



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 10, 2019

Equerry Corp D/B/A: SNR Technologies
Lance Sons
President
26403 Prairie School Ln.
Katy, TX 77494
Lance.sons@snr-tech.com

Dear Mr. Sons:

The City of Austin approved the execution of a contract with your company for Filter Sand and Filter Media Support Gravel in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Virginia Soto-Reynolds
Department Contact Email Address:	Virginia.soto-reynolds@austintexas.gov
Department Contact Telephone:	512-972-0337
Project Name:	Filter Sand and Filter Media Support Gravel
Contractor Name:	Equerry Corp D/B/A SNR Technologies
Contract Number:	MA 2200 GA190000075
Contract Period:	09/10/2019 – 09/09/2021
Dollar Amount	\$81,912
Extension Options:	3 X 12-month option (\$40,956 per option)
Requisition Number:	RQM 19031400381
Solicitation Type & Number:	IFB 2200 OXV1025

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: Virginia Soto
Andy Ramirez
Julie Hollandsworth
Ralph Villela
Paul Slutes



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

SOLICITATION NO: IFB 2200 OXV1025

DATE ISSUED: August 12, 2019

REQUISITION NO.: RQM 19031400381

COMMODITY CODE: 75077, 96286, 0854556

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

Osiris Valdez

Procurement Specialist II

Phone: (512) 974-2965

E-Mail: osiris.valdez@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Filter Sand and Filter Media
Support Gravel

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: August 29, 2019 @ 2:00 PM

BID OPENING TIME AND DATE: August 29, 2019 @ 3:00 PM

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # OXV1025	Purchasing Office-Response Enclosed for Solicitation # OXV1025
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (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	14
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	4
0600	BID SHEET – Must be completed and returned with Offer	1
ATTACHMENT A	NOTICE OF CHEMICAL DELIVERY	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

*** 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: Equerry Corp dba SNR Technologies


Company Address: 26403 Prairie School Ln

City, State, Zip: Katy, TX 77494

Vendor Registration No. V00000945095

Printed Name of Officer or Authorized Representative: Lance Sons

Title: President

Signature of Officer or Authorized Representative: 

Date: August 26th, 2019

Email Address: lance.sons@snr-tech.com

Phone Number: (281) 398-3828

(* 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 GA190000075.

CITY OF AUSTIN

Awarded this 10 day of September, 2019


Signature

Osiris Valdez, Procurement Specialist II
Printed Name and Title of Authorized Person

September 10, 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. **Financial Disclosures and Assurances:** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.
19. **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.
20. **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.

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- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
- 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

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discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event 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

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available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 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.**

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- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 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.

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, 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

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protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty 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.

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47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

55. **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 -

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- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

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

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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FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL
IFB 2200 OXV1025**

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 osiris.valdez@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.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (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. 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.

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5. **DELIVERY REQUIREMENTS:**

- A. Contact Person and Delivery Location(s) as specified on the Delivery Order.
- B. Contractors shall be responsible for contacting the Authorized Contact Person and requesting a plant 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.
- C. **Delivery is to be made within twenty-one (21) calendar days after the order is placed** (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- D. If a delivery needs to be rescheduled, the Contractor shall notify the Plant Supervisor or designee in writing no later than close of business the day before originally scheduled delivery date.
- E. 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.
- F. Provide the Contract Manager and any of their designees with a list of the Contractor's drivers who will make deliveries to City facilities a minimum of three (3) days prior to the first delivery. This is required for national security.
- G. Emergency Deliveries shall be made within twenty-four (24) hour after 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.
- H. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- I. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- J. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- K. If a truck arrives (for a delivery) on a Saturday, Sunday, or Holiday, or after 2:00 p.m. on a regular work day without prior approval from the Plant Supervisor, the AWU will charge the Contractor any and all overtime and call back expenses for unloading. Otherwise, the Contractor can decide that the truck will not be unloaded until normal business days and working hours. 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. **The Contractor shall be allowed only 2 hours for unloading, and shall be finished no later than 2:00 p.m.**
- L. 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 specification requirements. 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.
- M. 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. Any shipments returned due to non-specification compliance shall be at the Contractor's expense.

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- N. 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, the Contractor must notify the Plant Supervisor or designee, in writing, at least one week prior to any deliveries made by the new company.
- O. 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 off loading 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 possible.
- P. Delivery shall include all applicable freight charges to the point of delivery.
- Q. Delivery driver must be able to speak fluent English.

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

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

Invoices shall be mailed to the below address or as specified on the Delivery Order:

	City of Austin
Department	Davis Water Treatment Plant
Attn:	Accounts Payable
Address	3500 W. 35 th St.
City, State Zip Code	Austin, Texas 78703

	City of Austin
Department	Walnut Water Treatment Plant
Attn:	Accounts Payable
Address	7113 E. MLK Blvd.
City, State Zip Code	Austin, Texas 78724

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed. Bluestein Blvd
City, State Zip Code	Austin, Texas 78721

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	City of Austin
Department	Parks and Recreation Department
Attn:	Paul Slutes
Address	2525 S. Lakeshore
City, State Zip Code	Austin, Texas 78741

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. Invoices shall include, but 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 and purchase order number (PO/CT/DO).
 - Date of delivery.
 - Itemized description and pricing of delivery.
- D. The Contractor shall submit invoice(s) no later than 5 business days after delivery.
- E. Purchase Order Number – The Contractor shall enter the complete purchase order number on each delivery ticket, invoice, billing notice, and all other paperwork dealing with this contract.

6. SAMPLES – EXACT REPLICA:

- A. The Bidder may be asked to submit a ten (10) pound sample of each of the three different gravel size and sand (reference sections 5.2.4.1 – 5.2.4.3 and 5.3.3 of the specification (section 0500)); bidder shall, also, provide a certificate of analysis with each sample. The certificate of analysis shall consist of: sieve test, specific gravity, percent flat or elongated, and percent of fracture face. This sample shall be provided within five (5) working days after request by the City.
- B. The City reserves the right to collect a representative sample from each delivery and divide it into three (3) portions. One portion will be analyzed to assure compliance with these specifications, the second portion will be made available to the supplier for his Laboratory. The third portion will be available for analysis by an independent laboratory. In case of disagreement between City's and the supplier's laboratory results, the results of the independent laboratory will be final. The expense of the independent laboratory will be paid by the supplier's laboratory OR the City's laboratory, depending on whose results differ the most from the independent laboratory's results. Any material which fails to meet these specifications will not be accepted.
- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples that do not meet the necessary requirements, solicitation specifications, and in accordance to applicable specifications will not be considered for award.

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- F. *The City reserves the right to conduct sampling analysis during the bid process and throughout the contract period.*
- G. All products provided to the City under this solicitation must meet all requirements of the specification, regardless of whether all requirements are to be evaluated or tested by the City.

7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge 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 will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. 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 inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- 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.

8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-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.
- A. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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- B. **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	
Series ID: PCU21232121232103	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: South	
Description of Series ID: Construction sand and gravel, South	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

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

- 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.

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9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **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:

Virginia Soto-Reynolds
Contract Management Specialist III
(512) 972-0337

Virginia.Soto-Reynolds@austintexas.gov

13. **SITE CONTACT:** The following person is designated as Site Contact, and will act as the contact point between Site Management and the Contractor during the term of the Contract:

Davis Water Treatment Plant

Julie Hollandsworth

Julie.hollandsworth@austintexas.gov

(512) 972-1730 / (512) 972 -1770

Walnut Treatment Plant

Ivan Tapia

Ivan.tapia@ausitntexas.gov

(512) 972-1430

Austin Fire Department

Ralph Villela

Ralph.Villela@ausps.org

(512) 974-4144

Parks and Recreation Department

Paul Slutes

Paul.Slutes@austintexas.gov

(512) 974-9341

**CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR
FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL FOR WATER TREATMENT PLANTS
IFB 2200 OXV1025**

1.0 PURPOSE

The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") to provide filter media support gravel and filter sand. The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, geographic locations, convenience or any combination deemed most advantageous to the City.

The annual budget set for this contract, resulting from this solicitation, will not exceed \$55,000.

The solicitation will provide filter media support gravel that will be used at the Davis Water Treatment Plant to support other filter media which are used to remove suspended particulate materials from the water in the treatment process; and filter sand will be used in dual media filters at the City of Austin's Water Treatment Plants to remove suspended particulate material from water in the treatment process before pumping to the distribution system. The City reserves the right to add or delete departments as deemed necessary.

Any requirements that have been omitted from this specification which are clearly necessary for the delivery and unloading of filter media gravel and sand shall be considered a requirement although not directly specified or called for in this scope of work. Where there is a conflict, these specifications will govern.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The filter gravel and filter sand material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 61, for indirect additives
- 2.2 The Contractor shall ensure the filter media support gravel and sand complies with federal, state and local laws, ordinances, and guidelines for this type of material.
- 2.3 The filter gravel and filter sand shall comply with the latest revision of AWWA Standard B100, Standard for Filtering Materials, except for any modifications contained in these specifications. Where there is a conflict between the requirements of the AWWA Standards and these specifications, these specifications shall govern.
- 2.4 The Contractor shall comply with:
 - 2.4.1 Environmental Protection Agency (EPA): <https://www.epa.gov/>
 - 2.4.2 Texas Commission on Environmental Quality (TCEQ) <https://www.tceq.texas.gov/>
 - 2.4.3 Occupational Safety and Health Administration (OSHA) safety requirements <http://www.osha.gov/>
 - 2.4.4 Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 <https://www.fmcsa.dot.gov/regulations/title49/b/5/3%20>
 - 2.4.5 City of Austin Ordinances and regulations. <https://library.municode.com/TX/Austin>

3.0 CONTRACTOR REQUIREMENTS

- 3.1 Contractor shall ***include with the bid submittal*** an affidavit that states the filter sand and filter media support gravel are certified to meet the ANSI/NSF.

**CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR
FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL FOR WATER TREATMENT PLANTS
IFB 2200 OXV1025**

- 3.2 The Contractor shall ***include in the bid submittal:*** a certificate of analysis of the product you are bidding and shall include at a minimum the following:
- Sieve test
 - Specific gravity
 - Uniformity
 - Coefficient
 - Effective size
- 3.3 The Contractor shall be a manufacturer, authorized dealer/reseller, or supplier of the product offered.
- 3.4 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, for approval from the City for product substitution.
- 3.5 The Contractor shall provide his personnel with any safety equipment required for each delivery.
- 3.6 The Contractor and any subcontractors shall wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the product 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 product being delivered. PPE shall be provided at no additional expense to the City.

4.0 SINGLE POINT OF CONTACT (SPOC)

- 4.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in Filter Media Gravel and Sand 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.
- 4.2 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 MATERIAL REQUIREMENTS

- 5.1 General:
- 5.1.1 The filter media support gravel and filter sand shall be packaged in sacks weighing no more than 1½ ton or a 2-ton super sacks. Please specify which size sack you are pricing on the Bid sheet Section 0600.
- 5.1.2 The filter gravel and filter sand material that has characteristics greater than the specified maximum or less than the specified minimum shall be rejected for failing to meet contract specifications.

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FOR
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5.2 Material Requirements for Filter Media Support Gravel:

- 5.2.1 The gravel shall be hard siliceous material having a saturated-surface-dry specific gravity greater than 2.5.
- 5.2.2 The gravel shall be washed and graded, and be free of shale, mica, sand, silt, clay dirt, and organic impurities.
- 5.2.3 The gravel shall consist of smooth, well-rounded pebbles with thickness not less than 2% flat or elongated to the extent that the longest axis of a circumscribing rectangular prism exceeds 5 times the shortest axis. Not more than 25%, by weight, of the particles shall have more than 1 (one) fractured face.
- 5.2.4 The Filter Media Support Gravel shall consist of the following sizes:
 - 5.2.4.1 3/8 Inch to 5/8 Inch Gravel: This gravel shall be in size such that no less than 92% by weight will pass through a 5/8-inch sieve and no more than 8% by weight will pass through a 3/8-inch sieve.
 - 5.2.4.2 3/16 Inch to 3/8 Inch Gravel: This gravel shall be in size such that no less than 92% by weight will pass through a 3/8-inch sieve and no more than 8% by weight will pass through a 3/16-inch sieve.
 - 5.2.4.3 #8 Mesh to 3/16 Inch Gravel: This gravel shall be in size such that no less than 92% by weight will pass through a 3/16-inch sieve and no more than 8% by weight will pass through a #8 mesh sieve.

5.3 Material Requirements for Filter Sand:

- 5.3.1 The sand shall consist of hard, durable grains of siliceous material, free of clay, loam, dirt, and organic matter.
- 5.3.2 The sand shall contain no iron or manganese in form or quantity, which will adversely affect the water filtered.
- 5.3.3 The sand shall have an effective size of: 0.45 to .055 mm, and a uniformity coefficient no greater than 1.7. The specific gravity of the sand shall be 2.62 to 2.66.

5.0 SAFETY DATA SHEET (SDS) REQUIREMENTS

- 5.1 The Contractor shall ***include with the bid submittal*** an SDS. An electronic copy of the SDS with contract information shall be transmitted by the Contractor to the following City email address **upon award**: awumsds@austintexas.gov and Israel.custodio@austintexas.gov.

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- 5.2 Contracts for Supply of Hazardous Chemicals. With respect to all contracts under which the Contractor shall deliver a "hazardous material" for which a "Safety Data Sheet" ("SDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, the Contractor shall provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Material 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 SECURITY

- 6.1 Due to developments in national security, The City requires to know who is delivering bulk chemicals and needs to ensure orders are accurate. The Contractor shall FAX or email 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.
- 6.2 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.
- 6.3 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.

7.0 CITY RESPONSIBILITIES

- 7.1 The City will provide a purchase order number, delivery location and Point of Contact when placing orders via email, fax or phone.
- 7.2 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.

SECTION 0600 - BID SHEET
CITY OF AUSTIN
FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL

SOLICITATION NO.: IFB 2200 OXV1025

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 bid sheet or only specific items on the bid 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.

SECTION 1 -- SPECIFIED PRODUCTS (MOST FREQUENTLY ORDERED)

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.

Failure to respond to each section of this bid sheet may result in disqualification of your bid. **TOTAL CONTRACT WILL NOT EXCEED \$55,000 PER YEAR.**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.1	Filter Support Gravel; 3/8" to 5/8" - Maximum size: 1 1/2 or 2 Ton Super Sacks. State sack size bidding:	42	TONS	\$168.89	\$7,093.38
1.2	Filter Support Gravel; 3/16 to 3/8" Maximum size: 1 1/2 or 2 Ton Super Sacks. State sack size bidding:	42	TONS	\$158.34	\$6,650.28
1.3	Filter Support Gravel; #8 Mesh to 3/16" Maximum size: 1 1/2 or 2 Ton Super Sacks. State sack size bidding:	42	TONS	\$168.89	\$7,093.38
1.4	Filter Sand - Maximum size: 1 1/2 or 2 Ton Super Sacks. State sack size bidding:	108	TONS	\$150.21	\$16,222.68
TOTAL					\$37,059.72

SECTION 2 - 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 '0' (zero) 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 non-responsive and may result in disqualification of the bid.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE	PRICE
2.1	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. (as specified in Section 0400 Paragraph 5D)	Per Truck	\$150.00

For your reference check the boxes below as confirmation

<input checked="" type="checkbox"/>	Signed offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination Certification (Section 800) -required
<input checked="" type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805) -required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835) -required
<input checked="" type="checkbox"/>	Copy of Safety Data Sheet - Required
<input checked="" type="checkbox"/>	ANSI/NSF Affidavit - Required
<input type="checkbox"/>	Certified analysis of filter media support gravel and filter sand

**SECTION 0600 - BID SHEET
CITY OF AUSTIN
FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL**

Single Point of Contact (SPOC)

Please provide your single point of contact as specified in Section 0500 Paragraph 3.0

Name: Lance Sons Email Address: lance.sons@snr-tech.com

Office office phone number: (281) 398-3828 Cell phone number: (281) 398-3828

OFFERORS BEST DELIVERY IS 14 CALENDAR DAYS AFTER RECEIPT OF ORDER

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

DELIVERY METHOD: Flatbed Trailer

PRINTED NAME: Lance Sons

EMAIL ADDRESS: lance.sons@snr-tech.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	SNR Technologies	
Physical Address	26403 Prairie School Lane, Katy, TX 77494	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name Equerry Corp dba SNR Technologies

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 City of Austin, TX
Name and Title of Contact Mark Luna
Project Name Contract GA150000098 –Filter Sand & Filter Support Gravel
Present Address 3500 W 35TH ST
City, State, Zip Code Austin, TX 78744
Telephone Number (512) 972-1766 Fax Number (____) _____
Email Address Mark.Luna@austintexas.gov
2. Company's Name City of Aurora, CO
Name and Title of Contact Dean Bedford – Senior Project Manager
Project Name Filter Media for the Griswold WTP
Present Address 14201 E Hampden Ave
City, State, Zip Code Aurora, CO 80014
Telephone Number (720) 859-4342 Fax Number (____) _____
Email Address dbedford@auroragov.org
3. Company's Name MH Civil Constructors
Name and Title of Contact Raul Hernandez – Project Manager
Project Name City of Snyder, TX 5.0 MGD WTP Rehabilitation
Present Address 4200 Ridgecrest Circle, Suite 11
City, State, Zip Code Amarillo, TX 79109
Telephone Number (806) 367-6043 Fax Number (____) _____
Email Address raulh@mh-civil.com

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) to engage in any discriminatory employment practice defined in this chapter.
- (2) 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) 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) 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) 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) 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) 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 26th day of August, 2019

CONTRACTOR

SNR Technologies

Authorized Signature



Title

President

City of Austin, Texas
Section 0805
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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

 8/26/14

Section 0835: Non-Resident Bidder Provisions

Company Name SNR Technologies

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

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

SOLICITATION NUMBER: IFB 2200 OXV1025

SOLICITATION TITLE: FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL

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	SNR Technologies		
City Vendor ID Code	V00000945095		
Physical Address	26403 Prairie School Lane		
City, State Zip	Katy, TX 77494		
Phone Number	(281) 398-3828	Email Address	Lance.sons@snr-tech.com
Is the Offeror City of Austin M/WBE certified?	<input 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.

Lance Sons – President

 August 26, 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 OXV1025

SOLICITATION TITLE: FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL

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 OXV1025

SOLICITATION TITLE: FILTER SAND AND FILTER MEDIA SUPPORT GRAVEL

- ☐ **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.



Environmental Products, Services & Solutions

26403 Prairie School Ln, Katy, TX 77494 | (281) 398-3828 | customerservice@snr-tech.com

August 26, 2019

City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # OXV1025
124 W 8th Street, Rm 308
Austin, Texas 78701
Phone (512) 974-2500

Ref: IFB 2200 OXV1025 – Filter Sand and Filter Media Support Gravel
SNR Proposal # 082619A

Dear Sir/Madam:

Thank you for allowing SNR Technologies the opportunity to provide you a quote involving the supply of Filter Sand and Filter Media Support Gravel for your Davis and Walnut Water Treatment Plants in the City of Austin, TX.

We understand that your requirements call for approximately 42 Tons each of three different sizes of Filter Media Support Gravel and approximately 108 Tons of Filter Sand annually, all packaged in 4,000 lb super sacks without pallets and shipped via flatbed trailer.

We will be supplying the Filter Sand and Filter Media Support Gravel, manufactured by Red Flint Sand & Gravel of Eau Claire, WI. SNR Technologies is an authorized distributor for Red Flint Sand & Gravel. We will ship the referenced material from the Red Flint Sand & Gravel facility in Cleveland, TX. The Filter Sand and Filter Media Support Gravel is NSF certified, AWWA compliant, and will meet or exceed the specifications of your bid documents. Product data sheet, SDS and NSF certificate are attached along with the completed Bid Form and other requested documents.

