



any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of twenty-two million seven hundred thousand dollars (\$22,700,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark,

copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and

referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**25. Examination of Records and Audits:**

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this

Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. Intellectual Property:**

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**32. Federal Provisions:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

**ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5)

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to

comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on Council approval and is void without such action.

This Master Purchase Order is acknowledged and agreed to by:

**City & County of Denver, Purchasing Division**

**Vendor Name:** Nachurs Alpine Solutions

(Company Name)


**By:** 

(Authorized Signature)

**Print Name:** John Grega

**Title:** CFO

**Date:** 05-30-2023

**By:** 

**Print Name:** Tim Marquez

**Title:** Senior Buyer

**Date:** 05-30-2023

Procurement Manager: MICHAEL ROMERO\_GS DCPO


 Digitally signed by MICHAEL ROMERO\_GS DCPO Date: 2023.05.03 15:29:49 -06'00'

EXHIBIT "A"

Supplier: Nachurs Alpine Solutions, LLC  
Solicitation/ Award Title: Runway Deicer Chemicals  
Solicitation No. /Internal File Reference Location: 0047A\_2023

---

**It is recommended that you use your Supplier Contract No. SC-00007863, in all future correspondence and/or other communications.**

Description of the goods, and services related thereto, being purchased and pricing:

**VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

Description of the goods, and services related thereto, being purchased and pricing:

**A.1 ESTIMATED QUANTITIES:**

Nachurs Alpine Solutions Industrial is fulfill the City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that Nachurs Alpine Solutions Industrial is to supply the City with its complete actual requirement of the materials specified for the contract period.

**A.2 F.O.B. POINT:**

All prices quoted must be quoted at a pricing defined herein F.O.B. Denver, Colorado, delivered to Denver International Airport, unloaded into DEN tanks.

**A.3 DELIVERY CONSIDERATIONS:**

The supplier shall provide evidence that it can deliver 120,000 gallons to DEN within 12 hours of the start of a snow event and can deliver up to 248,000 gallons with 24 hours after a snow event.

**A.4 MINIMUM LOCAL STORAGE:**

The supplier will be required to maintain a minimum local storage capacity of Potassium Acetate or Potassium Formate Base, from October 1 through April 30, of no less than 260,000 gallons. All storage costs associated with this requirement are to be included in gallon price. Specific locations/addresses of any and all storage tanks/tankers or any other method of storage that meets the gallon requirements above. In addition, the company that will be responsible for the method of delivery from the storage location to DEN must be specifically identified, including number of trucks that will be dedicated for delivery of the product in the specified timeframes above. The proposer ultimately must be able to provide enough information to meet the requirement above

**A.5 SHELF-LIFE LABELING:**

Seller shall provide receipts for all deliveries and receipt shall indicate the "Use Before" date by month/year to be determined from the manufactured date based upon the shelf life at room temperature.

**A.6 AIRPORT SECURITY:**

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, safety, operational, or security measures required as well as written policies and authorized directives from the City and/or the Transportation Security Administration (TSA) with respect to Airport security.

The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

Currently it is anticipated that goods delivered to Denver International Airport will be delivered to Materials Management (MatMan), which is co-located with Fleet at the Maintenance Center and is an auxiliary landside building. Special credentials (i.e. an airport security badge) are not required to do so. This is always subject to change based upon any additional security measures instituted by the City and/or TSA.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

**A.7 LAWS, REGULATIONS, TAXES AND PERMITS**

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

**A.8 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in



purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

**A.9 LABORATORY TESTING:**

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If the product is found to meet specifications, the City shall pay all costs.

**A.10 PRICE ADJUSTMENTS:**

Yearly price adjustments may be made upon mutual agreement between the awarded vendor and City personnel. Pricing is adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract. If adjustments are warranted, the adjustment shall be tied to the IHS Chemical Global Acetyls Monthly Market Summary for North America Acetic Acid and the IHS Chemical Global Chlor-Alkali Monthly Market Summary average for North America Potassium Hydroxide (KOH) or other appropriate index such as IHS Methanol Index North American Contract Net Transaction, FOB Houston.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted no later than 30 days prior to the contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received less than 30 days prior to the anniversary date shall not be considered.

