2H.0800:



2019

City of Gastonia - Crowders Creek Laboratory

Is hereby certified to perform environmental analysis as listed on Attachment I and report monitoring data to DEQ for compliance with NPDES effluent, surface water, groundwater, and pretreatment regulations.

By reference 15A NCAC 2H .0800 is made a part of this certificate.

This certificate does not guarantee validity of data generated, but indicates the methodology, equipment, quality control procedures, records, and proficiency of the laboratory have been examined and found to be acceptable.

This certificate shall be valid until 12/31/2019

Certificate No. 210


Dana B. Satterwhite

North Carolina Wastewater/Groundwater Laboratory Certification

Certified Parameters Listing

Lab Name: City of Gastonia - Crowders Creek Laboratory
Address: 5642 South York Highway
Gastonia, NC 28052

Certificate Number: 210
Effective Date: 1/1/2019
Expiration Date: 12/31/2019
Date of Last Amendment: 4/30/2018

The above named laboratory, having duly met the requirements of 15A NCAC 2H.0800, is hereby certified for the measurement of the parameters listed below.

CERTIFIED PARAMETERS

INORGANIC

BACTERIA - COLIFORM FECAL

SM 9222 D-2006 (MF) (Aqueous)

SM 9222 D-2006 (MF) 24hr 503 (Non-Aqueous)

BOD

SM 5210 B-2011 (ASTM D 888-09 C) (LDO) (Aqueous)

CHLORINE, FREE AVAILABLE

SM 4500 Cl G-2011 (Aqueous)

CHLORINE, TOTAL RESIDUAL

SM 4500 Cl G-2011 (Aqueous)

COD

Hach 8000 (Aqueous)

COLOR, ADMI

SM 2120 F-2011 (ADMI) (Aqueous)

CONDUCTIVITY

SM 2510 B-2011 (Aqueous)

CYANIDE

SM 4500 CN⁻ E-2011 (Total) (Aqueous)

DISSOLVED OXYGEN

SM 4500 O G-2011 (Aqueous)

ASTM D 888-09 C (LDO) (Aqueous)

NITROGEN, AMMONIA

SM 4500 NH3 D-2011 (Aqueous)

NITROGEN, NITRATE

(NO₃⁻ + NO₂⁻ SM 4500-NO₃⁻ F-2011) - (NO₂⁻ SM 4500-NO₃⁻ F-2011) (Aqueous)

NITROGEN, NITRITE

SM 4500-NO₃⁻ F-2011 (Aqueous)

NITROGEN, TOTAL KJELDAHL

SM 4500 Norg C-2011 (SM 4500 NH3 G-2011) (Aqueous)

pH

SM 4500 H+B-2011 (Aqueous)

PHOSPHATE, ORTHO

SM 4500 P E-2011 (Aqueous)

PHOSPHORUS, TOTAL

SM 4500 P E-2011 (Aqueous)

RESIDUE, SUSPENDED

SM 2540 D-2011 (Aqueous)

TEMPERATURE

SM 2550 B-2010 (Aqueous)

VECTOR ATTRACTION REDUCTION

Option 1: Reduction in Volatile Solids

METAL

ALUMINUM

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

ANTIMONY

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

ARSENIC

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

BARIUM

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

BERYLLIUM

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

CADMIUM

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

CHROMIUM TOTAL

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

COBALT

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

COPPER

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

IRON

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

LEAD

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

MANGANESE

EPA 200.8, Rev. 5.4, 1994 (Aqueous)

MERCURY

EPA 245.1, Rev. 3.0, 1994 (Aqueous)

EPA 1631 E (Aqueous)

MOLYBDENUM

This certification requires maintenance of an acceptable quality assurance program, use of approved methodology, and satisfactory performance on evaluation samples. Laboratories are subject to civil penalties and/or decertification for infractions as set forth in 15A NCAC 2H.0807.

North Carolina Wastewater/Groundwater Laboratory Certification

Certified Parameters Listing

Lab Name: City of Gastonia - Crowders Creek Laboratory
Address: 5642 South York Highway
Gastonia, NC 28052

Certificate Number: 210
Effective Date: 1/1/2019
Expiration Date: 12/31/2019
Date of Last Amendment: 4/30/2018

The above named laboratory, having duly met the requirements of 15A NCAC 2H.0800, is hereby certified for the measurement of the parameters listed below.

CERTIFIED PARAMETERS

EPA 200.8, Rev. 5.4, 1994 (Aqueous)
NICKEL
EPA 200.8, Rev. 5.4, 1994 (Aqueous)
SELENIUM
EPA 200.8, Rev. 5.4, 1994 (Aqueous)
SILVER
EPA 200.8, Rev. 5.4, 1994 (Aqueous)
THALLIUM
EPA 200.8, Rev. 5.4, 1994 (Aqueous)
ZINC
EPA 200.8, Rev. 5.4, 1994 (Aqueous)



SAFETY DATA SHEET

1. Identification

Product identifier	CARUS™ 1100 WATERTREATMENTCHEMICAL
Other means of identification	-
SDS number	-
Recommended use	CARUS™ 1100 water treatment chemical is an effective sequesterant for use in potable and industrial water systems.
Recommended restrictions	None known.
Manufacturer / Importer / Supplier / Distributor information	
Company name	CARUS CORPORATION
Address	315 Fifth Street, Peru, IL 61354, USA
Telephone	815 223-1500 - All other non-emergency inquiries about the product should be directed to the company
E-mail	salesmkt@caruscorporation.com
Website	www.caruscorporation.com
Contact person	Dr. Chithambarathanu Pillai
Emergency Telephone	For Hazardous Materials [or Dangerous Goods] Incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at CHEMTREC®, USA: 001 (800) 424-9300 CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 01-800-681-9531 CHEMTREC®, Other countries: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials.
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	Not classified.