Thank you for allowing SNR Technologies the opportunity of providing this quote to you. Should you have any questions and/or need any additional information and/or clarification, after you have had a chance to review this quote, please call us at the number listed below. We look forward to being of service to you. Thank you.

Sincerely yours,



Lance Sons

President

Equerry Corp dba SNR Technologies

26403 Prairie School Lane

Katy, TX 77494

Phone: (281) 398-3828

Fax: (713) 583-7778

Email: lance.sons@snr-tech.com

SNR  **Technologies**

FILTRATION SAND & GRAVEL



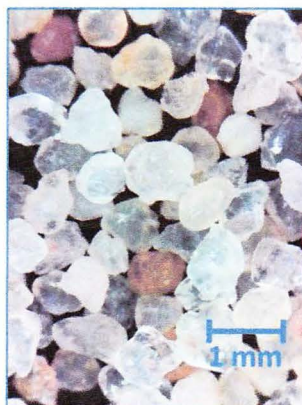
CLEVELAND, TEXAS

Since 1917, Red Flint Sand and Gravel, LLC has produced the highest quality water filtration media and specialty aggregates available worldwide. Red Flint takes pride in our ability to manufacture products with precise effective size ranges and the lowest uniformity coefficients in the industry. Our sand and gravel meets or exceeds the AWWA B100 Standard, ASTM C33/33M and is NSF/ANSI Standard 61 certified for quality and purity.

Red Flint Silica Sand is graded specifically for use in water and waste water filtration processes. Our sand can be used in municipal, industrial, or residential applications. The low acid solubility and high silica content of our filter sand ensures durable and long lasting filter media performance.

Red Flint Gravel is manufactured to be uniform in size which promotes excellent flow and even distribution in support beds. Our gravel is low in soluble impurities and maintains its quality as a support bed for the filter media.

We also supply well pack, anthracite, garnet, Greensand Plus & other media.



AWWA
MEMBER

Meets or Exceeds
AWWA B100



Certified to
NSF/ANSI 61

Red Flint Filter Sand – Cleveland

Parameter	Description
Physical Form	Light brown, sub-angular/sub-round
Bulk Density	~ 100 lbs per cubic foot
Hardness	6.5-7 on Mohs scale
Effective Size Range	0.20 - 0.30 mm to 2.00 - 3.00 mm
Uniformity Coefficient	1.3 to less than 1.7
Acid Solubility	< 1%
Specific Gravity	> 2.6
Silicon Dioxide Content	> 98%
Loss on Ignition	< 0.5%

Red Flint Gravel – Cleveland

Parameter	Description
Physical Form	Uncrushed, smooth surface
Bulk Density	~ 100 lbs per cubic foot
Hardness	6.5 on Mohs scale
Size Range	1/8" x 1/16" to 1 1/2" x 3/4"
Porosity	37% - 38%
Acid Solubility	< 1%
Specific Gravity	> 2.6
Deleterious Material	< 1%
Thin, Flat, & Elongated	< 1%

1 American Blvd. • Eau Claire, WI 54701 • Telephone: 800.238.9139 • Fax 715.835.0662
sales@redflint.com • www.redflint.com

TYPICAL SIEVE ANALYSIS

Filter Sand

Product Effective Size (mm)		2.00-3.00	1.65-2.00	1.20-1.60	0.80-1.20	0.65-0.75	0.60-0.65	0.45-0.55	0.35-0.45	0.20-0.30
US Mesh	mm	Percent Passing (%)								
4	4.75	99								
5	4.00	89	99							
6	3.35	57	94	99						
7	2.80	27	78	96						
8	2.36	10	57	90						
10	2.00	3	29	73	99					
12	1.70	1	6	50	98	99				
14	1.40		1	15	77	97				
16	1.18			3	51	87	99	99		
18	1.00			1	20	64	88	94		
20	0.850				5	41	65	82	98	
25	0.710				1	11	32	58	84	
30	0.600					3	7	33	59	98
35	0.500					1	2	10	28	93
40	0.425						1	2	8	72
45	0.355							1	2	42
50	0.300									24
60	0.250									10
70	0.212									5
80	0.180									2

Support Gravel

Product Size (inches)			1 1/2 x 3/4	3/4 x 1/2	5/8 x 3/8	1/2 x 1/4	3/8 x 3/16	1/4 x 1/8	3/16 x 3/32	1/8 x 1/16
US Mesh	Inches	mm	Percent Passing (%)							
2 1/2"	2.500	63.00								
2.0"	2.000	50.00								
1 1/2"	1.500	37.50	98							
1.0"	1.000	25.00	40							
7/8"	0.875	22.40	18							
3/4"	0.750	19.00	4	97						
5/8"	0.625	16.00		48	99					
1/2"	0.500	12.50		3	77	98				
3/8"	0.375	9.50			3	41	98			
1/4"	0.250	6.30			1	4	30	96		
4	0.187	4.75					4	66	98	
5	0.157	4.00						35	84	
6	0.132	3.35						11	45	97
1/8"	0.125	3.18						5	14	94
7	0.111	2.80						1	3	80
8	0.094	2.36							1	60
10	0.079	2.00								30
12	0.066	1.70								6
14	0.056	1.40								1

DISCLAIMER: The information set forth in this Product Data Sheet represents typical properties of the product described; the information and the typical values are not specifications. Red Flint Sand & Gravel, LLC makes no representation or warranty concerning the Products, expressed or implied, by this Product Data Sheet. The information in this publication is true and reliable to the best of our knowledge. They are offered in good faith, but without warranty or liability of consequential damage as conditions and method of use of product is varied and beyond our control. We suggest the suitability and performance of the product be determined by the end user before they are adopted on a commercial scale.

Packaged for Red Flint Sand & Gravel, LLC by South Central Sands, LLC, a wholly owned subsidiary of Red Flint Group, LLC

1 American Blvd. • Eau Claire, WI 54701 • Telephone: 800.238.9139 • Fax 715.835.0662
sales@redflint.com • www.redflint.com





The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, March 11, 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/PwsComponents/Listings.asp?Company=C0267480&Standard=061&>

NSF/ANSI 61 Drinking Water System Components - Health Effects

NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click [here](#) for a list of Abbreviations used in these Listings. Click [here](#) for the definitions of Water Contact Temperatures denoted in these Listings.

Red Flint Sand and Gravel

1 American Boulevard
Eau Claire, WI 54701
United States
715-855-7600

Facility : # 1 USA

Process Media

Trade Designation	Size	Water Contact Temp	Water Contact Material
Filtration Media [G]			
Filter Gravel	3/16" - 2 1/2"	CLD 23	QTZ
Filter Pack	[1]	CLD 23	QTZ
Filter Sand	.35 mm - 3.00 mm	CLD 23	QTZ
Gravel	3/16" - 2 1/2"	CLD 23	QTZ

Gravel Pack	[1]	CLD 23	QTZ
Industrial Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Red Flint	[1]	CLD 23	QTZ
Sand	.35 mm - 3.00 mm	CLD 23	QTZ
Well Pack	[1]	CLD 23	QTZ

[1] Certified for the following sizes: 0.35-3.00 mm and 3/16 - 2 1/2 in.

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

Gravel[G]

Filter Gravel	3/16" - 2 1/2"	CLD 23	QTZ
Gravel	3/16" - 2 1/2"	CLD 23	QTZ

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

Sand[G]

Filter Sand	.35 mm - 3.00 mm	CLD 23	QTZ
Industrial Sand	.35 mm - 3.00 mm	CLD 23	QTZ
Sand	.35 mm - 3.00 mm	CLD 23	QTZ

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

Sand/Gravel [G]

Filter Pack	[1]	CLD 23	QTZ
Gravel Pack	[1]	CLD 23	QTZ
Red Flint	[1]	CLD 23	QTZ
Well Pack	[1]	CLD 23	QTZ

[1] Certified for the following sizes: 0.35-3.00 mm and 3/16 - 2 1/2 in.

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

NOTE: Certified for water treatment plant applications.

This product has not been evaluated for point of use applications.

Facility : #101 USA

Process Media

Trade Designation	Size	Water Contact Temp	Water Contact Material
Sand/Gravel [G]			
Filter Gravel	1/4" - 2 1/2"	CLD 23	QTZ
Filter Pack	[1]	CLD 23	QTZ
Filter Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Gravel	1/4" - 2 1/2"	CLD 23	QTZ
Gravel Pack	1/4" - 2 1/2"	CLD 23	QTZ
Red Flint	[1]	CLD 23	QTZ
Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Silica Gravel	1/4" - 2 1/2"	CLD 23	QTZ
Silica Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Support Gravel	1/4" - 2 1/2"	CLD 23	QTZ
Well Pack	[1]	CLD 23	QTZ

[1] Certified for the following sizes: 0.35 - 3.00 mm and 1/4 - 2 1/2 in.

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

NOTE: Certified for water treatment plant applications.

This product has not been evaluated for point of use applications.

Facility : #151 USA**Process Media**

Trade Designation	Size	Water	Water
		Contact Temp	Contact Material
Sand/Gravel [G]			
Filter Gravel	1/4" - 2-1/2"	CLD 23	QTZ
Filter Pack	[1]	CLD 23	QTZ
Filter Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Gravel	1/4" - 2-1/2"	CLD 23	QTZ
Gravel Pack	1/4" - 2-1/2"	CLD 23	QTZ
Red Flint	[1]	CLD 23	QTZ
Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Silica Gravel	1/4" - 2-1/2"	CLD 23	QTZ
Silica Sand	0.35 mm - 3.00 mm	CLD 23	QTZ
Support Gravel	1/4" - 2-1/2"	CLD 23	QTZ
Well Pack	[1]	CLD 23	QTZ

[1] Certified for the following sizes: 0.35-3.00 mm and 1/4 - 2-1/2 in.

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

NOTE: Certified for water treatment plant applications.