**A.11 SPECIFICATIONS FOR ITEM NO. 1:**

Requirements of the runway deicing fluid are as follows:

- 1) The fluid shall contain minimum 50% potassium acetate by weight plus inhibitors; It shall not contain urea, ethylene, propylene glycol or chlorides.
- 2) The fluid shall have a freezing point of -72°F or lower;
- 3) The fluid shall have 0% Nitrates/Nitrogen, the City will accept Nitrate (as NO<sub>3</sub>) with test results less than 0.0002% as "Conforms";
- 4) The fluid shall have a pH range of 7.0-11.5;
- 5) At the request of DIA personnel vendor must deliver 120,000 gallons to DIA within 12 hours of the start of a snow event and up to 248,000 gallons with 24 hours after a snow event.
- 6) Nachurs Alpine Solutions shall have Potassium Acetate storage capacity at the site from which the fluid will be shipped to DIA of at least 260,000 gallons and must maintain that level from the period of October 1 through April 30.
- 7) Due to long-term storage, the liquid shall be stable and not separate in storage.

**Other provisions of this item include:**

Nachurs Alpine Solutions shall be responsible for all demurrage charges.

DIA personnel may visit the local storage facility. Nachurs Alpine Solutions Industrial will be required to present its plan to provide the goods and services covered by this Master Purchase Order during a snow event. In addition, the trucking firm that will be delivering the product to DIA may be inspected and interviewed by DIA personnel. Drivers will need to obtain proper badging upon commencement of the Term.

Nachurs Alpine Solutions Industrial written technical information supplied in Exhibit B:

- the environmental impact
- MSDS,
- handling, storage
- product application instruction
- Fluid's certification (see below)
- Further bid deliverables may be identified in the pricing section of this document)

Due to long-term storage, the liquid shall be stable and not separate in storage.

Trace contaminants as reported in AMS 1435 3.1.1.3 shall not exceed EPA or State maximum allowable levels.

This includes materials used for corrosion inhibitors.

Throughout the term of the SC Nachurs Alpine Solutions Industrial shall provide the City upon demand with the most current Fluid's certification. Said certification shall be from an independent, third party laboratory and shall be performed on or just prior to the second anniversary of initial testing and thereafter every four calendar years.

If during the life of this agreement, the Fluid is to be produced by a subcontractor, documentation of the Fluid certification to the requirements of SAE AMS 1435D shall be required on the Fluid produced at the subcontractor's site in the same manner as required above with said certification being for the Fluid produced at the subcontractor's site of production.

Nachurs Alpine Solutions Industrial is to notify THE CITY WITHIN 48 HOURS OF ANY CHANGES IN THE COMPOSITION OF THE PRODUCT BEING DELIVERED. ANY CHANGES TO THE COMPOSITION OF THE PRODUCT MUST BE APPROVED PRIOR TO DELIVER OF UPDATED PRODUCT. PRODUCT INFORMATION (INCLUDING MSDS) IS INCLUDED IN THIS DOCUMENT AS EXHIBIT B.

PRODUCT DELIVERED— Alpine RF-11 (potassium acetate based, 50% by weight), I93

DELIVERED PRICE FOR ALL QUANTITIES, UNLIMITED GALLONS: **\$4.94/GALLON**

## EXHIBIT "B"

Supplier: Nachurs Alpine Solutions, LLC

Solicitation/ Award Title: Runway Deicer Chemicals

Solicitation No. /Internal File Reference Location: 0047A\_2023



## A.1.a Alpine RF-11

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Date of Issue: 12/06/2021

Version: 1.0

## SECTION 1: IDENTIFICATION

**1.1. Product Identifier****Product Form:** Mixture**Product Name:** Alpine RF-11**Product Number:** I000093, I000115, I000119**1.2. Intended Use of the Product**

Deicer

**1.3. Name, Address, and Telephone of the Responsible Party****Company**Nachurs Alpine Solutions  
421 Leader St.  
Marion, OH 43302  
740-382-5701**Company**Nachurs Alpine Solutions 30 Neville Street  
New Hamburg, ON N3A 4G7 CANADA 1-519-662-2352**1.4. Emergency Telephone Number****Emergency Number**

CHEMTREC: 1-800-424-9300

CANUTEC: 1-613-996-6666 (CANADA)

QM: 1-887-387-7745 (CANADA)

## SECTION 2: HAZAR

## IDENTIFICATION

**2.1. Classification of the Substance or Mixture****GHS-US/CA Classification**

Not classified

**2.2. Label Elements****GHS-US/CA Labeling**

No labeling applicable according to 29 CFR 1910.1200 and the Hazardous Products Regulations (HPR) SOR/2015-17.