3. Composition/information on ingredients

Mixtures	
Composition comments	The components are not hazardous or are below required disclosure limits.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.
5. Fire-fighting measures	
Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.
Fire-fighting equipment/instructions	Move containers from fire area if you can do so without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.
	Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.
	Never return spills in original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Prevent further leakage or spillage if safe to do so.
7. Handling and storage	
Precautions for safe handling	Avoid inhalation and contact with skin and eyes. Wear appropriate personal protective equipment (See Section 8). Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials.
8. Exposure controls/personal protection	
Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	General ventilation normally adequate.
Individual protection measures, such as personal protective equipment	
Eye/face protection	If contact is likely, safety glasses with side shields are recommended.
Skin protection	
Hand protection	For prolonged or repeated skin contact use suitable protective gloves.
Other	Wear suitable protective clothing.
Respiratory protection	In case of inadequate ventilation or risk of inhalation of vapors, use suitable respiratory equipment.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	Colorless solution.
Physical state	Liquid.
Form	Liquid.
Color	Colorless.
Odor	None.
Odor threshold	Not available.
pH	1% solution = 7.0±0.7
Melting point/freezing point	< 32 °F (< 0 °C)

Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.39±0.03 at 25°C
Solubility(ies)	
Solubility (water)	Completely soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization will not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents. Strong acids. Strong bases.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause discomfort if swallowed.
Inhalation	In high concentrations, vapors may be irritating to the respiratory system.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	May cause eye irritation on direct contact.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	May cause discomfort if swallowed.
Skin corrosion/irritation	Prolonged contact may cause dryness of the skin.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Respiratory or skin sensitization	
Respiratory sensitization	No data available.
Skin sensitization	Not a skin sensitizer.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive toxicity	No data available.
Specific target organ toxicity - single exposure	No data available.

Specific target organ toxicity - repeated exposure No data available.

Aspiration hazard Not classified.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability The product is not expected to be readily biodegradable.

Bioaccumulative potential No data available for this product.

Mobility in soil Not available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations.

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

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

15. Regulatory information

US federal regulations This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

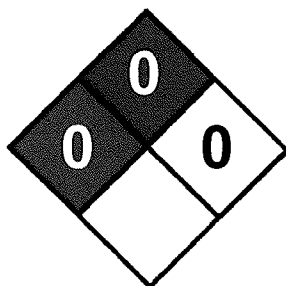
16. Other information, including date of preparation or last revision

Issue date 24-February-2014

Revision date -

Version # 01

NFPA Ratings



References

HSDB® - Hazardous Substances Data Bank

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OF THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 15, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Carus&TradeName=1100&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Carus Corporation

315 Fifth Street

P.O. Box 599

Peru, IL 61354-0599

United States

800-435-6856

815-223-1500

Facility : # 1 La Salle, IL

Sodium Polyphosphates, Glassy

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CARUS™ 1100	Corrosion & Scale Control	22mg/L
	Sequestering	
CARUS™ 1100A	Corrosion & Scale Control	28mg/L
	Sequestering	

[PO] The finished drinking water shall be monitored to ensure that levels of manganese

do not exceed 0.05 mg/L.

Facility : # 4 USA

Sodium Polyphosphates, Glassy

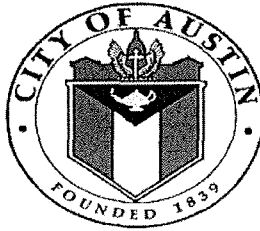
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CARUS™ 1100	Corrosion & Scale Control	22mg/L
	Sequestering	
CARUS™ 1100A	Corrosion & Scale Control	28mg/L
	Sequestering	

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

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB 2200 GLB1021** Addendum No: 1 Date of Addendum: **4/11/19**

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

I. Clarifications:

- The Section 0400 has been replaced with Section 0400 Version 1.1 due to changes in Paragraph 5J,6D,7,8A, B, and E.
- Section 0500 has been replaced with Section 0500 Version 1.1 due to changes in Paragraph 3.1.3 and 3.7

II. The sign in log is attached for all those that attended the Pre-Bid on April 10, 2019.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Carus Corporation

SUPPLIER



AUTHORIZED SIGNATURE
Gerald B Curran/VP, CFO

April 18, 2019

DATE

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

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela/4-2939	PM Name/Phone	Olivia Beck/2-1839
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Lydia Torres/2-0329
Solicitation No	IFB 2200 GLB1021	Project Name	Liquid Phosphate
Contract Amount	\$2,550,000 (5 year term)	Ad Date (if applicable)	04/1/19
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The contract will provide Liquid Phosphate to Austin Water facilities.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previously solicited as IFB EAD0252. No goals were established due to no subcontracting opportunities.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
19085 - Sodium Phosphates and Polyphosphates, 100%			
Georgia Billela		3/19/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	03/19/19	Date Assigned to BDC	03/20/19
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

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

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Counselor Name

SMBR Staff

Signature/ Date

Arick Sanchez

03/20/19

SMBR Director or Designee

Date 3/20/19

Returned to/ Date: