

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF BUS WASH DETERGENT - STARTRAN
QUOTE NO: 3891
FIRST RENEWAL**

This Amendment is hereby entered into on this 27th day of May, 2014 by and between **Tighton Tools and Fasteners, 7820 "L" Street, Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 4, 2012**, under **Resolution No. A-86839**, (the "Agreement"), for **The Annual Supply of Bus Wash Detergent - STARTRAN, Quote No. 3891**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 4, 2012 through June 5, 2014**, with the option to renew for one (1) additional **two (2) year term** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional two (2) year term beginning **June 4, 2014 through June 5, 2016**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$3,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **June 4, 2014 through June 5, 2016**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$3,000.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

| |
|--|
| Dated this <u>27th</u> day |
| of <u>May</u> 2014 |
|  |

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

| | |
|---|----------------------------------|
| Company Name: (Please Print) | TIGHTEN TOOLS & FASTENERS |
| By: (Please Sign) | RANDY DUNCAN |
| By: (Please Print) | RANDY DUNCAN |
| Title: (Please Print) | REGIONAL SALES |
| Company Address: (Please Print) | 7820 L ST. OMAHA, NE |
| Company Phone & Fax: (Please Print)) | Fx: 402-331-5666 A. 402-331-5550 |
| E-Mail Address: (Please Print) | randyd@tighten.com |
| Date: (Please Print) | 5-5-14 |
| Contact Person For: "Orders or Service" (Please Print) | RANDY DUNCAN |
| Phone Number: (Please Print) | 402-706-8766 |

PH: 6/4/11

12R-101

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
BUS WASH DETERGENT - STARTRAN
QUOTE 3891**

**Tighton Tools and Fasteners
7820 L Street
Omaha, NE 68127
402.331.5550 x139**

CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 7th day of June 2012, by and between Tighton Tools and Fasteners, 7820 L Street, Omaha, NE 68127, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Supply of Bus Wash Detergent - StarTran, Quote 3891 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal and Attachment A

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.

8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum #1
 4. Federal Forms
 5. Specifications
 6. Attachment A
 7. Instructions to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]

Mayor

Approved by Resolution No. A-86839

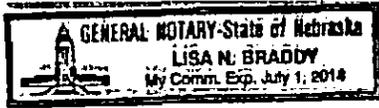
dated JUN 4 - 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Lisa N. Brady (SEAL)
Secretary



Tighten Fastener & Supply Inc.

Name of Corporation

7820 'L' Street
(Address)

By: *[Signature]* D
uly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information | |
|-----------------|---|---------------------|---|---------------------|--|
| Bid Creator | Suzanne Siemer Asst. Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68516 | Address | StarTran 710 J St. Lincoln, NE 68508 |
| Email | ssiemer@lincoln.ne.gov | Contact | Suzanne Siemer Asst. Purchasing Agent | Contact | |
| Phone | (402) 441-7414 | | | | |
| Fax | (402) 441-6513 | | | | |
| Bid Number | 3891 Addendum 1 | Department | Purchasing | Department | Building |
| Title | Annual Supply of Bus Wash Detergent - STARTRAN | Building | Suite 200 | Floor/Room | Telephone |
| Bid Type | Quote | Floor/Room | | Fax | |
| Issue Date | 03/26/2012 | Telephone | (402) 441-7414 | Email | |
| Close Date | 4/4/2012 2:00:00 PM CST | Fax | (402) 441-6513 | | |
| Need by Date | | Email | ssiemer@lincoln.ne.gov | | |

Supplier Information

Company Tighton Tools and Fasteners
 Address 7820 L Street
 Omaha, NE 68127
 Contact Matt Updike
 Department
 Building
 Floor/Room
 Telephone 1 (402) 331-5550 139
 Fax 1 (402) 614-0419
 Email mattu@tighton.com
 Submitted 4/4/2012 11:53:35 AM CST
 Total \$4,699.20

Signature _____

Supplier Notes

KARCHER KD-200 EXTRA STRENGTH VEHICLE CLEANER
 55 GALLON DRUM

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--|---|----------------------------|
| 1 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 2 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 3 | Contact | Name of person submitting this bid: | RANDY DUNCAN |
| 4 | FTA Forms | I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts. | Yes |
| 5 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 6 | Protest Procedures | I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent. | Y |
| 7 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | a)YES, b)YES c) 12-31-2012 |
| 8 | Tax Exempt Certification Forms | Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) | Yes |
| 9 | Small Business Participation | The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts? 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided. 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO | 1)yes, 444130, 65, 2)NO |

| | If NO, why? | |
|--------------------------------|--|--------------------------------------|
| 10 Assignability Conditions | I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln. | Yes |
| 11 Description of Product | I have attached a description of the product that is being offered. | Yes |
| 12 Delivery | State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. | 7-10 after receipt of purchase order |
| 13 References | I have attached three (3) references of sites where the product being bid has been provided. | Yes |
| 14 DBE Informatin | The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal. Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO? If YES, name the state or entity. What is the age of your business? What are the annual gross receipts of your business - List One: \$0 - \$500,000.00 \$500,000.00 - \$1 Million \$1 Million - \$5 Million Over \$5 Million | 15 years, over \$5 million |
| 15 Page 2 - Attachments | Please note that there is a page 2 of Attachments that you must review as part of your bid. | Yes |
| 16 Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-------|--------|--|----------|
| 1 | 1,320 | Gallon | Bus Wash Detergent *MUST BID PER GALLON (660 Gallons per Year) | \$3.56 |

Manufacturer: CSI or equivalent Manufacturer #: F-JS-090 or equivalent

Item Notes: Please list the brand and product number of the detergent in the Supplier Notes for this Line Item if it does not match the exact product listed.

Ship To: StarTran, 710 J St., Lincoln, NE 68508

Bill To: StarTran, 710 J St., Lincoln, NE 68508

Supplier Notes: KARCHER KD-200 EXTRA STRENGTH VEHICLE CLEANER SOLD IN 55 GALLON DRUMS

Response Total: \$4,699.20



April 18, 2012

Attention: City Of Lincoln

Reference: StarTran

Tighton Tools & Fasteners will honor the pricing of \$ 3.56 per gallon, for a period of two years as set forth in bid # 3891 for the annual supply of KD200 Karcher extra strength vehicle cleaner, after receipt of contract or purchase order from the City of Lincoln, Nebraska.

Thank you,

A handwritten signature in black ink that reads "Randy Duncan". The signature is written in a cursive style with a large, sweeping flourish at the end.

Randy Duncan
Tighton Tools & Fasteners
Regional Sales
Phone (402) 706-8766
randyd@tighton.com

SPECIFICATIONS BUS WASH DETERGENT STARTRAN

1. SCOPE OF WORK

- 1.1 The intent of this specification is to describe basic requirements for a concentrated water-soluble, all purpose industrial bus wash detergent for the City of Lincoln Transit Service (StarTran).
- 1.2 The following brand is an example, intended solely to indicate the size, type and class of the product desired.
 - 1.2.1 Cornhusker State Industries (CSI) "F-JS-090"
 - 1.2.2 An equivalent product will be acceptable provided it meets the salient characteristics described herein.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective vendors electronically as an addenda.
 - 1.4.2 No direct contact is allowed between Vendor and other City staff besides Purchasing throughout the bid process.
 - 1.4.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The transit program receives funding from the Federal Government for the operation of their program.
 - 1.5.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.5.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.6 The transit program has the option to purchase additional products on this bid in an amount that does not exceed 10% of the original contract amount.
 - 1.6.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.6.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, StarTran may order in a quantity less than the amount listed in the Line Items without any penalty to the City.
- 1.7 Prices submitted must include delivery, FOB destination, to:

StarTran Garage
710 J Street
Lincoln, Ne 68508
- 1.8 Supply of bus wash detergent shall be delivered as-needed upon contract execution by both parties for a period of two (2) years with the option to renew for one (1) additional two (2) year period.
- 1.9 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.10 The Vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.
 - 1.10.1 Such reports shall itemize the following information:
 - 1.10.1.1 Product type and quantities purchased.
 - 1.10.1.2 Total dollar amount of purchases.

2. **PRODUCT INFORMATION AND DELIVERY**

- 2.1 If product being bid is not the exact item specified, vendor must include a description of the product that will be offered during the term of a contract.
 - 2.1.1 This information shall be attached to the Response Attachment section of the e-bid response.
- 2.2 Proof of delivery shall require a signature by an employee from the StarTran shop.
 - 2.2.1 Failure to receive a signature from StarTran will result in loss of payment to Vendor.
- 2.3 Vendor to indicate the number of days for product to arrive at the destination after receipt of an order.
- 2.4 StarTran currently orders approximately four 55 gallon drums quarterly for an overall estimated annual usage of 660 gallons.

3. **PRODUCT REQUIREMENTS**

- 3.1 Vendor shall supply a liquid Bus Wash Detergent that will go into and operate in a StarTran's Ross and White bus wash system.
 - 3.1.1 Product shall remove dirt, road grime and road salt from the fleet of buses and handi-vans and have properties that prevents premature corrosion and paint fading.
 - 3.1.2 Product shall be a water soluble, all purpose, industrial detergent which is safe for use on all surfaces (including polished aluminum rims).
 - 3.1.3 Product shall be 100% biodegradable and not solvent based.
 - 3.1.4 Product shall be Ph neutral, yet concentrated enough to remove tough soils such as, but not limited to, carbon, creosotes, grease, oil and insects.
- 3.2 Prefer an Environmentally friendly detergent.

4. **SAMPLES**

- 4.1 Prior to award of a contract, the selected vendor may be required to furnish a sample of each item proposed, at no charge to the City/StarTran.
 - 4.1.1 Such sample will be retained by the using department for comparison with items delivered under the resulting contract.
 - 4.1.2 Samples must be of acceptable quality in order for the selected proposer to receive the contract award.

5. **AWARD OF BID**

- 5.1 Bid will be awarded based on:
 - 5.1.1 The prices indicated in the Line Item.
 - 5.1.2 Unless you are bidding the exact item specified, please provide references from at least three (3) sites where you are currently providing the same product being bid.
 - 5.1.2.2 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your e-bid response.
 - 5.1.3 Compliance with requirements as outlined in these specifications.
 - 5.1.4 Vendor's compliance with providing any requested samples of the proposed item.

ADDENDUM #1
Issue Date:04/02/12

SPECIFICATION NO.3891
FOR
Annual Supply of Bus Wash Detergent - STARTRAN

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Can you let me know if you will be purchasing this in 55 gallon drums even though the pricing is in gallons ?
A1. Please refer to section 2.4 of the specifications for information on how StarTran has been ordering this product. If a vendor does not have 55 gallon drums, please indicate the container size for the item being bid in the Response Attachment section of the e-bid. The line item pricing must be submitted as a price "per gallon".
2. The Material Safety Data Sheet is added to the attachment section of the bid.

All other terms and conditions shall remain unchanged.

Dated this 2nd Day of April, 2012.

Suzanne Siemer
Assistant Purchasing Agent.

PRODUCT NAME: LIQUID AUTO WASH
PRODUCT NUMBER: F-JS-090,091,092

MATERIAL SAFETY DATA SHEET

Per 29 CFR 1910.1200

DATE PREPARED: 11/09/10

SECTION I.

CORNHUSKER STATE INDUSTRIES
800 PIONEERS BLVD
LINCOLN, NEBRASKA 68502
PHONE: 800-348-7537 or 402-471-4597

IDENTITY (As listed on label): LIQUID AUTO WASH
HMIS HAZARD RATINGS: Health: 2
Flammability: 0
Reactivity: 0

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

| Specific Chemical Identity | Common Name(s) | CAS #: | ACGIH | OTHER LIMITS | RECOMMENDED | 1 |
|----------------------------|----------------|------------|----------|--------------|-------------|---|
| | | | OSHA PEL | TLV-TWA | | |
| Bis (Hydroxyethyl) | | 68155-07-7 | | | >1.0 | |
| Isopropyl Alcohol | | 67-63-0 | | | >1.0 | |
| Benzenesulfonic Acid | | 27323-41-7 | | | >1.0 | |
| Trisodium Phosphate | | 7601-54-9 | | | >1.0 | |
| Diethanolamine | | 111-42-2 | | | >1.0 | |

SECTION 313 SUPPLIER NOTIFICATIONS

The toxic chemicals listed above which are marked with a (*) are subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 and 40 CFR 372.

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

Boiling Point: < water Specific Gravity < 1
Vapor Pressure (mm Hg): < 1 Melting Point: Not Applicable
Vapor Density (Air=1): < 1 Evaporation Rate (water=1): < 1
Solubility in Water: Complete
Appearance and Odor: amber color, mild chemical odor

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

Flash Point (Method Used): Not Applicable
Flammable Limits: LEL N/A UEL N/A
Extinguishing Media: This material will not support combustion
Special Fire Fighting Procedures: Use NIOSH approved equipment including a positive pressure self-contained breathing apparatus.
Unusual Fire and Explosion Hazards: May release sulfur dioxide, hydrogen sulfide nitrous oxide and ammonia vapors under decomposition conditions.

PRODUCT NAME: LIQUID AUTO WASH
PRODUCT NUMBER: F-JS-090,091,092

MATERIAL SAFETY DATA SHEET

Per 29 CFR 1910.1200

DATE PREPARED: 11/09/10

SECTION V - REACTIVITY DATA

Stability: Stable
Conditions to Avoid: Not Available
Incompatibility (Materials to Avoid): This formulation may react violently with strong acids and oxidizing agents. Flammable hydrogen gas evolution may occur from reaction with materials.
Hazardous Decomposition or Byproducts: May release sulfur dioxide, hydrogen sulfide nitrous oxide and ammonia vapors under decomposition conditions
Hazardous Polymerization: None Known
Conditions to Avoid: None

SECTION VI - HEALTH HAZARD DATA

Route(s) of Entry: Ingestion? Yes Skin? No Inhalation? Yes Eyes? Yes

Health Hazards (Acute and Chronic): Direct eye contact may cause severe irritation and burns to the eye. Skin contact may cause severe irritation and burns. Inhalation can cause severe irritation to the respiratory tract.

Carcinogenicity: NTP? No IARC Monographs? No OSHA Regulated? No
Signs and Symptoms of Exposure: Eyes - redness and swelling, Skin - redness, rash. Inhalation - burning in nose, throat and lung irritation. Gastrointestinal tract-pain burning cramps, nausea, vomiting, diarrhea, bleeding and/or tissue ulceration.
Medical Conditions Generally Aggravated by Exposure: Pre-existing skin allergies

Emergency & First Aid Procedures:

- Eye Contact: Flush with large amounts of water for 15 minutes lifting upper & lower lids occasionally. Seek immediate medical attention.
- Inhalation: If affected, remove to fresh air, administer oxygen or CPR as needed and seek immediate medical attention.
- Skin Contact: Wash with mild soap and water. Remove and launder contaminated clothing before reuse and seek medical attention.
- Ingestion: DO NOT INDUCE VOMITING. Treat symptomatically/supportively and seek medical attention.

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

- Steps to be taken in case material is Released or Spilled: Keep the spill dry and out of sewers, storm drains, surface water and soil. Shovel into containers for disposal.
- Waste Disposal Method: Dispose according to Federal, State and Local Laws and 40 CFR.
- Precautions to be taken in Handling and Storing: Store between 40° and 100° F.

PRODUCT NAME: LIQUID AUTO WASH
PRODUCT NUMBER: F-JS-090,091,092

MATERIAL SAFETY DATA SHEET

Per 29 CFR 1910.1200

DATE PREPARED: 11/09/10

SECTION VIII - CONTROL MEASURES

Respiratory Protection (Specify Type): Use NIOSH/MSHA approved air purifier or air supplied respirator for organic vapors if ventilation is insufficient to prevent overexposure.

Ventilation: Mechanical (General): Sufficient

Protective Gloves: Rubber

Eye Protection: Goggles or full face shield

Other Protective Clothing or Equipment: As necessary to prevent skin contact

Work/Hygienic Practices: Wash hands after handling