**2.3. Other Hazards**

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

**2.4. Unknown Acute Toxicity (GHS-US/CA)**

No additional information available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

**3.1. Substance**

Not applicable

**3.2. Mixture**

Within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200] and Canada's Hazardous Products Regulations [SOR/2015-17]; the ingredients of this mixture are not required to be disclosed.

## SECTION 4: FIRST AID MEASURES

**4.1. Description of First-aid Measures****General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).**Inhalation:** When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.**Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 5 minutes. Obtain medical attention if irritation develops or persists.**Eye Contact:** Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.**Ingestion:** Rinse mouth. Do NOT induce vomiting. Obtain medical attention.**4.2. Most Important Symptoms and Effects Both Acute and Delayed****General:** Not expected to present a significant hazard under anticipated conditions of normal use.**Inhalation:** Prolonged exposure may cause irritation.

**A.1.b Alpine RF-11**

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

**Skin Contact:** Prolonged exposure may cause skin irritation.**Eye Contact:** May cause slight irritation to eyes.**Ingestion:** Ingestion may cause adverse effects.**Chronic Symptoms:** None expected under normal conditions of use.**4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed**

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

**SECTION 5: FIRE-FIGHTING MEASURES****5.1. Extinguishing Media****Suitable Extinguishing Media:** Water spray, fog, carbon dioxide (CO<sub>2</sub>), alcohol-resistant foam, or dry chemical.**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.**5.2. Special Hazards Arising From the Substance or Mixture****Fire Hazard:** Not considered flammable but may burn at high temperatures.**Explosion Hazard:** Product is not explosive.**Reactivity:** Hazardous reactions will not occur under normal conditions.**5.3. Advice for Firefighters****Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.**Firefighting Instructions:** Use water spray or fog for cooling exposed containers.**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.**Hazardous Combustion Products:** Carbon oxides (CO, CO<sub>2</sub>). Potassium oxides. Sodium oxides.**5.4. Reference to Other Sections**

Refer to Section 9 for flammability properties.

**6.1. Personal Precautions, Protective Equipment and Emergency Procedures****General Measures:** Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).**6.1.1. For Non-Emergency Personnel****Protective Equipment:** Use appropriate personal protective equipment (PPE).**Emergency Procedures:** Evacuate unnecessary personnel.**6.1.2. For Emergency Personnel****Protective Equipment:** Equip cleanup crew with proper protection.**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.**6.2. Environmental Precautions**

Prevent entry to sewers and public waters.

**6.3. Methods and Materials for Containment and Cleaning Up****For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.**6.4. Reference to Other Sections**

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

**SECTION 7: HANDLING AND STORAGE****7.1. Precautions for Safe Handling****Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures.**7.2. Conditions for Safe Storage, Including Any Incompatibilities****Technical Measures:** Comply with applicable regulations.**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.**Incompatible Materials:** Strong acids, strong bases, strong oxidizers.**7.3. Specific End Use(s)**

Deicer

## A.1.c Alpine RF-11

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

**SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION****8.1. Control Parameters**

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

**8.2. Exposure Controls**

**Appropriate Engineering Controls:** Suitable eye/body wash equipment should be available in the vicinity of any potential exposure.

Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles.



**Materials for Protective Clothing:** Chemically resistant materials and fabrics.

**Hand Protection:** Wear protective gloves.

**Eye and Face Protection:** Chemical safety goggles.

**Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

**Other Information:** When using, do not eat, drink or smoke.

**SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES****9.1. Information on Basic Physical and Chemical Properties**

Physical State	Liquid
Appearance	Blue
Odor	Characteristic slight acetic
Odor Threshold	No data available
pH	9.5 – 10.5
Evaporation Rate	No data available
Melting Point	No data available
Freezing Point	No data available
Boiling Point	No data available
Flash Point	> 100 °C (>212 °F)
Auto-ignition Temperature	No data available
Decomposition Temperature	No data available
Flammability (solid, gas)	Not applicable
Lower Flammable Limit	No data available
Upper Flammable Limit	No data available
Vapor Pressure	No data available
Relative Vapor Density at 20°C	No data available
Relative Density	No data available
Density	10.58 – 10.83 lb/gal
Specific Gravity	1.27 - 1.3
Solubility	Complete.
Partition Coefficient: N-Octanol/Water	No data available
Viscosity	Similar to water

**SECTION 10: STABILITY AND REACTIVITY****10.1. Reactivity:**

Hazardous reactions will not occur under normal conditions.

**10.2. Chemical Stability:**

Stable under recommended handling and storage conditions (see section 7).

**10.3. Possibility of Hazardous Reactions:**

Hazardous polymerization will not occur.

**A.1.d Alpine RF-11**

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

**10.4. Conditions to Avoid:**

Direct sunlight, extremely high or low temperatures, and incompatible materials.

**10.5. Incompatible Materials:**

Strong acids, strong bases, strong oxidizers.

**10.6. Hazardous Decomposition Products:**

Not expected to decompose under ambient conditions.

**SECTION 11: TOXICOLOGICAL INFORMATION****11.1. Information on Toxicological Effects - Product****Acute Toxicity (Oral):** Not classified**Acute Toxicity (Dermal):** Not classified**Acute Toxicity (Inhalation):** Not classified**LD50 and LC50 Data:**No additional information available **Skin****Corrosion/Irritation:** Not classified **pH:**

9.5 – 10.5

**Eye Damage/Irritation:** Not classified**pH:** 9.5 – 10.5**Respiratory or Skin Sensitization:** Not classified **Germ Cell****Mutagenicity:** Not classified **Carcinogenicity:** Not classified**Specific Target Organ Toxicity (Repeated Exposure):** Not classified**Reproductive Toxicity:** Not classified**Specific Target Organ Toxicity (Single Exposure):** Not classified**Aspiration Hazard:** Not classified**Symptoms/Injuries After Inhalation:** Prolonged exposure may cause irritation. **Symptoms/Injuries After Skin Contact:**Prolonged exposure may cause skin irritation. **Symptoms/Injuries After Eye Contact:** May cause slight irritation to eyes.**Symptoms/Injuries After Ingestion:** Ingestion may cause adverse effects.**Chronic Symptoms:** None expected under normal conditions of use.**11.2. Information on Toxicological Effects - Ingredient(s)****LD50 and LC50 Data:**  
No additional information available**SECTION 12: ECOLOGICAL INFORMATION****12.1. Toxicity****Ecology - General:** Not classified.**12.2. Persistence and Degradability**

<b>Alpine RF-11</b>	
<b>Persistence and Degradability</b>	Not established.

**12.3. Bioaccumulative Potential**

<b>Alpine RF-11</b>	
<b>Bioaccumulative Potential</b>	Not established.

**12.4. Mobility in Soil**

No additional information available

**12.5. Other Adverse Effects****Other Information:** Avoid release to the environment.**SECTION 13: DISPOSAL CONSIDERATIONS****13.1. Waste treatment methods****Waste Disposal Recommendations:** Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.**Ecology - Waste Materials:** Avoid release to the environment.

## SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

**14.1.** *In Accordance with DOT*

Not regulated for transport

**14.2.** *In Accordance with IMDG*

Not regulated for transport

**14.3.** *In Accordance with IATA*

Not regulated for transport

**14.4.** *In Accordance with TDG*

Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

**15.1.** *US Federal Regulations*

Neither this product nor its chemical components appear on any US federal lists, or its chemical components are not required to be disclosed.

**15.2.** *US State Regulations*

Neither this product nor its chemical components appear on any US State lists, or its chemical components are not required to be disclosed.

**15.3.** *Canadian Regulations*

This product or its components are not listed on the Canadian Domestic Substances List (DSL) or the Non-Domestic Substances List (NDSL), or are not required to be disclosed.

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Date of Preparation or Latest Revision**

**Other Information:** This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*

NA GHS SDS 2015 (Can, US)