This product has not been evaluated for point of use applications.

Number of matching Manufacturers is 1

Number of matching Products is 40

Processing time was 0 seconds

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

Red Flint Sand and Gravel

Facility: #151 USA

AS COMPLYING WITH NSF/ANSI 61 AND ALL APPLICABLE REQUIREMENTS.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



ANSI Accredited Program
PRODUCT CERTIFICATION
#6216
Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in Listing for the referenced standards. For the most current and complete Listing information, please access NSF's website (www.nsf.org).

August 22, 2017
Certificate# C0274945 - 01

Theresa Bellish
General Manager, Water Systems



SAFETY DATA SHEET

SECTION 1 – IDENTIFICATION

Trade Name:	Trademarks and product names include Red Flint Sand and Gravel
Common Names:	Silica, Flint, Sand, Silica Sand, Silica Gravel, Industrial Sand, Quartz and Healer Sealer Epoxy Sand.
Recommended Use & Restrictions:	This product is not to be used for abrasive blasting. This safety data sheet and the information contained herein were not developed for abrasive blasting. Sand is for specialty applications.
Manufacturer's Name:	Red Flint Sand and Gravel
Manufacturer's Address:	615 Short Street P.O. Box 688 Eau Claire, WI 54702-0688
Manufacturer's Number:	(800) 238-9139 (8:00 am-5:00 pm Central Time Monday-Friday)
Manufacturer's Fax:	(715) 835-0662
Emergency Number:	Industrial Sales or Safety Department (800) 238-9139 (8:00 am-5:00 pm Central Time Monday-Friday)

SECTION 2 – HAZARDS IDENTIFICATION

Classification Overview:	Red Flint Sand and Gravel silica sand is a light buff, tan, and gravel-multicolored with no odor. It is not flammable, combustible, or explosive. It can cause irritation to the eyes. A single exposure will not result in serious adverse health effects. Crystalline silica is not known to be an environmental hazard.
GHS-US Classification:	Carc. 1A H350 STOT SE 3 H335 STOT RE 1 H372
Signal Word(s):	Danger
Hazard Statement(s):	May cause respiratory irritation May cause cancer (inhalation) Causes damage to organs (lung/respiratory system) through prolonged or repeated exposure (inhalation)
Symbol(s):	



Exclamation Mark



Health Hazard

Precautionary Statement(s):

IF INHALED: Remove person to fresh air and keep comfortable for breathing
Call a POISON CENTER/doctor if you feel unwell
IF exposed or concerned: Get medical advice/attention
Get medical advice and attention if you feel unwell
Wash hands and forearms thoroughly after handling
Do not eat, drink or `lsmoke when using this product
Obtain special instructions before use
Do not handle until all safety precautions have been read and understood
Wear eye protection, protective clothing, protective gloves
Do not breathe dust
Use only outdoors or in a well-ventilated area
Store in a well-ventilated place. Keep container tightly closed
Store locked up
Dispose of contents/container according to local, regional, national, and international regulations

Other Hazards:

No additional information.

Mixture:

Not applicable

SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS

Hazardous Ingredient**Chemical Name:**Silica Quartz, SiO₂**Concentration:**

>89%

Common Names:

Silica, Flint, Sand, Silica Sand, Industrial Sand, and Quartz

CAS Number:

14808-60-7

Impurities and Additives:

Not applicable

SECTION 4 – FIRST-AID PROCEDURES

Necessary Measures:

Inhaled – Shortness of breath, coughing, reduced pulmonary function. Prolonged inhalation of respirable silica may result in permanent lung damage, silicosis. No specific first aid is necessary since the adverse health effects associated with exposure to crystalline silica (quartz) result from chronic exposures. If there is a gross inhalation of crystalline silica (quartz), remove the person immediately to fresh air, give artificial respiration as needed, seek medical attention as needed.

Swallowed – May cause gastrointestinal discomfort. Give one or two glasses of water. If discomfort persists, see a physician.

First Aid – Emergency procedures.

Eye Contact – Wash with water for at least fifteen (15) minutes. If irritation or redness persists see a physician.

Skin Contact – Wash with soap and water. If irritation persists see a physician.

Ingestion – Not applicable.

Symptoms/Effects:**Inhalation:**

- Silicosis: Respirable crystalline silica (quartz) can cause chronic silicosis, a fibrosis (scarring) of the lungs. Silicosis may be progressive; it may lead to disability and death. Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis is fatal.
- Cancer: Crystalline silica (quartz) inhaled from occupational sources in sufficient concentrations is classified as carcinogenic to humans. In its Ninth Annual Report on Carcinogens,

the National Toxicology Program (NTP) listed crystalline silica as a known human carcinogen, based on sufficient evidence of carcinogenicity from studies in humans indicating a causal relationship between exposure to respirable crystalline silica and increased lung cancer rates in workers exposed to crystalline silica and determined that "crystalline silica inhaled in the form of quartz or cristobalite from occupational sources is carcinogenic to humans (Group 1)."

- c. Autoimmune Diseases: There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis may be associated with the increased incidence of several autoimmune disorders, -- scleroderma, systemic lupus erythematosus, rheumatoid arthritis and diseases affecting the kidneys.
- d. Tuberculosis: Silicosis increases the risk of tuberculosis.
- e. Nephrotoxicity: There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis is associated with the increased incidence of kidney diseases, including end stage renal disease.

Eye Contact: Crystalline silica (quartz) may cause abrasion of the cornea.

Skin Contact: May cause abrasion to skin.

Ingestion: No known health effect.

Acute Effects: One form of silicosis, Acute Silicosis, can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis is fatal.

Chronic Effects: The adverse health effects -- lung disease, silicosis, cancer, autoimmune disease, tuberculosis, and nephrotoxicity -- are chronic effects.

Signs and Symptoms of Exposure: There are generally no signs or symptoms of exposure to crystalline silica (quartz). Often, chronic silicosis has no symptoms. The symptoms of chronic silicosis, if present, are shortness of breath, wheezing, cough and sputum production. The symptoms of acute silicosis are the same as those associated with chronic silicosis; additionally, weight loss and fever may also occur. The symptoms of scleroderma include thickening and stiffness of the skin, particularly in the fingers, shortness of breath, difficulty swallowing and joint problems.

Medical Conditions Generally Aggravated by Exposure: The condition of individuals with lung disease (e.g., bronchitis, emphysema, chronic obstructive pulmonary disease) can be aggravated by exposure.

See Section 11, Toxicological Information, for additional detail on potential adverse health effects.

Seek immediate medical attention if symptoms persist.

Suspected Cancer Agent: Yes

Federal OSHA: No

NTP: Yes

IARC: Yes

NTP: Respirable crystalline silica has been listed in the Sixth Annual Report on Carcinogens.

IARC: Monographs on the Evaluation of the Carcinogenic Risk of Chemical to Humans (vol. 68, 1997) concludes that there is sufficient evidence in humans for the carcinogenicity of inhaled crystalline silica in the forms of quartz and cristobalite (Group 1) in certain industrial circumstances, but that carcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution of its polymorphs.

SECTION 5 – FIRE-FIGHTING MEASURES

Extinguishing Media:

Compatible with all media; use the medium appropriate to the surrounding fire.

Specific Hazards:

None

Hazardous Combustion Products:

None

Special Fire Fighting Procedures:

None with respect to this product. Fire fighters should always wear self-contained breathing apparatus for fires indoors or in confined areas.

SECTION 6 – ACCIDENTAL RELEASE MEASURES

Wear appropriate personal protective equipment as described in Section 8 of this document.

If uncontaminated, collect the material using a method which does not produce dust [High-Efficiency Particulate Air (HEPA) vacuum or thoroughly wetting down the silica]. Place the silica in a covered container appropriate for disposal. If contaminated: a) use appropriate method for the nature of the contamination, b) consider possible toxic or fire hazards associated with the contaminating substances. Dispose of the silica according to federal, state, and local regulations.

SECTION 7 – HANDLING AND STORAGE

This product is **not** to be used for abrasive blasting. Do not breathe dust which may be created during the handling of this product. Do not rely on vision to determine whether respirable silica is present in the air, as it may be present without a visible cloud. Use good housekeeping procedures to prevent the accumulation of silica dust in the workplace. Avoid the creation of respirable dust.

Use adequate ventilation and dust collection equipment. Ensure that the dust collection system is adequate to reduce dust levels to below the appropriate occupational health limit. Maintain and use proper, clean respiratory equipment (see Section 8). Launder clothing that has become dusty. Empty containers (bags, bulk containers, storage tanks, etc.) retain silica residue and must be handled in accordance with the provisions of this Safety Data Sheet.

In accordance with the U.S. Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (29 CFR 1910.1200, 1915.99, 1917.28, 1918.90, 1926.59, 1928.21), state, and/or local right-to-know laws and regulations, familiarize your employees with this SDS and the information contained herein. Warn your employees (and your customers in case of resale) of the potential health risks associated with the use of this product and train them in the appropriate use of personal protective equipment and engineering controls which will reduce their risks of exposure.

See also American Society for Testing and Materials (ASTM) standard practice E 1132-99a, "Standard Practice for Health Requirements Relating to Occupational Exposure to Respirable Crystalline Silica."

*****Warn your employees (and your customers - users in case of resale) by posting and other means of the hazards and OSHA precautions to be used. Provide training for your employees about OSHA precautions.**

SECTION 8 – EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Limits (respirable fraction) in Air:

OSHA & MSHA – PEL	$\frac{10\text{mg}}{\text{m}^3}$	
	% SiO ₂ + 2	(8-Hour TWA)
ACGIH – TLV	0.05 mg/cubic meter	(8-Hour TWA)
NIOSH	0.05mg/cubic meter	(10-Hour TWA, 40-hour work week)

Exposure Limits refer to the respirable fraction.

PEL means OSHA Permissible Exposure Limit.

TLV means American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value.

MSHA means Mine Safety and Health Administration Exposure Limit.

TWA means 8 hour Time Weighted Average.

CAUTION:

Silica is classified as hazardous under Occupational Safety and Health Administration (OSHA) regulations (29 CFR 1910.1200). The Permissible Exposure Limits (PEL) reported above are the pre-1989 limits that were reinstated by OSHA June 30, 1993 following a decision by the 11th Circuit Court of Appeals. These PELs are now being enforced by the Federal OSHA. Be aware that more restrictive exposure limits may be enforced by some states, agencies, or other authorities. Crystalline silica exists in several forms, the most common of which is quartz. If crystalline silica (quartz) is heated to more than 870°C it can change to a form of crystalline silica known as tridymite,

and if crystalline silica (quartz) is heated to more than 1470° C, it can change to a form of crystalline silica known as cristobalite. Crystalline silica as trydimite and cristobalite are more fibrogenic than crystalline silica as quartz. The OSHA PEL for crystalline silica as trydimite and cristobalite is one-half the PEL for crystalline silica (quartz); the ACGIH TLV for crystalline silica as trydimite and cristobalite is one-half the TLV for crystalline silica as quartz.

Engineering Controls:

Ventilation: Use sufficient local exhaust to reduce the level of respirable crystalline silica to below the PEL. See ACGIH "Industrial Ventilation, A Manual of Recommended Practice" (latest edition).

Individual Protection Measures:

Gloves: Recommended in situations where abrasion from sand may occur.

Eye: Use safety glasses and protection as appropriate for the task at hand.

Other: Use protective clothing as appropriate for the work environment. Dusty clothing should be laundered before reuse. Make sure to always wash hands after handling the material.

Respiratory Protection: This product is not to be used for abrasive blasting. Consult with OSHA regulations and NIOSH recommendations to determine the appropriate respiratory protection during use of this product. Use only NIOSH-approved or MSHA-approved respiratory protection equipment. Avoid breathing dust produced during the use and handling of this product. If the workplace airborne crystalline silica concentration is unknown for a given task, conduct air monitoring to determine the appropriate level of respiratory protection. Consult with a certified industrial hygienist, your insurance risk manager, or the OSHA Consultative Services group for detailed information. Ensure appropriate respirators are worn during and following the task, including clean-up or whenever airborne dust is present, to insure ambient dust levels are below occupational health limits. Provisions should be made for a respiratory protection training program (see 29 CFR 1910.134 – Respiratory Protection for minimum program requirements).

See also ANSI standard Z88.2 (latest revision) "American National Standard for Respiratory Protection," 29 CFR 1910.134 and 1926.103, and 42 CFR 84. Positive pressure supplied air-type respiratory protection recommended.

The following chart specifies the types of respirators, which may provide respiratory protection for crystalline silica.

PARTICULATE CONCENTRATION	MINIMUM RESPIRATORY PROTECTION*
10 X PEL or Less	Any particular respirator, except single-use or quarter-mask respirator. Any fume respirator or high efficiency particulate filter respirator. Any supplied-air respirator. Any self-contained breathing apparatus.
50 x PEL or Less	A high efficiency particulate filter respirator with a full-face piece. Any supplied-air respirator with a full-face piece, helmet, or hood. Any self-contained breathing apparatus with a full-face piece.
500 x PEL or Less	A Type C supplied-air respirator operated in pressure-demand or other positive pressure or continuous-flow mode.
Greater than 500 x PEL or Entry and Escape from Unknown Concentrations	Self-contained breathing apparatus with a full-face piece operated in pressure-demand mode. A combination respirator which includes a Type C supplied-air respirator with a full-face piece operated in pressure- demand or other positive pressure continuous-flow mode and an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive pressure mode.

Component	CAS No.	Percentage (by wt.)	OSHA (TWA)	OSHA (STEL)	ACGIH (TWA)	ACGIH (STEL)	NIOSH (TWA)	NIOSH (STEL)	Unit
Crystalline Silica (Quartz)	14808-60-7	87.0-99.9%	$\frac{10}{\% \text{ SiO}_2+2}$	None	.05	None	.05	None	mg/m ³

Crystalline silica is listed by the Governor of the State of California, under Proposition 65, as requiring the following warning: "Detectable amounts of chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm may be found in this product."

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Light buff, tan, granular solid, gravel-multicolored
Odor:	None
Odor threshold:	Not Applicable
pH:	Not Applicable
Melting Point, °F:	3110°F (Quartz)
Freezing Point, °F:	Not applicable
Boiling Point, °F:	4046°F (Quartz)
Flash Point:	None
Evaporation Rate:	None
Flammability:	None
Upper/Lower Explosive Limit:	Not Combustible
Vapor Pressure:	Not Applicable
Vapor Density:	10mm @ 3146°F
Relative density:	2.65 (Quartz)
Solubility in water:	Insoluble
Partition coefficient:	Not applicable
Auto-ignition temperature:	None
Decomposition temperature:	Not applicable
Viscosity:	Not applicable

SECTION 10 – STABILITY AND REACTIVITY

Reactivity:	Not applicable
Chemical Stability:	Stable.
Hazardous Reactions:	Will not occur.
Conditions to avoid:	None
Incompatible Materials:	Strong Oxidizing Agents, such as fluorine, chlorine trifluoride, hydrogen fluoride, and oxygen trifluoride.
Hazardous Decomposition Products:	Silica will dissolve in hydrofluoric acid and produce a corrosive gas – silicon tetrafluoride.

SECTION 11 – TOXICOLOGICAL INFORMATION

Routes of Exposure: Inhalation, eye contact, skin contact

Inhalation:

Silicosis:

Respirable crystalline silica (quartz) can cause chronic silicosis, a fibrosis (scarring) of the lungs. Silicosis may be progressive; it may lead to disability and death. Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis is fatal.

Cancer:

Crystalline silica (quartz) inhaled from occupational sources in sufficient concentrations is classified as carcinogenic to humans. In its Ninth Annual Report on Carcinogens, the National Toxicology Program (NTP) listed crystalline silica as a known human carcinogen, based on sufficient evidence of carcinogenicity from studies in humans indicating a casual relationship between exposure to respirable crystalline silica and increased lung cancer rates

in workers exposed to crystalline silica and determined that "crystalline silica inhaled in the form of quartz or cristobalite from occupational sources is carcinogenic to humans (Group 1)."

Autoimmune Diseases:

There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis may be associated with the increased incidence of several autoimmune disorders, -- scleroderma, systematic lupus erythematosus, rheumatoid arthritis and diseases affecting the kidneys.

Tuberculosis:

Silicosis increases the risk of tuberculosis.

Nephrotoxicity:

There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis is associated with the increased incidence of kidney diseases, including end stage renal disease.

Eye Contact:

Crystalline silica (quartz) may cause abrasion of the cornea.

Skin Contact:

May cause abrasion to skin.

Ingestion:

No known health effect.

Effects:

Acute: One form of silicosis, Acute Silicosis, can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis is fatal.

Chronic: The adverse health effects -- lung disease, silicosis, cancer, autoimmune disease, tuberculosis, and nephrotoxicity -- are chronic effects.

Signs and Symptoms of Exposure:

There are generally no signs or symptoms of exposure to crystalline silica (quartz). Often, chronic silicosis has no symptoms. The symptoms of chronic silicosis, if present, are shortness of breath, wheezing, cough and sputum production. The symptoms of acute silicosis are the same as those associated with chronic silicosis; additionally, weight loss and fever may also occur. The symptoms of scleroderma include thickening and stiffness of the skin, particularly in the fingers, shortness of breath, difficulty swallowing and joint problems.

Numerical Measures of Toxicity: Not applicable

NTP/IARC/OSHA:

Suspected Cancer Agent: Yes

Federal OSHA: No

NTP: Yes

IARC: Yes

NTP: Respirable crystalline silica has been listed in the Sixth Annual Report on Carcinogens.

IARC: Monographs on the Evaluation of the Carcinogenic Risk of Chemical to Humans (vol. 68, 1997) concludes that there is sufficient evidence in humans for the carcinogenicity of inhaled crystalline silica in the forms of quartz and cristobalite (Group 1) in certain industrial circumstances, but that carcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution of its polymorphs.

SILICOSIS

The major concern is silicosis (lung disease), caused by the inhalation and retention of respirable crystalline silica dust. Silicosis can exist in several forms, chronic (or ordinary), accelerated, or acute.

Chronic or Ordinary Silicosis is the most common form of silicosis, and can occur after many years of exposure to levels above the occupational exposure limits for airborne respirable crystalline silica dust. It is further defined as either simple or complicated silicosis.

Simple silicosis is characterized by lung lesions (shown as radiographic opacities) less than 1 centimeter in

Reference No.

SDS for Sand and Gravel

diameter, primarily in the upper lung zones. Often, simple silicosis is not associated with symptoms, detectable changes in lung function or disability. Simple silicosis may be progressive and may develop into complicated silicosis or progressive massive fibrosis (PMF). Complicated silicosis or PMF is characterized by lung lesions (shown as radiographic opacities) greater than 1 centimeter in diameter. Although there may be no symptoms associated with complicated silicosis or PMF, the symptoms, if present, are shortness of breath, wheezing, cough and sputum production. Complicated silicosis or PMF may be associated with decreased lung function and may be disabling. Advanced complicated silicosis or PMF may lead to death. Advanced complicated silicosis or PMF can result in heart disease (cor pulmonale) secondary to the lung disease. Accelerated Silicosis can occur with exposure to high concentrations of respirable crystalline silica over a relatively short period; the lung lesions can appear within five (5) years of the initial exposure. The progression can be rapid. Accelerated silicosis is similar to chronic or ordinary silicosis, except that the lung lesions appear earlier and the progression is more rapid. Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis is fatal.

CANCER

IARC - The International Agency for Research on Cancer ("IARC") concluded that there was "sufficient evidence in humans for the carcinogenicity of crystalline silica in the forms of quartz or cristobalite from occupational sources", and that there is "sufficient evidence in experimental animals for the carcinogenicity of quartz and cristobalite." The overall IARC evaluation was that "crystalline silica inhaled in the form of quartz or cristobalite from occupational sources is carcinogenic to humans (Group 1)." The IARC evaluation noted that not all industrial circumstances studied showed evidence of carcinogenicity. The monograph also stated that "[C]arcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution of its polymorphs." For further information on the IARC evaluation, see IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 68, "Silica, Some Silicates..." (1997).

NTP - The National Toxicology Program, in its Ninth Annual Report on Carcinogens, concluded that respirable crystalline silica is known to be a human carcinogen, based on sufficient evidence of carcinogenicity from studies in humans indicating a causal relationship between exposure to respirable crystalline silica and increased lung cancer rates in workers exposed to crystalline silica dust.

There have been many articles published on the carcinogenicity of crystalline silica, which the reader should consult for additional information; the following are examples of recently published articles: (1) "Lung cancer among industrial sand workers exposed to crystalline silica", *Am J Epidemiol*, Volume 153, pp. 695-703 (2001); (2) "Crystalline Silica and the risk of lung cancer in the potteries", *Occup. Environ. Med.*, Volume 55, pp. 779-785 (1998); (3) "Is Silicosis Required for Silica- Associated Lung Cancer," *American Journal of Industrial Medicine*, Volume 37, pp. 252- 259 (2000); (4) " Silica, Silicosis, and Lung Cancer: A Risk Assessment", *American Journal of Industrial Medicine*, Volume 38, pp. 8-18 (2000); (5) "Silica, Silicosis, and Lung Cancer: A Response to a Recent Working Group Report", *Journal of Occupational and Environmental Medicine*, Volume 42, pp. 704-720 (2000).

AUTOIMMUNE DISEASES

There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis may be associated with the increased incidence of several autoimmune disorders, -- scleroderma, systemic lupus erythematosus, rheumatoid arthritis and diseases affecting the kidneys. For a review of the subject, the following may be consulted: "Occupational Exposure to Crystalline Silica and Autoimmune Disease", *Environmental Health Perspectives*, Volume 107, Supplement 5, pp. 793-802 (1999); "Occupational Scleroderma", *Current Opinion in Rheumatology*, Volume 11, pp. 490-494 (1999); "Connective tissue disease and silicosis", *Am J Ind Med*, Volume 35, pp. 375-381 (1999).

TUBERCULOSIS

Individuals with silicosis are at increased risk to develop pulmonary tuberculosis, if exposed to persons with tuberculosis. The following may be consulted for further information: Occupational Lung Disorders, Third Edition, Chapter 12, entitled "Silicosis and Related Diseases", Parkes, W. Raymond (1994); "Risk of pulmonary tuberculosis relative to silicosis and exposure to silica dust in South African gold miners," Occup Environ Med., Volume 55, pp.496- 502 (1998); "Occupational risk factors for developing tuberculosis", Am J Ind Med, Volume 30, pp. 148-154 (1996).

KIDNEY DISEASE

There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis is associated with the increased incidence of kidney diseases, including end stage renal disease. For additional information on the subject, the following may be consulted: "Kidney Disease and Silicosis", Nephron, Volume 85, pp. 14-19 (2000); "End stage renal disease among ceramic workers exposed to silica", Occup Environ Med, Volume 56, pp. 559-561 (1999); "Kidney disease and arthritis in a cohort study of workers exposed to silica", Epidemiology, Volume 12, pp. 405-412 (2001).

SECTION 12 – ECOLOGICAL INFORMATION

Crystalline silica (quartz) is not known to be ecotoxic; i.e., there is no data that suggests that crystalline silica (quartz) is toxic to birds, fish, invertebrates, microorganisms, or plants. For additional information on crystalline silica (quartz), see Section 9 (physical and chemical properties) and Section 10 (stability and reactivity) of this SDS.

SECTION 13 – DISPOSAL CONSIDERATIONS

General: Crystalline silica may be landfilled. Material should be placed in covered containers to minimize generation of airborne dust.
RCRA: Crystalline silica (quartz) is not classified as a hazardous waste under the Resource Conservation and Recovery Act, or its regulations, 40 CFR §261 et seq.

The above information applies to Red Flint Sand and Gravel silica sand only as sold. The product may be contaminated during use, and it is the responsibility of the user to assess the appropriate disposal method in this situation.

SECTION 14 – TRANSPORT INFORMATION

Crystalline silica (quartz) is not a hazardous material for purposes of transportation under the U. S. Department of Transportation Table of Hazardous Materials, 49 CFR §172.101.

SECTION 15 – REGULATORY INFORMATION

UNITED STATES (FEDERAL AND STATE)

TSCA No.: Crystalline silica (quartz) appears on the EPA TSCA inventory under the CAS No. 14808-60-7.

RCRA: Crystalline silica (quartz) is not classified as a hazardous waste under the Resource Conservation and Recovery Act, or its regulations, 40 CFR §261 et seq. SARA 311/312:

Hazard categories for SARA Section 311/312 Reporting: Chronic Health CERCLA: Crystalline silica (quartz) is not classified as a hazardous substance under regulations of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 40 CFR §302.

Emergency Planning and Community Right to Know Act: Crystalline silica (quartz) is not an extremely hazardous substance under Section 302 and is not a toxic chemical subject to the requirements of Section 313.

Clean Air Act: Crystalline silica (quartz) mined and processed by Red Flint Sand and Gravel was not processed with or does not contain any Class I or Class II ozone depleting substances.

FDA: Silica is included in the list of substances that may be included in coatings used in food contact surfaces, 21 CFR §175.300(b) (3) (xxvi).

NTP: Respirable crystalline silica (quartz) is classified as a known human carcinogen.

Red Flint Sand and Gravel, LLC

Reference No.

Date Prepared: January 2018

SDS for Sand and Gravel

OSHA Carcinogen: Crystalline silica (quartz) is not listed.

California Proposition 65: Crystalline silica (quartz) is classified as a substance known to the state of California to be a carcinogen.

CANADA

Domestic Substances List: Red Flint Sand and Gravel products, as naturally occurring substances, are on the Canadian DSL.

WHMIS Classification: D-2A

OTHER

EINECS No.: 231-545-4

EEC Label (Risk/Safety Phrases): R 48/20, R 40/20, S22, S38

IARC: Crystalline silica (quartz) is classified in IARC Group 1. National, state, provincial or local emergency planning, community right to know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

Japan MITI: All of the components of this product are existing chemical substances as defined in the Chemical Substance Control Law.

SECTION 16 – OTHER INFORMATION

More information on the effects of crystalline silica exposure may be obtained from the following contacts:

Occupational Safety and Health Administration (OSHA)

Phone number: 1-800-321-OSHA

Website: <http://www.osha.gov>

National Institute for Occupational Safety and Health (NIOSH)

Phone number: 1-800-35-NIOSH

Website: <http://www.cdc.gov/niosh>

The data in this Safety Data Sheet (SDS) relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. The information set forth herein is based on technical data the Red Flint Sand and Gravel believes reliable. It is intended for use by persons having technical skill and at their own discretion and risk. Since conditions of use are outside the control of Red Flint Sand and Gravel, no warranties, expressed or implied, are made and no liability is assumed in connection with any use of this information. Any use of these data and information must be determined by the user to be in accordance with federal, state, and local laws and regulations.

Date of Preparation: January 2018



26403 Prairie School Ln, Katy, TX 77494 | (281) 398-3828 | customerservice@snr-tech.com

Date: 8/26/2019

AFFIDAVIT OF COMPLIANCE

This is to certify that the Filter Sand and Media Filter Support Gravel manufactured by Red Flint Sand & Gravel proposed for IFB 2200 OXV1025 meet all bid specifications and are certified to NSF/ANSI Standard 61.

Lance Sons

President

Equerry Corp dba SNR Technologies



CONSULTANTS
 • ENVIRONMENTAL
 • GEOTECHNICAL
 • MATERIALS
 • FORENSICS

Client: Red Flint Sand & Gravel
Attn: Ms. Kelsey Kaplan
P.O. Box 388
Eau Claire, WI 54702-0388

Project No.: 31-20136

Date of Report: 9-21-2018

Project: , TEXAS

TEST RESULTS

Material Supplier	Red Flint Sand & Gravel	
Sample Identification	0.45 – 0.55mm Filter Sand	
Scope of Work	E.S. & U.C. and Specific Gravity	
Date Received	9-18-18	
Date Tested	9-21-18	
Mechanical Analysis (ASTM:C136) See Attached		Project Specifications
Effective Size	0.50	0.45mm – 0.55mm
Uniformity Coefficient	1.27	1.3 Maximum
Specific Gravity, (Apparent)	2.64	2.60-2.70
Specific Gravity, (OD)	2.61	
Specific Gravity, (SSD)	2.62	
Absorption, % AWWA B100	0.44	

REMARKS

The above sample meets project specifications. The remainder of the sample will be held for a period of 30 days from the date of this report.

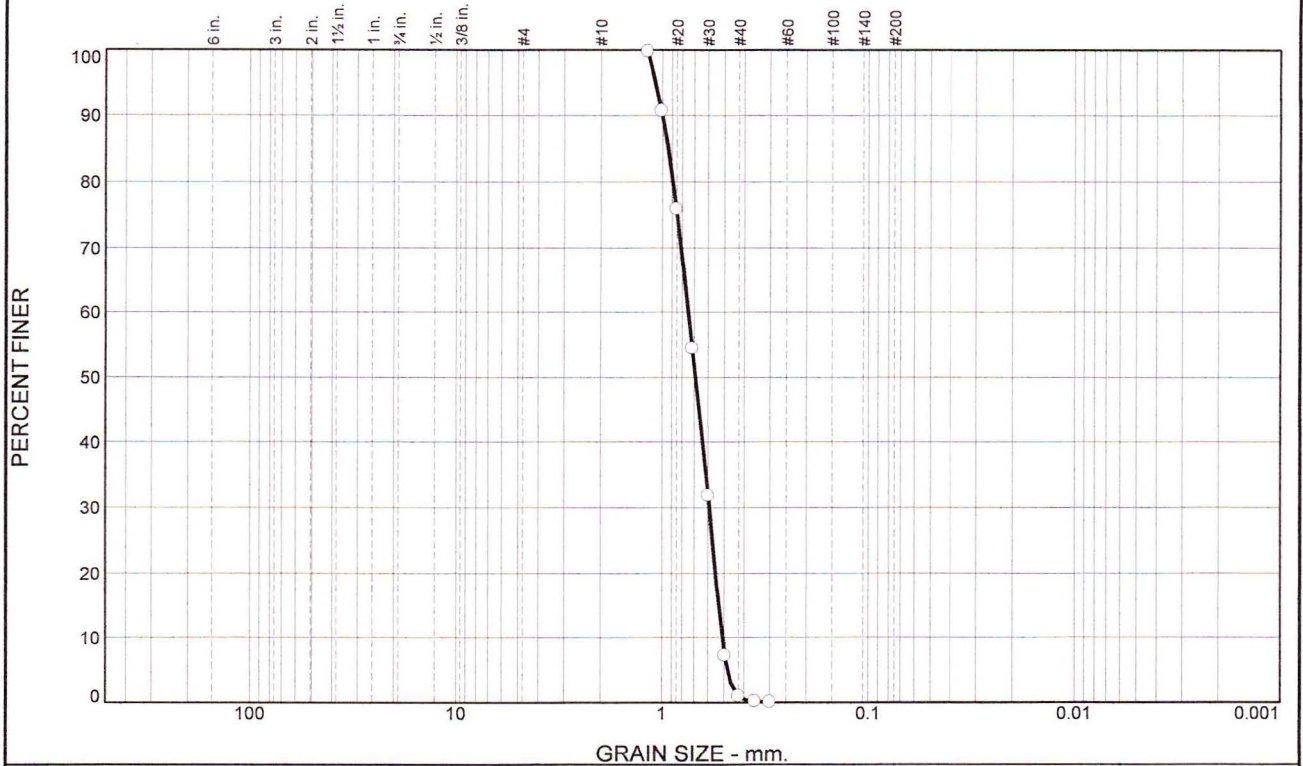
Technician: Troy Tabor

American Engineering Testing, Inc.

Report Distribution:
Red Flint Sand & Gravel

Joel J. Guanella
CME Department Manager

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
						1.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#16	99.8		
#18	90.7		
#20	75.9		
#25	54.4		
#30	31.8		
#35	7.2		
#40	1.0		
#45	0.2		
#50	0.1		

* (no specification provided)

Material Description
 FILTER SAND 0.45-0.55 mm, UC<1.7
 Cleveland TX

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.9989 D₈₅= 0.9369 D₆₀= 0.7478
 D₅₀= 0.6895 D₃₀= 0.5895 D₁₅= 0.5313
 D₁₀= 0.5101 C_u= 1.47 C_c= 0.91

Classification
 USCS= AASHTO=

Remarks
 Typical Sieve Analysis

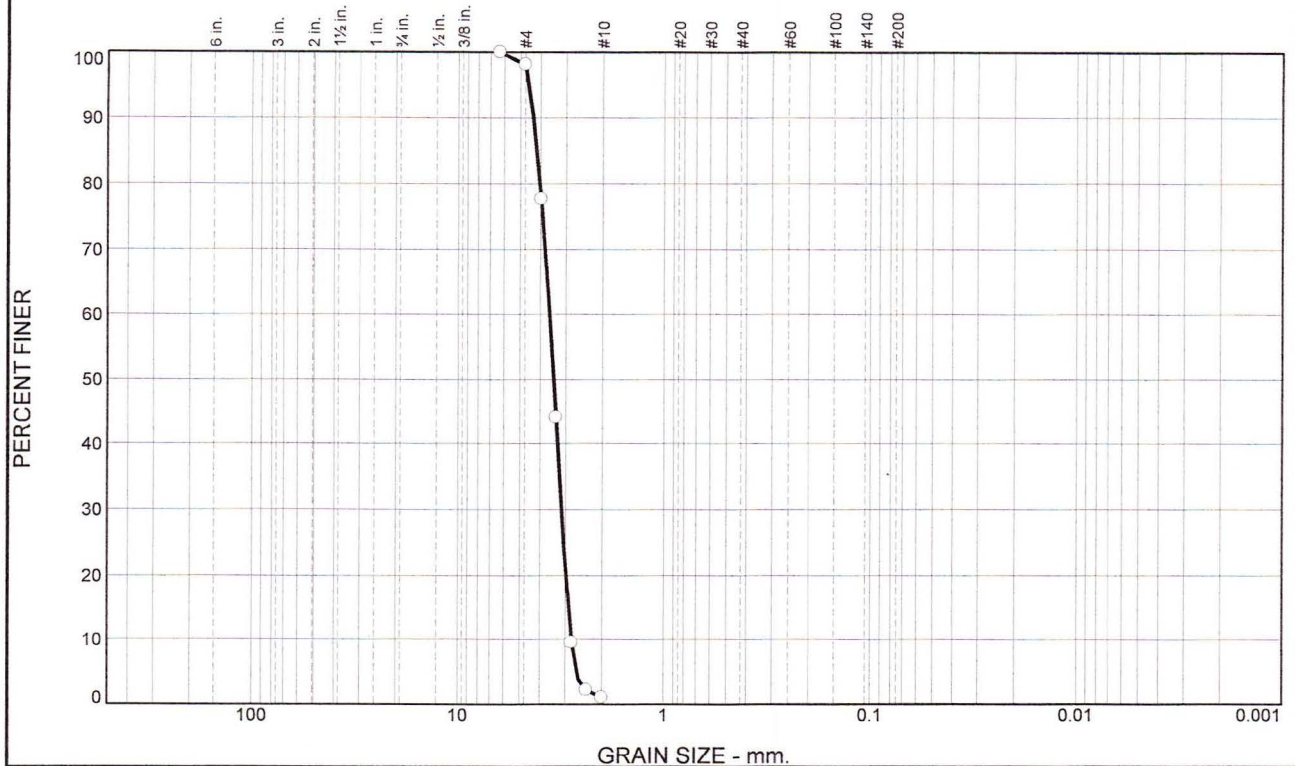
Date: 2019

**RED FLINT SAND
& GRAVEL, LLC.**
Eau Claire, Wisconsin

Client:
Project: PRODUCTION SIEVE ANALYSIS
Project No:

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	1.9	97.0			1.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/4	100.0		
#4	98.1		
#5	77.7		
#6	44.1		
#7	9.5		
#8	2.2		
#10	1.1		

* (no specification provided)

<u>Material Description</u>		
Gravel 3/16"x3/32" (#8) Cleveland, TX		
	Atterberg Limits	
PL=	LL=	PI=
Coefficients		
D ₉₀ = 4.3302	D ₈₅ = 4.1605	D ₆₀ = 3.5991
D ₅₀ = 3.4323	D ₃₀ = 3.1367	D ₁₅ = 2.9047
D ₁₀ = 2.8064	C _u = 1.28	C _c = 0.97
	Classification	
USCS=	AASHTO=	
	Remarks	
Typical Sieve Analysis		

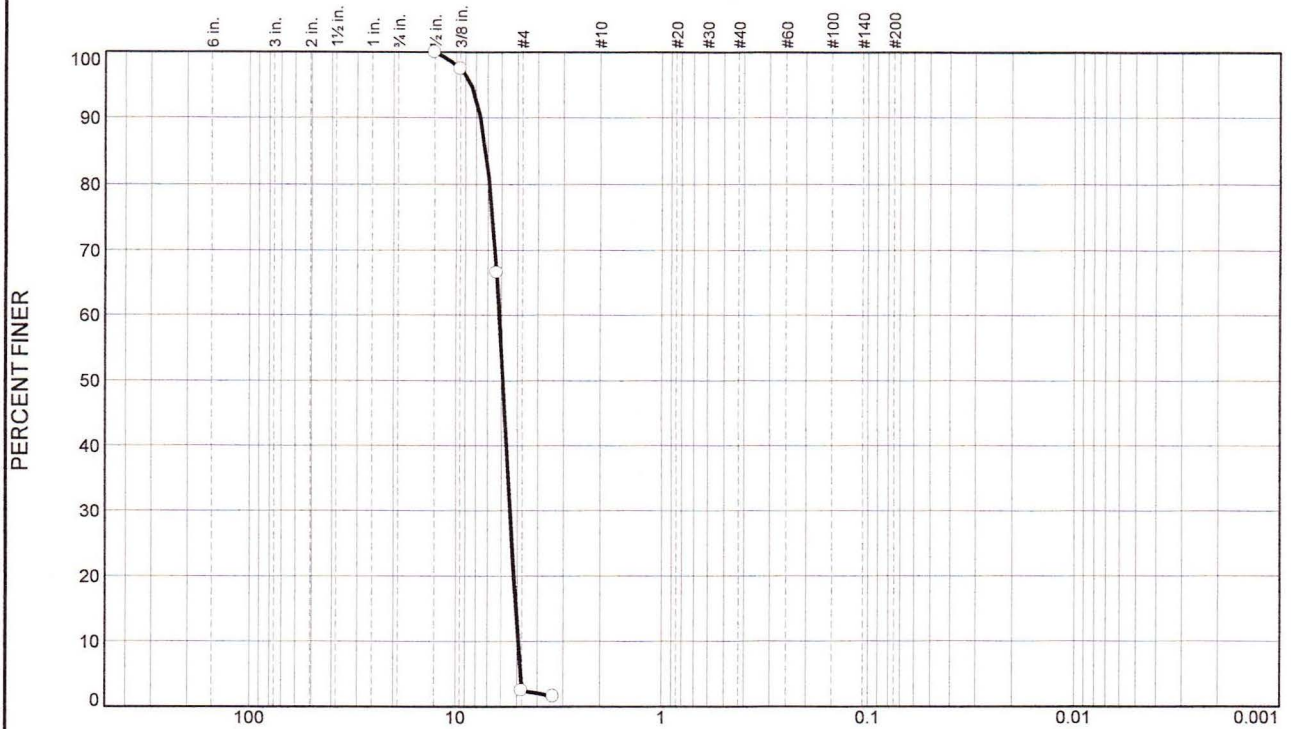
Date: 2019

**RED FLINT SAND
& GRAVEL, LLC.**
Eau Claire, Wisconsin

Client:
Project: PRODUCTION SIEVE ANALYSIS
Project No:

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	97.5				2.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	97.5		
1/4	66.6		
#4	2.5		
#6	1.6		

* (no specification provided)

Material Description
 Gravel 3/8"x3/16"
 Cleveland TX

PL= **Atterberg Limits** PI=
 LL=

D₉₀= 7.6214 **Coefficients** D₆₀= 6.1521
 D₅₀= 5.8919 D₈₅= 7.1962 D₁₅= 5.0895
 D₁₀= 4.9651 D₃₀= 5.4321 C_c= 0.97
 C_u= 1.24

USCS= **Classification**
 AASHTO=

Cleveland, TX **Remarks**

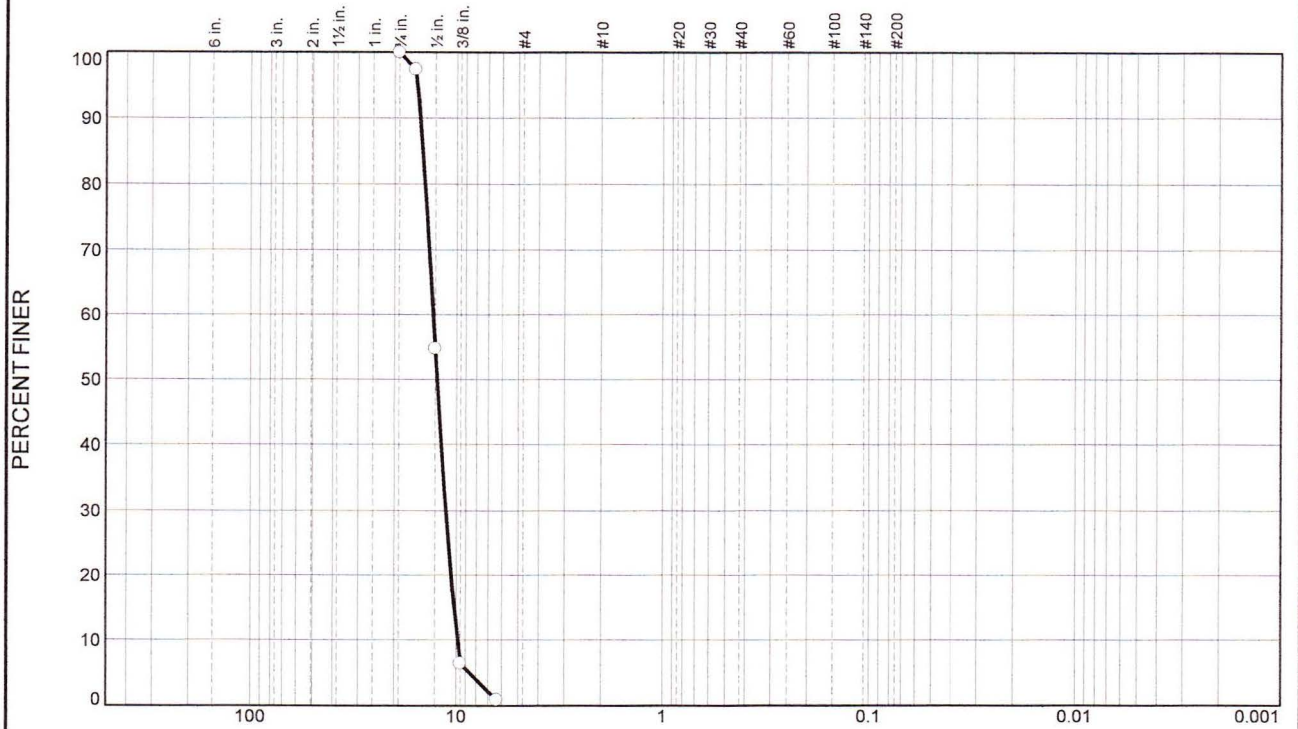
Date: 2019

RED FLINT SAND & GRAVEL, LLC.
Eau Claire, Wisconsin

Client:
 Project: PRODUCTION SIEVE ANALYSIS
 Project No:

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0				100.0		

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4"	100.0		
5/8"	97.4		
1/2"	54.7		
3/8"	6.4		
1/4"	0.9		

* (no specification provided)

Material Description		
Support Gravel 5/8"x3/8" Cleveland, TX		
PL=	Atterberg Limits LL=	PI=
Coefficients		
D ₉₀ = 15.0161	D ₈₅ = 14.5971	D ₆₀ = 13.0022
D ₅₀ = 12.4315	D ₃₀ = 11.2502	D ₁₅ = 10.2473
D ₁₀ = 9.8526	C _u = 1.32	C _c = 0.99
USCS=	Classification AASHTO=	
Remarks TYPICAL SIEVE ANALYSIS		

Date: 2019

**RED FLINT SAND
& GRAVEL, LLC.**
Eau Claire, Wisconsin

Client:
Project: PRODUCTION SIEVE ANALYSIS
Project No:

Figure



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 OXV1025 Addendum No: 1 Date of Addendum: 8/14/2019

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

I. Questions:

The following questions were posed by a Contractor in writing. Each question (Q) will be followed by its answer (A).

(Q) Referencing the IFB [2200 OXV1025], we are the incumbent provider for Filter Sand and Gravel for the City of Austin. I see the estimated volume for each material is 42 Tons, but is there a minimum order quantity? Is it fair to assume the estimate of 42 Tons is based on 2 Orders of 21 Tons each? Since freight is a significant portion of the cost, it can vary greatly based on the quantity. Having the expected order quantity will help ensure the best possible pricing.

(A) The quantities provided are estimated annual usage. However, keep in mind that two more departments will be added to the new contract, and the quantities provided reflect their estimated annual usage. But the majority of the orders will belong to the current department.

Here are the estimated annual quantities by departments:

- Austin Fire Department: 1.5 tons of each product.
- Parks and Recreation Department: 5 tons of each.
- Austin Water Department: 35.5 tons of each gravel size, and 101.5 tons of sand.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez, Procurement Specialist II
Purchasing Office, (512) 974-2965

Date 8/14/2019

ACKNOWLEDGED BY:

Lance Soss
Name

[Signature]
Authorized Signature

8/26/19
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.

Revised 12/13/2015



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 OXV1025

Addendum No: 2

Date of Addendum: 8/15/2019

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

I. Questions:

The following questions were posed by a Contractor in writing. Each question (Q) will be followed by its answer (A).

(Q) Are these items used for potable filter purpose? Does this media [gravel and sand] need to be approved by any NSF code?

(A) Yes. The filter media gravel and sand must meet the ANSI/NSF standard 61, and it shall comply with the latest revision of the American Water Work Association standard B100 (refer to Section 0500 paragraphs 2.1 and 2.3 of the corresponding solicitation).

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez, Procurement Specialist II
Purchasing Office, (512) 974-2965

Date 8/15/2019

ACKNOWLEDGED BY:

Lance Sons

Name

[Signature]

Authorized Signature

8/26/19

Date

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



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 OXV1025

Addendum No: 3

Date of Addendum: 8/19/2019

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

I. Questions:

The following questions were posed by a Contractor in writing. Each question (Q) will be followed by its answer (A).

(Q) I understand the annual usage numbers are best estimates, but what I'm really trying to understand is this – will all the material be ordered at one time or will there likely be multiple orders throughout the year? If multiple orders throughout the year, what is the expected quantity of each order? There is a big difference in freight cost between shipping all 108 Tons of Sand with one order versus sending say 10 orders throughout the year, each with 10 Tons of Sand. Can we assume Order quantities of at least one full truckload or is there some other reasonable Order quantity? As I mentioned, for the last few years the water department typically ordered gravel in 24 Ton quantities for all 3 sizes.

(A) Yes, you can base your shipping freight on past orders. Again, the Water Department will be using the great majority of the Contract; and they're past orders have been of 24 tons of each gravel size and 48 tons of sand per order.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Osiris Valdez, Procurement Specialist II
Purchasing Office, (512) 974-2965

Date 8/19/2019

ACKNOWLEDGED BY:

Lance Sons
Name

[Signature]
Authorized Signature

8/26/19
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	Osiris Valdez / 4-2965	PM Name/Phone	Christine Graf/ 2-0171
Sponsor/User Dept.	Austin Water / 2200	Sponsor Name/Phone	Virginia Reynolds / 2-0337
Solicitation No	IFB 2200 OXV1025	Project Name	Filter Media Support Gravel and Filter Sand
Contract Amount	\$310,000 (\$62,000 per year)	Ad Date (if applicable)	8/5/2019
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**			
For the purchase of filter media support gravel and filter sand for water treatment plants.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
RFQ 2200 ISR0405 - No goals no subcontracting assigned			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
0854556 - 20% Polypropylene bags, 75077 - 60% Sand and Gravel, 96286 - 20% Transportation of goods (freight).			
Osiris Valdez		7/26/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	7/26/2019	Date Assigned to BDC	7/29/2019
In accordance with Chapter2-9(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 checked="" type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input 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 checked="" type="checkbox"/> Other |

If Other was selected, provide reasoning:

Commodity Purchase

MBE/WBE/DBE Availability

There are 14 MBE's and 7 WBE's available

Subcontracting Opportunities Identified

This is a commodity purchase.

Keisha Houston McCutchin

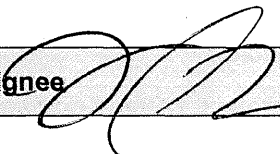
SMBR Staff



Signature/ Date

7/30/19

SMBR Director or Designee



Date

7-31-19

Returned to/ Date: