

FIRST AMENDMENT TO THE PURCHASE AGREEMENT

This First Amendment to the Wastewater and Pool Chemical Purchase Agreement (“First Amendment”) is effective _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Brenntag Pacific, Inc., a Delaware corporation (“Provider”).

RECITALS

WHEREAS, on January 16, 2020, the City and Provider entered into the Purchase Agreement for wastewater and pool chemicals (“Purchase Agreement”), a copy of which is attached hereto as Exhibit A (118 pages);

WHEREAS, on July 12, 2021, Provider requested a price increase to the Citric Acid and LA Chemcolor Sodium Hypochlorite chemicals in the Purchase Agreement due to COVID-19 pandemic impacts to the supply chain and shipping costs (“Increase Request”). A copy of the Increase Request is attached hereto as Exhibit B (4 pages);

WHEREAS, the City wishes to amend the estimated quantities required per fiscal year for Citric Acid and Sodium Bisulfite, calculation as indicated in Exhibit C;

WHEREAS, the Parties wish to increase the total not to exceed amount in the Purchase Agreement from Three Hundred Seventy-Four Thousand Dollars and 00/100 (\$374,000.00) per fiscal year to a total not to exceed amount of Five Hundred Seventeen Thousand, Nine Hundred-Thirty Dollars and 00/100 (\$514,930.00) per fiscal year; and,

WHEREAS, the Purchase Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 2.1. of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

2.1. The term of this Agreement shall commence on the Effective Date and continue for a four-year period with (1) two-year extension at the sole discretion of the City Manager (the “Term”). Depending on the City’s order for the Products, the City may pay the Provider for the Products up to an amount not to exceed Five Hundred Seventeen Thousand, Nine Hundred Thirty Dollars and 00/100 (\$517,930.00) per fiscal year. The total value of for the term of this contract, including the possible renewal years, is not to exceed Two Million, Nine Hundred Sixty-Three Thousand, Six Hundred Fifty and 00/100 (\$2,963,650.00).

Fiscal Year	Annual Amount Per Fiscal Year
2020-2021	\$ 374,000.00
2021-2022	\$ 517,930.00
2022-2023	\$ 517,930.00
2023-2024	\$ 517,930.00
2024-2026 (Possible Renewal Term)	\$ 1,035,860.00
TOTAL	\$ 2,963,650.00

2. The price quoted in the Increase Request for Citric Acid, at \$7.66/gallon, shall remain in effect for the remainder of the second year of the Purchase Agreement. Pursuant to the Increase Request, Provider has agreed to re-evaluate the Citric Acid market dynamics and pricing in October to determine if market conditions are normalizing such that the Provider can decrease the price per gallon. Provider shall provide a written update to the City in October of 2021 on market conditions and whether the price per gallon can decrease.

3. The prices quoted in the Increase Request for Sodium Hypochlorite 12.5% (Bleach), at \$2.66/gallon with a break at 500 gallons at \$2.02/gallon, shall go into effect at the beginning of the third year of the Purchase Agreement (January 16, 2022). The City acknowledges that the Provider complied with Section 2.2 of the Purchase Agreement in making this request, and the City accepts the increase.

4. The Purchase Agreement is hereby amended to include an Exhibit C, which is the Exhibit C attached to this First Amendment, to amend the estimated quantities of Citric Acid and Sodium Bisulfite required for the City per fiscal year.

5. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Purchase Agreement.

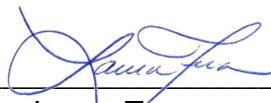
[Signature Page Follows]

IN WITNESS WHEREOF, the Provider and the City have caused this Second Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Brenntag Pacific, Inc.,
a Delaware corporation

By: _____
John Lee, Mayor

By:  _____
Name: Laura Tua
Title: Municipal Bid Manager

Attest:

By: _____
Marie E. Purcell, CMC, Acting City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Purchase Agreement

Please see attached page(s).

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of January 16, 2020 _____ (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Brenntag Pacific, Inc., a Delaware Corporation (the "Provider").

RECITALS

A. The City desires to purchase Sodium Bisulfite, Citric Acid, Hydrochloric Acid, LA Chemcolor Sodium Hypochlorite and Sodium Bicarbonate Industrial for the Water Reclamation Facility (the "Products").

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's bid dated October 7, 2019 (the "Bid") attached hereto as Exhibit A, complying with the terms of the Invitation to Bid attached hereto as Exhibit B, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for a four-year period with one (1) two-year extension at the sole discretion of the City Manager (the "Term"). Depending on the City's order quantities for the Products, the City may pay the Provider for the Products up to an amount not to exceed Three Hundred Seventy-Four Thousand Dollars and 00/100 (\$374,000.00) per fiscal year. The total value for the entire term of this contract is not to exceed Two Million Two Hundred Forty-Four Thousand Dollars and 00/100 (\$2,244,000.00).

2.2. The prices in the Bid will remain in effect for the first two (2) years of the contract term. The vendor must request any price increase in writing to the City 90 days in advance of the third year of the contract, and the City must concur. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

SECTION FIVE TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit B (Terms & Conditions of City's Bid). This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd.,N.,Suite 710 North Las Vegas, Nevada 89030 Phone: 702-633-1745
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To Provider: Brenntag Pacific, Inc.
Attention: Laura Tua, Municipal Bid Manager
10747 Patterson Place
Santa Fe Springs, CA 90670

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT MISCELLANEOUS

8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

8.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

8.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 8.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. **Public Record.** Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

8.15. **Electronic Signatures.** For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Brenntag Pacific, Inc.
a Delaware Corporation

By: 
John J. Lee, Mayor

By: 
Title: Municipal Bid Manager

Attest:
By: 
Catherine A. Raynor, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

Exhibit A

Bid

Please see attached pages

Sodium Iliet Ifier (38% liquid sodium)							
2	Quantity is estimated annual amount						
Supplier		QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes Manufacturer Manufacturer #
Brentnag Pacific, Inc.		13000	Gallon		\$2,738	\$29,094.00	
Citric Acid (50%)							
3	Quantity is estimated annual amount						
Supplier		QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes Manufacturer Manufacturer #
Brentnag Pacific, Inc.		20350	Gallon		\$4.85	\$98,697.50	
Hydrochloric Acid (20.8%)							
4	Quantity is estimated annual amount						
Supplier		QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes Manufacturer Manufacturer #
Brentnag Pacific, Inc.		27000	Pound		\$41.69	\$18,630.00	
LA Chemcolor Sodium Hypochlorite (12.5)							
5	Quantity is estimated annual amount						
Supplier		QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes Manufacturer Manufacturer #
Brentnag Pacific, Inc.		22000	Gallon		\$1.92	\$42,240.00	
Sodium Bicarbonate Industrial							
6	Quantity is estimated annual amount						
Supplier		QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes Manufacturer Manufacturer #
Brentnag Pacific, Inc.		7200	50 LB Bag		\$28.75	\$207,000.00	



October 07, 2019

City of North Las Vegas
Finance Department
Purchasing Division
2250 Las Vegas Blvd., North
Suite #708
North Las Vegas, NV 89030

RE: ITB – Bid #B-1585 Wastewater and Swimming Pool Chemicals

Our submission of a quotation in response to this bid should not be construed as an acknowledgement of our acceptance of all the contractual terms set forth in any subsequent Purchase Order, contract, or agreement to be presented at a later date to the successful bidder. Accordingly, Brenntag Pacific, Inc. reserves the right to request reasonable amendments to the contractual terms should it be the successful bidder.

Exceptions to the following sections:

Audit of Records	Pg. 6 24. (B)	The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.	Although Brenntag is the Incumbent supplier and has never had an issue with audits; If awarded, Brenntag requests the option to discuss these terms as written. Brenntag does not normally agree to pay for audits and travel related fees.
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*Brenntag Pacific, Inc. Regional Headquarters
10747 Patterson Place, Santa Fe Springs, CA 90670
(562) 903-9626 - Fax (562) 944-7484*

Brenntag is the global market leader in full-line chemical distribution. Linking chemical manufacturers and chemical users, Brenntag provides business-to-business distribution solutions for industrial and specialty chemicals globally. With over 10,000 products and a world-class supplier base, Brenntag offers one-stop-shop solutions to about 160,000 customers.

Our goal is to be the safest chemical distributor worldwide. This commitment encompasses the health and safety of our employees as well as product safety and the protection of the environment. Safety is part of our corporate strategy.

Worldwide, Brenntag operates in line with the "safety first" principle and has implemented a global strategy in the areas of health and safety and protection of the environment (HSE strategy). This is realized in a variety of ways in the company's regions and is practiced by every one of our employees. Brenntag is bound by the highest standards in the industry and adopts policies which in many countries far exceed statutory requirements. We are continuously working to further improve our company's safety culture.

The value-added services include just-in-time delivery, product mixing, formulation, repackaging, inventory management, drum return handling as well as extensive technical support. Headquartered in Mülheim/Ruhr, Germany, the company operates a global network with more than 400 locations in nearly 70 countries.

Brenntag's board of management is formed by a highly experienced management team with outstanding business experience and operational excellence who combine over 115 years of experience in the chemical distribution sector.

We are committed to integrity in our business transactions, in our dealings with customers, suppliers and competitors and towards our employees and the public.

Brenntag Pacific has many locations throughout the pacific and northwestern states to serve your chemical needs.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT A
BID SUBMITTAL SHEET**

ITEM NO.	DESCRIPTION	MANUFACTURER USED BY RESPONDENT	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	Cost Per (Includes Delivery Costs)	TOTAL COST
1.	Sodium Hypochlorite (5.25%)	Kemira	13,000	Pound	\$0.1590	\$2,067.00
2.	Sodium Bisulfite (38% liquid sodium)	Brenntag Pacific, Inc.	13,000	Gallon	\$2.238	\$29,094
3.	Citric Acid (50%)	Brenntag Pacific, Inc.	20,350	Gallon	\$4.85	\$98,697.50
4.	Hydrochloric Acid (20 BE)	Brenntag Pacific, Inc.	27,000	Pound	\$.69	\$18,630.00
5.	LA Chemcolor Sodium Hypochlorite (12.5)	Brenntag Pacific, Inc.	22,000	Gallon	\$2.56/g < 500 gals \$1.92/g > 501 gals	
6.	Sodium Bicarbonate Industrial	Genesis Specialty Alkali	7,200	50 Pound Bag	\$28.75/bag	\$207,000

Total Bid Amount \$ _____

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION. Cost per item must include all shipping and handling costs.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: 3-5 days ARO _____

Payment Terms: Net 30 _____ Percent _____ Days

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT B
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to BID B-1585 Wastewater and Swimming Pool Chemicals and constitutes an offer by this company to enter into a contract as described herein.

Laura Tua
Brenntag Pacific, Inc.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

October 14, 2019

AUTHORIZED SIGNATURE DATE

Municipal Bid Manager 562 903-9626 562 944-7484

TITLE TELEPHONE NUMBER FAX NUMBER

10747 Patterson Place

ADDRESS OF RESPONDENT

Santa Fe Springs, CA 90670

CITY STATE ZIP CODE

ltua@brenntag.com
E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

ADDENDA ACKNOWLEDGED

Addendum No. 1 Initial LNT Addendum No. _____ Initial _____

Addendum No. _____ Initial _____ Addendum No. _____ Initial _____

Addendum No. _____ Initial _____ Addendum No. _____ Initial _____

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

☒ No ☐ Yes If YES specify ☐ MBE ☐ WBE ☐ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☒ No ☐ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: Brenntag Pacific, Inc.

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Brenntag has been in business for over 30 years and is the City's current incumbent supplier.

Cover letter attached with company's qualifications and eservices.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: Metropolitan Water District of So Cal

Company Address: 700 North Alameda Street
Los Angeles, CA 90012

Point of Contact: Karl Kolbadi **Phone Number:** 213 217-7607

E-Mail Address: kkolbadi@mwdeh2o.com

Brief Description of Contract Scope: Supply and delivery of various Bulk and Packaged chemicals

Term of Contract (Base plus Option Years): 2 years with additional 3, one-year renewals

Year of Base Contract Award: 2014 **Year Contract Completed:** 2019

Base Contract Amount: \$ 2,000,000 **Total Contract Amount (including all option years)** \$ 10,000,000

Did the contract contain a liquidated damages clause? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO **If yes, what was the amount assessed?** \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: Edison Material Supply_MountainView Power Plant
Company Address: 2492 San Bernardino Ave. Redlands, CA 92374
Point of Contact: Cheryl Downey Phone Number: _____
E-Mail Address: cheryl.downey@SCE.com
Brief Description of Contract Scope: Supply and delivery of various Bulk and Packaged chemicals

Term of Contract (Base plus Option Years): 5 years
Year of Base Contract Award: 2014 Year Contract Completed: 2020
Base Contract Amount: \$ 1.5M Total Contract Amount (including all option years) \$ _____
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO
If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: ACCIONA Solar Power
Company Address: Headquarters: 55 E. Monroe Street, Suite 1925, Chicago, IL 60603
Point of Contact: Patrick McCarthy Phone Number: 312 870-1437
E-Mail Address: pmccarthy@acciona.com
Brief Description of Contract Scope: Supply and delivery of various Bulk and Packaged chemicals

Term of Contract (Base plus Option Years): 3 years
Year of Base Contract Award: 2018 Year Contract Completed: 2021
Base Contract Amount: \$ 500,000 Total Contract Amount (including all option years) \$ 1.5M
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO
If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Laura Tua, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 14th day of October, 2019.

Signature _____



State of California

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT E- Non-Collusion Affidavit

State of California County of Los Angeles

Dave Eckelbarger being first duly sworn deposes that:

- (1) He/She is the President of Brenntag Pacific, Inc., the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____
Title:

Subscribed and sworn to before me this 14 th day of October 2019.

Laura Nunez-Tua
Notary Public

My Commission expires: April 11, 2022

*** Notarized copy attached separately



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT F- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

Laura Tua

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

AUTHORIZED SIGNATURE

Brenntag Pacific, Inc.

LEGAL NAME OF RESPONDENT

October 14, 2019

DATE

Municipal Bid Manager

TITLE



The Public Health and Safety Organization

NSF Product and Service Listings

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Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Pacific, Inc.

10747 Patterson Place

Santa Fe Springs, CA 90670

United States

323-562-9500

Visit this company's website (<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-pacific/index.jsp>)

Facility : Chula Vista, CA

Sodium Hypochlorite[CL]

Trade Designation

12.5% Sodium Hypochlorite

Bleach 12.5%

L A Chemclor

LA Chemchlor

Sodium Hypochlorite 12.5%

Product Function

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Algicide

Disinfection & Oxidation

Max Use

84mg/L

84mg/L

84mg/L

84mg/L

84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fresno, CA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Bleach 12.5%	Disinfection & Oxidation	61mg/L
ECOLAB XY-12	Disinfection & Oxidation	103mg/L
L.A. Chemchlor 12.5%	Disinfection & Oxidation	61mg/L
Sodium Hypochlorite	Disinfection & Oxidation	61mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	61mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

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Facility : Imperial, CA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 12.5%	Algicide	84mg/L
	Disinfection & Oxidation	

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, CA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Bleach 12.5%	Disinfection & Oxidation	61mg/L
ECOLAB XY-12	Disinfection & Oxidation	103mg/L
L.A. Chemchlor 12.5%	Disinfection & Oxidation	61mg/L
Sodium Hypochlorite	Disinfection & Oxidation	61mg/L

Sodium Hypochlorite 12.5%

Disinfection & Oxidation

61mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : South Gate, CA**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
12.5% Sodium Hypochlorite	Disinfection & Oxidation	84mg/L
Bacticide	Algicide	
	Disinfection & Oxidation	84mg/L
Bleach 12.5%	Algicide	
	Disinfection & Oxidation	84mg/L
L A Chemchlor	Algicide	
	Disinfection & Oxidation	84mg/L
LA Chemchlor	Algicide	
	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite	Algicide	
	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Algicide	
	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite Solution	Algicide	
	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Billings, MT**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
12.5% Sodium Hypochlorite	Disinfection & Oxidation	76mg/L
Bleach 12.5%	Disinfection & Oxidation	76mg/L
L.A. Chemchlor 12.5%	Disinfection & Oxidation	76mg/L

Sodium Hypochlorite	Disinfection & Oxidation	76mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	76mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : North Las Vegas, NV

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
12.5% Sodium Hypochlorite	Algicide	84mg/L
	Disinfection & Oxidation	
Bleach 12.5%	Algicide	84mg/L
	Disinfection & Oxidation	
L A Chemchlor	Algicide	84mg/L
	Disinfection & Oxidation	
Sodium Hypochlorite 12.5%	Algicide	84mg/L
	Disinfection & Oxidation	

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Portland, OR

Sodium Hypochlorite[CL]		
Trade Designation	Product Function	Max Use
12.5% Sodium Hypochlorite	Disinfection & Oxidation	84mg/L
	Algicide	
Bacticide	Disinfection & Oxidation	84mg/L
	Algicide	
Bleach 12.5%	Disinfection & Oxidation	84mg/L
	Algicide	
L A Chemchlor	Disinfection & Oxidation	84mg/L
	Algicide	
LA Chemchlor	Disinfection & Oxidation	84mg/L
	Algicide	

Sodium Hypochlorite	Disinfection & Oxidation Algicide	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation Algicide	84mg/L
Sodium Hypochlorite Solution	Disinfection & Oxidation Algicide	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 41

Processing time was 1 seconds



The Public Health and Safety Organization

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Hydrochloric+Acid&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Pacific, Inc.

10747 Patterson Place

Santa Fe Springs, CA 90670

United States

323-562-9500

Visit this company's website

<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-pacific/index.jsp>

Facility : Chandler, AZ

Hydrochloric Acid

Trade Designation

Hydrochloric Acid 15%

Hydrochloric Acid 20 Be

Hydrochloric Acid 22 Be

Muriatic Acid

Product Function

Corrosion & Scale Control
pH Adjustment

Corrosion & Scale Control
pH Adjustment

Corrosion & Scale Control
pH Adjustment

Corrosion & Scale Control
pH Adjustment

Max Use

80mg/L

40mg/L

40mg/L

40mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fresno, CA

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Hydrochloric Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L
Hydrochloric Acid 20BE	Corrosion & Scale Control pH Adjustment	40mg/L
Hydrochloric Acid 22BE	Corrosion & Scale Control pH Adjustment	40mg/L
Muriatic Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Muriatic Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Muriatic Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, CA

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Hydrochloric Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L
Hydrochloric Acid 20BE	Corrosion & Scale Control pH Adjustment	40mg/L
Hydrochloric Acid 22BE	Corrosion & Scale Control pH Adjustment	40mg/L

Muriatic Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Muriatic Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Muriatic Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : South Gate, CA

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Hydrochloric Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Hydrochloric Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L
Hydrochloric Acid 20BE	Corrosion & Scale Control pH Adjustment	40mg/L
Hydrochloric Acid 22BE	Corrosion & Scale Control pH Adjustment	40mg/L
Muriatic Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Muriatic Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Muriatic Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Portland, OR

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L

Hydrochloric Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Hydrochloric Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L
Hydrochloric Acid 20BE	Corrosion & Scale Control pH Adjustment	40mg/L
Hydrochloric Acid 22BE	Corrosion & Scale Control pH Adjustment	40mg/L
Muriatic Acid 15%	Corrosion & Scale Control pH Adjustment	80mg/L
Muriatic Acid 18%	Corrosion & Scale Control pH Adjustment	70mg/L
Muriatic Acid 20%	Corrosion & Scale Control pH Adjustment	63mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 36

Processing time was 1 seconds



The Public Health and Safety Organization

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NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Pacific, Inc.

10747 Patterson Place

Santa Fe Springs, CA 90670

United States

323-562-9500

Visit this company's website (<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-pacific/index.jsp>)

Facility : Chandler, AZ

Citric Acid

Trade Designation

Citric Acid 50%[1] [2]

Citric Acid 50%

Citric Acid Solution

Citric Acid Solution[1] [2]

Product Function

Membrane Cleaner

pH Adjustment

pH Adjustment

Membrane Cleaner

Max Use

NA

250mg/L

250mg/L

NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fresno, CA**Citric Acid**

Trade Designation	Product Function	Max Use
Citric Acid[1] [2]	Membrane Cleaner	NA
Citric Acid	pH Adjustment	250mg/L
Citric Acid Solution	pH Adjustment	250mg/L
Citric Acid Solution[1] [2]	Membrane Cleaner	NA

[1] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, CA**Citric Acid**

Trade Designation	Product Function	Max Use
Citric Acid 50%	pH Adjustment	250mg/L
Citric Acid 50%[1] [2]	Membrane Cleaner	NA
Citric Acid Solution[1] [2]	Membrane Cleaner	NA
Citric Acid Solution	pH Adjustment	250mg/L

[1] This product is designed to be used off-line and flushed prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : South Gate, CA**Citric Acid**

Trade Designation	Product Function	Max Use
Citric Acid[4] [5]	Membrane Cleaner	NA
Citric Acid	pH Adjustment	250mg/L

Citric Acid 50%[4] [5]	Membrane Cleaner	NA
Citric Acid 50%	pH Adjustment	250mg/L
Citric Acid Solution[4] [5]	Membrane Cleaner	NA
Citric Acid Solution	pH Adjustment	250mg/L

[4] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[5] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Portland, OR

Citric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Citric Acid 50%[1] [2]	Membrane Cleaner	NA
Citric Acid 50%	pH Adjustment	250mg/L
Citric Acid Solution	pH Adjustment	250mg/L
Citric Acid Solution[1] [2]	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 22

Processing time was 0 seconds



The Public Health and Safety Organization

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Sodium+Bisulfite&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Pacific, Inc.

10747 Patterson Place

Santa Fe Springs, CA 90670

United States

323-562-9500

Visit this company's website (<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-pacific/index.jsp>)

Facility : Chandler, AZ

Sodium Bisulfite[4]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 25%	Dechlorinator & Antioxidant	69mg/L
Sodium Bisulfite 40%	Dechlorinator & Antioxidant	46mg/L

[4] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fresno, CA**Sodium Bisulfite[3]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Anti Chlor 30	Antioxidant	61mg/L
Sodium Bisulfite 25%	Antioxidant	38mg/L
Sodium Bisulfite 30%	Antioxidant	61mg/L
Sodium Bisulfite 38%	Antioxidant	38mg/L
Sodium Bisulfite 40%	Antioxidant	38mg/L

[3] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, CA**Sodium Bisulfite[4]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Anti Chlor 30	Antioxidant	61mg/L
Sodium Bisulfite 25%	Antioxidant	38mg/L
Sodium Bisulfite 30%	Antioxidant	61mg/L
Sodium Bisulfite 38%	Antioxidant	38mg/L
Sodium Bisulfite 40%	Antioxidant	38mg/L

[4] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : South Gate, CA**Sodium Bisulfite[2]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Anti Chlor 30	Antioxidant	61mg/L
Sodium Bisulfite 25%	Antioxidant	38mg/L

Sodium Bisulfite 30%	Antioxidant	61mg/L
Sodium Bisulfite 38%	Antioxidant	38mg/L
Sodium Bisulfite 40%	Antioxidant	38mg/L

[2] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppl (0.1 mg/L).

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Portland, OR

Sodium Bisulfite[3]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Anti Chlor 30	Antioxidant	61mg/L
Sodium Bisulfite 25%	Antioxidant	38mg/L
Sodium Bisulfite 30%	Antioxidant	61mg/L
Sodium Bisulfite 38%	Antioxidant	38mg/L
Sodium Bisulfite 40%	Antioxidant	38mg/L

[3] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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Number of matching Manufacturers is 1

Number of matching Products is 22

Processing time was 0 seconds



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NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Pacific, Inc.

10747 Patterson Place

Santa Fe Springs, CA 90670

United States

323-562-9500

[Visit this company's website](#)

<http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-pacific/index.jsp>

Facility : Chandler, AZ

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride 37-42%	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fresno, CA

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, CA**Ferric Chloride**

Trade Designation	Product Function	Max Use
Ferric Chloride	Coagulation & Flocculation	250mg/L
Ferric Chloride Liquid	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : South Gate, CA**Ferric Chloride**

Trade Designation	Product Function	Max Use
Ferric Chloride	Coagulation & Flocculation	250mg/L
Ferric Chloride 40%	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 9

Processing time was 0 seconds

BRENNTAG

Certificate of Analysis

Sodium Hypochlorite 12.5%

<u>Tests</u>	<u>Specifications</u>	<u>Results</u>
Available Chlorine	Minimum of 12.5%	12.66
Appearance	Clear, to light yellow liquid	Pass

Lot Number: FR-427937-092017

Bulk: OCA-500924-5

QC: 

Date: 09/20/17



**CERTIFIED
NSF/ANSI 60**

Maximum Use for Potable Water
61 Mg/Liter

Brenntag Pacific Inc.,

175 N Hughes Ave
Fresno, CA 93706

Phone: (559) 485-4150
Fax: (559) 485-0605

124957

Brenntag Pacific, Inc.



Certificate of Analysis

FERRIC CHLORIDE SOLUTION

Sample Date: 10/8/2019
Batch#: -
SO Number: 79846
BOL Number: 33864
PO Number: 560876

LOT# PNC-560876

<u>Tests</u>	<u>Specifications</u>	<u>Results</u>
Specific Gravity:	Straight @ 20 C	1.410
Ferric Chloride %:	38.00% - 41.00%	40.00 %
Analyst:	Signed Electronically valid without signature	Signed Electronically valid without signature

IMPORTANT: All information provided is believed to be accurate and complete. The data provided is representative of the product quality on the date of analysis for the lot number indicated. This certificate of analysis may not include all of the constituents of the product. Persons using this information should make their own determination regarding its suitability for their particular application. This certificate of analysis shall not in any way limit or preclude the operation and effect of the applicable terms and conditions of sale.

Brenntag Pacific, Inc
175 N. Hughes Ave.
Fresno, CA 93706
Telephone: (559) 485-4150
Fax: (559) 485-0605



**CERTIFIED
NSF/ANSI 60**

Maximum Use Level for Potable Water
250 mg/L

Brenntag Pacific, Inc.



Certificate of Analysis

Citric Acid 50%

Date: 10/08/2019

Lot No.: SG-503593

<u>Tests</u>	<u>Specifications</u>	<u>Results</u>
Appearance:	Clear Colorless Liquid, Substantially Free of Suspended Matter	Pass
Specific Gravity @ 20 ⁰ C:	1.2445 -1.2565	1.2487
% Assay, Citric Acid	50.0 – 52.0 %	50.80
Color, Pt-Co	10 Max	< 10

Approved By: Nader G. L. Louca
Nader Louca
Quality Control Chemist

Issued Date: 01/08/2014: Bulk Code: 585892

Brenntag Pacific, Inc.
4545 Ardine Street
South Gate, CA 90280

Telephone: (323) 832-5000
Fax: (323) 773-0909



Brenntag Pacific, Inc.

BRENNTAG



Certificate of Analysis

Hydrochloric Acid 20°Be

Date: 10/11/2019

Lot No.: SG-505078

Reference No.: RGT-561517

Reference Ven.: Reagent Chemical & Research

Tests

Appearance:

Specific Gravity @ 60 °F:

% Hydrochloric Acid:

Color (A.P.H.A.):

Iron (Fe), ppm:

Results

Clear to Straw Colored Liquid

1.1633

32.05

< 5

< 0.17

Maximum use level 40 mg/L

Approved By: Nader G. L. Louca
Nader Louca
Quality Control Chemist

Brenntag Pacific, Inc.
4545 Ardine Street
South Gate, CA 90280

Telephone: (323) 832-5000
Fax: (323) 773-0909

QA
QUALITY ASSURANCE



Genesis Specialty Alkali LLC
1735 Market Street
Philadelphia PA 19103

CUSTOMER CONTACT & FAX

FOR CUSTOMER SERVICE PLEASE CALL: 2158454516

1 of 1

Certificate of Analysis



Shipped to:
BRENNTAG
5700 NW FRONT AVE
PORTLAND OR 97210

Order # : 2022280
Delivery # : 4960070
Customer PO : 559855
NET WEIGHT : 17,150 LB

Ship Date: 07-Oct-2019

Certificate Date : 07-Oct-2019

Product: INDUSTRIAL SODIUM BICARB 50 LB BG

The MUL (maximum use level) is 100 mg/L under NSF/ANSI Standard 60

PROPERTY INSPECTION METHOD	SPECIFICATION	BATCH: 0001547830 MFG. DATE: 19-Sep-2019
Container Identification		19-262
Sodium Bicarbonate, NaHCO_3 , %		99.91
Bulk Density, lbs/ft ³		68.7
US + 100 Mesh, Cumulative %	5.0 - 80.0	50.8
US + 200 Mesh, Cumulative %	20.0 - 100.0	90.4
US + 325 Mesh, Cumulative %	50.0 - 100.0	95.4

Authorized By:

Manufacturing Location:
Genesis Alkali, LLC
Highway 374
P.O. Box 872
Green River, WY 82935
U.S.A

MSDS AVAILABLE @ ALKALI.GENESISENERGY.COM

BRENNTAG PACIFIC
PART NUMBER:
LOT NUMBER: DSP-557305



DIMMITT SULFUR PRODUCTS

P.O. Box 1008 Dimmitt, TX 79027
Telephone (806) 647-2121 Fax (806) 647-2126

SODIUM BISULFITE, 40%



CERTIFIED TO NSF/ANSI 60
MAXIMUM USE LEVEL FOR POTABLE WATER - 46 mg/l

CERTIFICATE OF ANALYSIS

Customer Name: **BRENNTAG PACIFIC-SOUTHGATE**
4545 ARDINE STREET
City, State, Zip: **SOUTHGATE, CA 90280**

Product: **SODIUM BISULFITE, 40%**
Sample Date: **09/07/19**
Lot Number: **23-090719**
P.O. Number: **557305 (UTLX640576)**
Mfg. Date: **09/07/19**
Release Date: **09/09/19**

ANALYTICAL RESULTS

<u>PARAMETER</u>	<u>SPECIFICATION</u>	<u>ACTUAL</u>
Appearance:	Pale Yellow, Clear Liquid	CLEAR LT YELLOW
Odor:	Pungent Sulfur Dioxide	SO₂
Assay (as NaHSO ₃) %:	39.0 - 41.0	40.62
pH @ 70° F:	3.5 - 5.0	4.80 @ 70° F
Specific Gravity @ 70° F:	1.331- 1.348	1.344 @ 70° F
Iron (as Fe) ppm:	< 3 ppm	.54 PPM
Heavy Metals (as Pb) ppm:	< 5 ppm	< 5 PPM

Analyst: **Terry Smotherman**

Approved by: **John Furr**

1. Identification

Product identifier SODIUM BISULFITE 38-40%
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer
Company name Brenntag Pacific Inc.
Address 10747 Patterson Place
Santa Fe Springs, CA 90670
Telephone 562-903-9626
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Acute toxicity, oral Category 4
Skin corrosion/irritation Category 2
Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Harmful if swallowed. Causes skin irritation. Causes serious eye damage.
Precautionary statement
Prevention Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Wear eye protection/face protection. Wear protective gloves.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin: Wash with plenty of water. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse.
Storage Store away from incompatible materials.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 100% of the mixture consists of component(s) of unknown acute dermal toxicity. 60% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SULFUROUS ACID, SODIUM SALT (1:1)		7631-90-5	40
Other components below reportable levels			60

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Remove contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Rinse mouth. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Get medical advice/attention if you feel unwell.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Skin irritation. May cause redness and pain.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not get this material in contact with eyes. Do not taste or swallow. Avoid contact with eyes, skin, and clothing. When using, do not eat, drink or smoke. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value
SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5)	TWA	5 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5)	TWA	5 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide eyewash station. Eye wash fountain and emergency showers are recommended.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other Wear appropriate chemical resistant clothing.

Respiratory protection In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color Colorless

Odor PUNGENT SULFUR DIOXIDE

Odor threshold Not available.

pH Not available.

Melting point/freezing point 45 °F (7.22 °C)

Initial boiling point and boiling range 212 °F (100 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	11.19 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	60 % estimated
Specific gravity	1.34

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Causes skin irritation.
Eye contact	Causes serious eye damage.
Ingestion	Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Skin irritation. May cause redness and pain.

Information on toxicological effects

Acute toxicity	Harmful if swallowed.
Skin corrosion/irritation	Causes skin irritation.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	Not classifiable as to carcinogenicity to humans.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Not listed.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not regulated.	
US. National Toxicology Program (NTP) Report on Carcinogens	
Not listed.	

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
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Components	Species	Test Results
SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5)		
Aquatic		
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 240 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN2693
UN proper shipping name	BISULFITE,AQUEOUS SOLUTIONS,N.O.S.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	154
DOT information on packaging may be different from that listed.	

DOT



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

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

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

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

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date 04-01-2015

Revision date 01-24-2018

Material name: SODIUM BISULFITE 38-40%

484247 Version #: 22 Revision date: 01-24-2018 Issue date: 04-01-2015

SDS US

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Version #	22
HMS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	Hazard(s) identification: Prevention Hazard(s) identification: Response

1. Identification

Product identifier	FERRIC CHLORIDE 38-42% NSF WATER TREATMENT	
Other means of identification	None.	
Recommended use	ALL PROPER AND LEGAL PURPOSES	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Brenntag Pacific Inc.	
Address	10747 Patterson Place Santa Fe Springs, CA 90670	
Telephone	562-903-9626	
E-mail	Not available.	
Emergency phone number	800-424-9300	CHEMTREC

2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Acute toxicity, oral	Category 2
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 2
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Not classified.	
OSHA defined hazards	Not classified.	
Label elements		



Signal word	Danger
Hazard statement	Fatal if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation. May cause damage to organs.
Precautionary statement	
Prevention	Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response	If swallowed: Immediately call a poison center/doctor. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	40% of the mixture consists of component(s) of unknown acute dermal toxicity. 59.26% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
IRON CHLORIDE (FECL3)		7705-08-0	40
HYDROCHLORIC ACID		7647-01-0	0.74
Other components below reportable levels			59.26

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Do not use mouth-to-mouth method if victim ingested the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Prevent entry into waterways, sewer, basements or confined areas. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling

Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. When using, do not eat, drink or smoke. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	7 mg/m3
		5 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	2 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	7 mg/m3
		5 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment. Chemical respirator with organic vapor cartridge.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

REDDISH-BROWN

Odor

SLIGHTLY PUNGENT

Odor threshold

Not available.

pH

2

Melting point/freezing point

-10 °F (-23.33 °C)

Initial boiling point and boiling range 365.06 °F (185.03 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure Not available.

Vapor density Not available.

Relative density Not available.

Solubility(ies)

Solubility (water) Not available.

Partition coefficient (n-octanol/water) Not available.

Auto-ignition temperature Not available.

Decomposition temperature Not available.

Viscosity Not available.

Other information

Density 11.96 lbs/gal

Explosive properties Not explosive.

Oxidizing properties Not oxidizing.

Percent volatile 59.26 % estimated

Specific gravity 1.43

10. Stability and reactivity

Reactivity The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical stability Material is stable under normal conditions.

Possibility of hazardous reactions Hazardous polymerization does not occur.

Conditions to avoid Contact with incompatible materials.

Incompatible materials Strong oxidizing agents.

Hazardous decomposition products No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation May cause damage to organs by inhalation. May cause irritation to the respiratory system. Prolonged inhalation may be harmful.

Skin contact Causes severe skin burns.

Eye contact Causes serious eye damage.

Ingestion Fatal if swallowed. Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.

Information on toxicological effects

Acute toxicity In high concentrations, vapors are anesthetic and may cause headache, fatigue, dizziness and central nervous system effects. Fatal if swallowed.

Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
<u>Acute</u>		
Inhalation		
LC50	Rat	1405 ppm, 4 Hours
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	Not a respiratory sensitizer.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	Not classifiable as to carcinogenicity to humans.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
HYDROCHLORIC ACID (CAS 7647-01-0)	3 Not classifiable as to carcinogenicity to humans.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)		
Not regulated.		
US. National Toxicology Program (NTP) Report on Carcinogens		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	May cause damage to organs. May cause respiratory irritation.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Not an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful.	

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
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Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
Aquatic		
Fish	LC50	Western mosquitofish (Gambusia affinis) 282 mg/l, 96 hours
IRON CHLORIDE (FECL3) (CAS 7705-08-0)		
Aquatic		
Crustacea	EC50	Water flea (Daphnia magna) 9.6 mg/l, 48 hours
Fish	LC50	Bluegill (Lepomis macrochirus) 20.26 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.	
Bioaccumulative potential	No data available.	
Mobility in soil	No data available.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information**DOT**

UN number	UN2582
UN proper shipping name	FERRIC CHLORIDE, SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	154

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number	UN2582
UN proper shipping name	FERRIC CHLORIDE, SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	154

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1050
UN proper shipping name	HYDROGEN CHLORIDE, ANHYDROUS, MARINE POLLUTANT
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Packing group	Not available.
Environmental hazards	
Marine pollutant	Yes
EmS	F-C, S-U

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

DOT**IATA**

IMDG



Marine pollutant



General information

IMDG Regulated Marine Pollutant.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

HYDROCHLORIC ACID (CAS 7647-01-0) Listed.

IRON CHLORIDE (FECL3) (CAS 7705-08-0) Listed.

SARA 304 Emergency release notification

HYDROCHLORIC ACID (CAS 7647-01-0) 5000 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity (pounds)	Threshold planning quantity (pounds)	Threshold planning quantity, lower value (pounds)	Threshold planning quantity, upper value (pounds)
HYDROCHLORIC ACID	7647-01-0	5000	500		

SARA 311/312 Hazardous chemical

Classified hazard categories
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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

HYDROCHLORIC ACID (CAS 7647-01-0)

Safe Drinking Water Act (SDWA)

Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

HYDROCHLORIC ACID (CAS 7647-01-0) 20 %WV

DEA Exempt Chemical Mixtures Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

HYDROCHLORIC ACID (CAS 7647-01-0)

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date 06-06-2015

Revision date 02-19-2019

Version # 12

HMIS® ratings Health: 3
Flammability: 0
Physical hazard: 0

NFPA ratings Health: 3
Flammability: 0
Instability: 0

Disclaimer While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

Revision information

Hazard(s) identification: Hazard statement

Hazard(s) identification: Response

Hazard(s) identification: GHS Symbols

Hazard(s) identification: Supplemental information

First-aid measures: Inhalation

Handling and storage: Conditions for safe storage, including any incompatibilities

Physical and chemical properties: Color

Toxicological information: Acute toxicity

Toxicological information: Ingestion

1. Identification

Product identifier CITRIC ACID 50%
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information
Manufacturer

Company name Brenntag Pacific Inc.
Address 10747 Patterson Place
 Santa Fe Springs, CA 90670
Telephone 562-903-9626
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 2
 Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements


Signal word Danger
Hazard statement Causes skin irritation. Causes serious eye damage.

Precautionary statement

Prevention Wash thoroughly after handling. Wear eye protection/face protection. Wear protective gloves.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin: Wash with plenty of water. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 50% of the mixture consists of component(s) of unknown acute dermal toxicity. 50% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients
Mixtures

Chemical name	Common name and synonyms	CAS number	%
1,2,3-PROPANETRICARBOXYLIC ACID, 2-HYDROXY-		77-92-9	50
Other components below reportable levels			50

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Remove contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Skin irritation. May cause redness and pain.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not get this material in contact with eyes. Avoid contact with eyes, skin, and clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide eyewash station. Eye wash fountain and emergency showers are recommended.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.
Other	Wear appropriate chemical resistant clothing.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance**

Physical state	Liquid.
Form	Liquid.
Color	CLEAR COLORLESS
Odor	ODORLESS
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	15 °F (-9.44 °C)
Initial boiling point and boiling range	212 °F (100 °C) estimated
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	1850 °F (1010 °C) estimated
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.32 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	50 % estimated
Specific gravity	1.24

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

Inhalation	No adverse effects due to inhalation are expected.
Skin contact	Causes skin irritation.
Eye contact	Causes serious eye damage.
Ingestion	Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Skin irritation. May cause redness and pain.

Information on toxicological effects

Acute toxicity	Not known.
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Components	Species	Test Results
1,2,3-PROPANETRICARBOXYLIC ACID, 2-HYDROXY- (CAS 77-92-9)		
<u>Acute</u>		
Oral		
LD50	Mouse	5040 mg/kg
	Rat	6730 mg/kg

Skin corrosion/irritation	Causes skin irritation.
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Serious eye damage/eye irritation	Causes serious eye damage.
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Respiratory or skin sensitization

Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Carcinogenicity	Not classifiable as to carcinogenicity to humans.
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IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
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Specific target organ toxicity - single exposure	Not classified.
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Specific target organ toxicity - repeated exposure	Not classified.
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Aspiration hazard	Not an aspiration hazard.
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12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.

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

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

Not regulated as dangerous goods.

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
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TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical	Yes
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Classified hazard categories	Skin corrosion or irritation Serious eye damage or eye irritation
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SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA)	Not regulated.
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US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date	04-08-2015
Revision date	01-22-2019
Version #	39
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

1. Identification

Product identifier HYDROCHLORIC ACID 20 BE
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer
Company name Brenntag Pacific Inc.
Address 10747 Patterson Place
Santa Fe Springs, CA 90670
Telephone 562-903-9626
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1
Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement
Prevention Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 68.5% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
HYDROCHLORIC ACID		7647-01-0	31.5
Other components below reportable levels			68.5

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Coughing.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Prevent entry into waterways, sewer, basements or confined areas.</p> <p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	7 mg/m ³
		5 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	2 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	7 mg/m ³
		5 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical goggles are recommended. Wear suitable acid gas respirator with full face shield where required.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment. Wear suitable acid gas respirator with full face shield where required.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	COLORLESS TO SLIGHTLY YELLOW

Odor PUNGENT

Odor threshold Not available.

pH 1

Melting point/freezing point -63 °F (-52.78 °C)

Initial boiling point and boiling range 107.08 °F (41.71 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	9.67 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	68.5 % estimated
Specific gravity	1.16

10. Stability and reactivity

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

11. Toxicological information**Information on likely routes of exposure**

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Coughing.

Information on toxicological effects

Acute toxicity	Not known.
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Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
<u>Acute</u>		
Inhalation		
LC50	Rat	1405 ppm, 4 Hours
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Serious eye damage/eye irritation	Causes serious eye damage.	

Material name: HYDROCHLORIC ACID 20 BE

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SDS US

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Respiratory or skin sensitization

Respiratory sensitization Not a respiratory sensitizer.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity Not classifiable as to carcinogenicity to humans.

IARC Monographs. Overall Evaluation of Carcinogenicity

HYDROCHLORIC ACID (CAS 7647-01-0) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

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

Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
Aquatic		
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 282 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.	
Bioaccumulative potential	No data available.	
Mobility in soil	No data available.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

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

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number UN1789

UN proper shipping name HYDROCHLORIC ACID

Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group II

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

ERG number 157

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

DOT



General information

IMDG Regulated Marine Pollutant.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

HYDROCHLORIC ACID (CAS 7647-01-0) Listed.

SARA 304 Emergency release notification

HYDROCHLORIC ACID (CAS 7647-01-0) 5000 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity (pounds)	Threshold planning quantity (pounds)	Threshold planning quantity, lower value (pounds)	Threshold planning quantity, upper value (pounds)
HYDROCHLORIC ACID	7647-01-0	5000	500		

SARA 311/312 Hazardous chemical

Classified hazard categories
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
HYDROCHLORIC ACID	7647-01-0	31.5

Other federal regulations

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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

HYDROCHLORIC ACID (CAS 7647-01-0)

Safe Drinking Water Act (SDWA)

Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

HYDROCHLORIC ACID (CAS 7647-01-0) 20 %WV

DEA Exempt Chemical Mixtures Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

HYDROCHLORIC ACID (CAS 7647-01-0)

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date	06-25-2015
Revision date	03-26-2019
Version #	32
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 1
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

1. Identification

Product identifier L A CHEMCHLOR SODIUM HYPOCHLORITE 12.5
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Pacific Inc.
Address 10747 Patterson Place
 Santa Fe Springs, CA 90670
Telephone 562-903-9626
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 1
 Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements



Signal word Danger
Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage.
Precautionary statement
Prevention Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 12.5% of the mixture consists of component(s) of unknown acute dermal toxicity. 100% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
HYPOCHLOROUS ACID, SODIUM SALT (1:1)		7681-52-9	12.5
Other components below reportable levels			87.5

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Foam. Powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas.</p> <p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. Workplace Environmental Exposure Level (WEEL) Guides Components

Type

Value

HYPOCHLOROUS ACID,
SODIUM SALT (1:1) (CAS
7681-52-9)

STEL

2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection

Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear suitable protective clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

CLEAR, LIGHT YELLOW-GREEN

Odor

CHLORINE

Odor threshold

Not available.

pH

12.5

Melting point/freezing point

-15 °F (-26.11 °C)

Initial boiling point and boiling range

212 °F (100 °C) estimated

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)

Not available.

Flammability limit - upper (%)

Not available.

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

Not available.

Vapor density

Not available.

Relative density

Not available.

Solubility(ies)

Solubility (water)

Not available.

Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.00 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	87.5 % estimated
Specific gravity	1.2

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity	Not known.
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	Not classifiable as to carcinogenicity to humans.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Not listed.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1062)	
Not regulated.	
US. National Toxicology Program (NTP) Report on Carcinogens	
Not listed.	
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

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

Components	Species	Test Results
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)		
Aquatic		
Fish	LC50 Chinook salmon (<i>Oncorhynchus tshawytscha</i>)	0.038 - 0.065 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.	
Bioaccumulative potential	No data available.	
Mobility in soil	No data available.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	154
Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.	

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	154
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN3082
UN proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (HYPOCHLOROUS ACID, SODIUM SALT (1:1)), MARINE POLLUTANT
Transport hazard class(es)	
Class	9
Subsidiary risk	-
Packing group	III

Environmental hazards

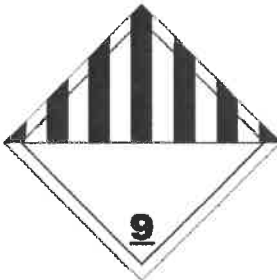
Marine pollutant Yes
EmS F-A, S-F

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

DOT; IATA



IMDG



Marine pollutant



General information

IMDG Regulated Marine Pollutant.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations****California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date	05-23-2015
Revision date	10-15-2018
Version #	12
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

Revision information

Hazard(s) identification: Hazard statement

Hazard(s) identification: Response

Accidental release measures: Personal precautions, protective equipment and emergency procedures

Handling and storage: Conditions for safe storage, including any incompatibilities

Stability and reactivity: Incompatible materials

Toxicological information: Acute toxicity

Toxicological information: Chronic effects

Toxicological information: Inhalation



CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT E- Non-Collusion Affidavit

State of California County of Los Angeles

Dave Eckelbarger being first duly sworn deposes that:

- (1) He/She is the President of Brenntag Pacific, Inc., the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): [Signature]
Title: President, Brenntag Pacific

Subscribed and sworn to before me this 14 th day of October 2019.

Laura Nunez-Tua
Notary Public

My Commission expires: April 11, 2022

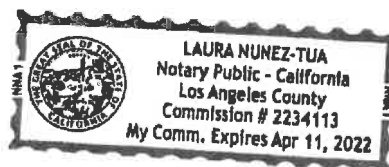


Exhibit B

Invitation to Bid

Please see attached pages

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Division
2250 Las Vegas Boulevard, North · Suite #708 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1463 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

September 19, 2019


**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until October 15, 2019 at 1:00 P.M. (the "Bid Due Date"), and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Meeting will be held on September 24, 2019 at 2:00 P.M. in the City of North Las Vegas Finance Department in Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this conference is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns can be submitted electronically in the NGEM System or via e-mail to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com. The cut-off time for all questions is October 2, 2019, at 1:00 P.M. If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of North Las Vegas Purchasing Web Page at <http://www.cityofnorthlasvegas.com/purchasing/bidadvertisements/index.php>.

Bid documents may be accessed at www.ngemnv.com or on the City of North Las Vegas Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.


Marie E. Purcell, CMC
Acting City Clerk

Published in the Las Vegas Review Journal
(September 23, 2019)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for Respondent registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnv.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com or ATTN: Tony Danford, Assistant Director, Administrative Services, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be calculated by NGEM on the Bid opening date. City Staff will further evaluate each vendor submission for all required documents. The City will award each line item in this Bid to the Respondent that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The bid may be awarded to multiple respondents based on the price submitted per line item. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(3),

the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on the City's website (www.cityofnorthlasvegas.com). Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful

Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read publicly at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to be present. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of four (4) years and the possibility of one (1) two-year extension upon final signing of a contract or as otherwise stated in the Contract.

13. INSURANCE:

Prior to the commencement of the Contract, each successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire, or be materially reduced in coverage until after 30 days' written notice has been given to and approved in writing by, the City Attorney or the City Risk Manager.

The Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000 each occurrence/accident
Products/Completed Operations	\$2,000,000 aggregate
Property Damage	\$1,000,000
Personal/Advertising Injury	\$1,000,000
COMBINED SINGLE LIMIT OF	\$1,000,000
Aggregate of	\$2,000,000

AUTOMOBILE LIABILITY

Bodily Injury - - - - - \$1,000,000 each accident
Property Damage - - - - \$1,000,000 each accident

Coverage must include all owned, leased, hired, non-owned and employee non-owned vehicles, where applicable, Personal Injury Protection.

WORKERS' COMPENSATION

Nevada Statutory Requirements

If no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Bid. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this

paragraph.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made. In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive

of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response.

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased during the first two (2) years of the Contract. If the awarded vendor(s) require a price increase at the end of the first two year period or prior to entering the extension if so entered by the City, the vendor must request the price increase in writing to the City 90 days in advance and the City must concur.

24. AUDIT OF RECORDS:

(a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.

(b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

27. KEY PERSONNEL:

The City designates Tony Danford, Assistant Director, Administrative Services, as the responsible party for managing this Invitation to Bid. He can be reached at 702-633-1463 or at danforda@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm. The City also designates Frazier Speaks, WRF Operations Supervisor, and Angela Johnson, Recreation Supervisor, for NLS, as the project managers for this service. Frazier can be contacted at 702-633-1101 or at speaksf@cityofnorthlasvegas.com and is available Monday through Thursday from 7:00 a.m. to 4:30 p.m. Angela Johnson can be reach at 702-633-1610 or at johnsona@cityofnorthlasvegas.com and is available Monday through Thursday from 07:00 a.m. to 4:30 p.m.

The cutoff date for any questions regarding this is October 2, 2019, at 1:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

DEFINITIONS

Bid – document(s) submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents.

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the city.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

SCOPE OF WORK

WASTEWATER TREATMENT CHEMICALS

1. OVERVIEW

The City of North Las Vegas, as the Principal Procurement Agency (Agency), hereby invites qualified firms or individuals (Respondents) to submit bids for an annual requirements contract for wastewater treatment chemicals. The intent is to have an agreement to procure the City's wastewater treatment chemicals, for wastewater treatment. The chemicals should conform to the standards detailed below. The specifications shall be incorporated into the contract award under this bid.

2. GENERAL REQUIREMENTS

These requirements are a broad base scope for the City. The successful Respondent will be required to adhere to all applicable terms and conditions required by statutes, as well as all rules and regulations governing the purchase, delivery and use of this commodity by the Agency.

The successful Respondent must warrant that chemicals provided as a result of this Invitation to Bid:

1. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals.
2. Conform to the general chemical specifications contained herein.
3. Are suitable for public drinking water supply and/or wastewater treatment.
4. Are free from adulterants or impurities of any kind, and
5. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the successful Respondent fails to conform to the specifications of the Agency, then the Respondent shall at no additional cost to the Agency, promptly replace with item that meets specifications.

The successful Respondent must understand and acknowledge that the Agency provides services essential to the health and welfare of the public. Failure of the successful Respondent to provide contracted chemicals may jeopardize the Agency's ability to provide timely services, which may affect the health and welfare of the public served by the Agency. In the event of product shortages at any level of production to delivery chain, the successful Respondent agrees and affirms that the Agency will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the successful Respondent must prioritize and/or allocate delivery among its customers, the requirements of the Agency under a contract awarded hereunder will be honored before chemicals are provided to a customer with no such obligations.

The successful Respondent is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this Invitation to Bid shall constitute a breach of contract.

The Agency reserves the right to have chemical shipments tested internally or by an independent laboratory. Failure of a shipment to comply with the Agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the successful Respondent shall remove all non-conforming

chemicals at its sole cost. Upon notice of rejection of a shipment, the successful Respondent shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the successful Respondent is unable to promptly furnish the chemical of the acceptable quality; the Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the Agency will be charged to the successful Respondent either as a credit against an outstanding invoice or billed to the Respondent for immediate payment.

3. DELIVERY

The Agency will establish its own delivery schedule based upon its own requirements and the Respondent's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the Agency. The Agency may at its own option and convenience secure late, partial, or missing deliveries in any manner allowed to it by its terms and conditions that best resolves the shortage. The successful Respondent is liable for any and all reasonable costs incurred by the Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the Agency for that code status. The successful Respondent will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The successful Respondent guarantees the delivery of chemicals within the prescribed delivery schedule of the Agency. Failure to deliver at time specified, or as amended in writing by the Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract. In the event of a breach, the City will take appropriate action to gain resolution.

The successful Respondent shall comply will all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any state or local requirements. Chemical containers supplied by the successful Respondent shall be the sole responsibility of the successful Respondent at all times and in any circumstance. The Agency will not pay demurrage or other charges unless the Agency requests that the Respondent leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Vendor's Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with contract
- Name of authorized representative ordering supplies

The successful respondent's delivery ticket will be signed in duplicate by the successful respondent's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the successful Respondent. If required by the Agency, the successful Respondent will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

The Agency has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the Agency and hours of delivery will be determined by the Agency.

4. SDS REPORTS

The following SDS related documentation must be furnished to the Agency upon request:

- a. A copy of the most current SDS Report for each chemical your firm is offering pricing **must be included with your bid submittal**
- b. National Sanitation Foundation certification for the quoted chemical
- c. Chemical certificate of analysis for all chemicals

5. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under this contract.

5.1 Ferric Chloride

The aqueous solution of Ferric Chloride (Drinking Water Grade) shall conform to applicable requirements of the AWWA standards, except as duly noted in the following requirements:

- a. Product must be between 38-40% of Ferric Chloride by weight.
- b. The specific gravity must be between 1.390 and 1.480
- c. Insoluble matter must be less than 0.5%
- d. The manganese concentration shall not exceed 1.0 gram for each 1,000 grams of ferric chloride
- e. The product shall not contain more than 1.0% free acid expressed as Hydrochloric Acid (HCl)

The chemical may be a by-product of other production processes. The chemical shall be supplied as an aqueous solution, containing not less than twenty-eight percent (28%) by weight of anhydrous ferric chloride, all of which shall be in solution. Not more than three quarters of one percent (0.75%) of the total iron shall be in a ferrous state.

The solution shall not contain more than five-tenths of one percent (0.5%) insoluble matter of which not more than two-tenths of one percent (0.2%) shall be settleable solids. The maximum particle size of any insoluble material shall be one-sixteenth of an inch (1/16").

Response must be accompanied by a current and typical heavy metals concentration analysis, as well as percentages of free acid as hydrochloric acid, ferric chloride; ferrous chloride, and Insolubles.

5.2 Sodium Bisulfite

The product furnished shall have product content of 38% liquid sodium bisulfite free of adulterants or impurities which might cause hazards or stoppage in the operation of standard water and wastewater treatment equipment.

5.3 Citric Acid

The product furnished shall have product content of 50% liquid citric acid bisulfite free of adulterants or impurities which might cause hazards or stoppage in the operation of standard water and wastewater treatment equipment.

6. CHEMICAL ADDITION/DELETION

Chemicals may be added or deleted from the successful Respondent's contract with justification and documentation for the addition or subtraction of a chemical. Additionally, the successful Respondent may be asked to provide/add new chemicals to the offering if there is significant change in procedures or needs by the Agency.

Technical Specifications For Liquid Ferric Chloride

1. GENERAL

- A. The successful Respondent shall ensure all loads of Liquid Ferric Chloride meet all the requirements of this the contract awarded hereunder and these specifications. All specifications apply to the Liquid Ferric Chloride transferred by the successful Respondent into the City's storage vessels.
- B. The successful Respondent shall provide unit cost in \$/lb of FeCl₃ (dry).
- C. The Successful Respondent shall bill by weight of FeCl₃ (dry) delivered in lb. The successful Respondent shall calculate the Weight of FeCl₃ (dry) delivered in each shipment, and the extended cost of each shipment as follows:
 - (i) Wt. of FeCl₃ in ship. in lb – (wt. of Liq. Ferric Chloride in ship, in lb)(FeCl₃ conc. in % by wt.)
 - (ii) Cost of shipment, in \$ = (wt. of FeCl₃ in shipment, in lb)(unit cost of FeCl₃, in \$/lb FeCl₃)
- D. The successful Respondent shall submit invoices to the City for each delivery that include the following:
 - (i) Date of delivery
 - (ii) Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
 - (iii) The weight of Liquid Ferric Chloride delivered in pounds
 - (iv) The weight percentage of FeCl₃ in the Liquid Ferric Chloride delivered
 - (v) Calculation of the weight of FeCl₃ in the shipment, in pounds
 - (vi) Calculation of the cost of the shipment, in dollars

2. COMPLIANCE WITH STANDARDS

- A. The Liquid Ferric Chloride shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B407, Liquid Ferric Chloride, except as modified or Supplemented herein. Non-conformance with ANSI/AWWA B407 shall constitute a breach of contract.
- B. The Liquid Ferric Chloride shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects by an by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Respondent shall provide evidence of this certification with the offer.
- C. If ANSI/NSF Standard 60 certification for Liquid Ferric Chloride is ever revoked or lapses, the Respondent shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute a breach of contract.
- D. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

3. CHEMICAL COMPOSITION/IMPURITIES

- A. As part of its bid submittal, the Respondent shall state the name of the manufacturer of the Liquid Ferric Chloride, provide a description of the manufacturing process, provide a technical data sheet and SDS for the product, and list all raw materials used in Liquid Ferric Chloride production.
- B. During the life of the contract, the successful Respondent shall notify the City of any changes in the manufacturing of the Liquid Ferric Chloride that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.
- C. The liquid ferric chloride shall meet the conditions in the following table:

Parameter	Condition
ferric chloride, FeCl_3 , concentration by weight	37 to 47%
iron, Fe, concentration by weight	12.7 to 16.2%
iron in the ferrous state	$\leq 2.5\%$ of total Fe
free acid concentration, expressed as HCl	$\leq 1\%$
insoluble matter concentration by weight	$\leq 0.5\%$
Specific gravity, at 20°C	1.375 to 1.510

- D. The Liquid Ferric Chloride shall not contain any foreign matter or impurity that may damage or interfere with the City's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's tanks. The Respondent shall reimburse the City for any damages or costs incurred from any foreign material or impurity.
- E. The Liquid Ferric Chloride shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Ferric Chloride, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Ferric Chloride supplied, the Respondent shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- F. The Liquid Ferric Chloride supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.
- G. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Ferric Chloride shall be limited as follows:

Impurity	Maximum Concentration, In mg/L	Maximum Reporting Detection Limit, In mg/L
total antimony	250	50
total arsenic	150	30
total barium	1000	50
total beryllium	100	20
total boron	250	50
total cadmium	10	2
total chromium	100	30
total copper	60	12
total lead	10	2
total manganese	1000	50
total mercury	0.10	0.02
total molybdenum	10	2
total nickel	100	20
total selenium	10	2
total silver	50	10
total thallium	30	6
total zinc	150	30

- J. The City reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- K. Any water used to make up the liquid ferric chloride must contain less than 20 µg of perchlorate/L.
- L. Before the initial delivery, the successful Respondent shall sample the Liquid Ferric Chloride from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City.
- (i) Production lot number,
 - (ii) Date of manufacture,
 - (iii) Specific gravity, at 20°C,
 - (iv) Iron content, in %Fe, by weight,
 - (v) Ferric chloride content, in % FeCl₃, by weight,
 - (vi) Iron in the ferrous state, expressed as % of total iron,
 - (vii) Free acid concentration, expressed as HCl, in %,
 - (viii) Insoluble matter concentration, in %, by weight,
 - (ix) All of the metals in the table above, in mg/L, and
 - (x) Dates of analyses

Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.

- M. The successful Respondent shall supply the City a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the successful Respondent, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Ferric Chloride (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the Liquid Ferric Chloride contained less than 20 µg of perchlorate/L.

- N. The successful Respondent may use analytical data generated by the successful Respondent of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- O. The successful Respondent shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Ferric Chloride that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance.
- P. The successful Respondent shall submit each calendar quarter's report to the City on or before the last day of that calendar quarter.
- Q. The successful Respondent shall submit the reports from the sampling and analysis process described above to:
- Water Reclamation Facility Administrator
City of North Las Vegas WRF
2580 Betty Lane,
Las Vegas, Nevada 89156**
- R. The successful Respondent shall submit the initial report before the delivery of the first shipment. Failure of the supplier to submit a complete report on time is sufficient cause to constitute breach of contract.

4. DELIVERY DOCUMENTS

- A. The successful Respondent shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- (i) Date of delivery,
 - (ii) Bill of Lading/Weigh Slip Number,
 - (iii) Gross weight of delivery vehicle and Liquid Ferric Chloride in pounds,
 - (iv) Tare weight of delivery vehicle in pounds, and
 - (v) Net weight of Liquid Ferric Chloride in the delivery vehicle in pounds.
- B. The successful Respondent shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Respondent shall present the Certificate to the WRF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:
- (i) Production lot number,
 - (ii) Specific gravity, at 20°C,
 - (iii) Iron content, in % Fe, by weight,
 - (iv) Ferric chloride content, in % FeCl₃, by weight,
 - (v) Iron in the ferrous state, expressed as % of total iron,
 - (vi) Free acid concentration, expressed as HCl, in %
 - (vii) Insoluble matter concentration, in %, by weight, and
 - (viii) Dates of analyses
- C. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

- D. The successful Respondent shall include any charges for the Certificates in the offer price.

**Technical Specifications
For Liquid Sodium Bisulfite**

Note: These specifications are for 37.5 – 40% liquid sodium bisulfite.

1. GENERAL

- A. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the successful Respondent into the City's storage vessels.
- B. The successful Respondent shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The successful Respondent shall bill by weight of NaHSO₃ in pounds. The successful Respondent shall calculate the weight of NaHSO₃ in each shipment as follows:
- (i) wt. of NaHSO₃ in shipment, in lb = (shipment wt., in lb)(NaHSO₃, in % by wt.)
 - (ii) cost of shipment, in \$ = (wt. of NaHSO₃ in shipment, in lb)(cost of NaHSO₃, in \$/lb of NaHSO₃)
- C. The successful Respondent shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:
- (i) Date of delivery
 - (ii) Gross weight of delivery vehicle and product in pounds
 - (iii) Tare weight of delivery vehicle in pounds
 - (iv) Net weight of product in the delivery vehicle in pounds

The City shall assume the weight of the product (solution) delivered (transferred to the City) is equal to net weight of the product in the delivery vehicle. The successful Respondent shall ensure the complete transfer of product from the delivery vehicle to the City's storage vessels.

All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful Respondent.

- D. The successful Respondent shall submit invoices to the City that include the following:
- (i) Date of delivery
 - (ii) The weight of product (solution) delivered in pounds
 - (iii) The weight of percentage of NaHSO₃ in the solution delivered
 - (iv) Calculation of the weight of NaHSO₃ in the shipment, in pounds
 - (v) Calculation of the cost of the shipment, in dollars

- E. Respondent shall offer unit and extended costs in \$/lb of NaHSO₃

2. CHEMICAL COMPOSITION/IMPURITIES

- A. The liquid sodium bisulfite shall be clear and shall contain less than or equal to 0.5% insoluble matter by weight.

- B. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60°F).
- C. The liquid sodium bisulfite shall contain less than or equal to 2% sodium sulfate by weight.
- D. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.
- E. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the successful Respondent's equipment. The successful Respondent shall reimburse the City for any damages or costs incurred from such foreign material.
- F. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the successful Respondent shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- G. The City reserves the right to add specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- H. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

Impurity	Maximum concentration in mg/L	Maximum reporting detection limit in mg/L
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

Note: The maximum concentrations for metal were calculated from the expected quantity to be used at the WRF for dechlorination and water quality standards in the Las Vegas Wash. The iron specification was lowered from the calculated value of 200 mg/L to 50 mg/L.

- I. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg perchlorate/L.
- J. The successful Respondent shall ensure all loads of the liquid sodium bisulfate meet the requirements of Items H and I above. Before the initial delivery, the successful Respondent shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City. The reporting units and maximum analytical reporting detection limits are listed in Item H above.
- K. The successful Respondent shall supply the City a detailed report for the sampling and analysis described above. Report shall contain a statement, signed by a management-level representative of the successful Respondent, certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg perchlorate/L. The successful Respondent may use analytical data generated by the successful Respondent of the make up water(s) or the Respondent may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- L. The successful Respondent shall complete the sampling and analysis processes described above in Items J and K once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The successful Respondent shall submit each report to the City on or before the last day of each calendar quarter.
- M. The successful Respondent shall submit the report described above in Items K and L to the Water Reclamation Facility Administrator, City of North Las Vegas WRF, 2580 Betty Lane, Las Vegas, NV 89156. The successful Respondent shall submit the initial report before the delivery of the first shipment. Failure of the successful Respondent to submit a complete report on time is sufficient cause to constitute breach of contract.
- N. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.

3. CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE

- A. The successful Respondent shall submit a certificate of analysis to the City for and with each delivery. The successful Respondent shall present the certificate to the WRF Operations personnel receiving the shipment. The certificate shall contain the following lot-specific information:
 - (i) Production lot or batch number
 - (ii) Date of manufacture
 - (iii) Specific gravity
 - (iv) Sodium bisulfite, in % NaHSO_3 , and % available SO_2 , by weight
 - (v) Sodium sulfate, in % Na_2SO_4 , by weight
 - (vi) Insoluble matter, in %, by weight
 - (vii) Date(s) of analyses

- B. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item 2 above, shall also be sufficient cause to reject the load.
- C. Respondent shall include any charges for the certificates in the bid submittal price.

**Technical Specifications
For Citric Acid**

Note: These specifications are for 50% Citric Acid food grade

1. GENERAL

- A. All deliveries of Citric Acid must conform to the specifications of the contract. All quality specifications apply to the product transferred by the successful Respondent into the City's storage vessels.
- B. The successful Respondent shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The successful Respondent shall bill by weight of Citric Acid in pounds. The successful Respondent shall calculate the weight of Citric Acid in each shipment as follows:
 - (i) wt. of Citric Acid in shipment, in lb = (shipment wt., in lb)(Citric Acid, in % by wt.)
 - (ii) cost of shipment, in \$ = (wt. of Citric Acid in shipment, in lb)(cost of Citric Acid, in \$/lb of Citric Acid)
 - (iii) Molecular formula is $C_6H_8O_7$ in water
- C. The successful Respondent shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:
 - (i) Date of delivery
 - (ii) Gross weight of delivery vehicle and product in pounds
 - (iii) Tare weight of delivery vehicle in pounds
 - (iv) Net weight of product in the delivery vehicle in pounds

The City shall assume the weight of the product (solution) delivered (transferred to the City) is equal to net weight of the product in the delivery vehicle. The successful Respondent shall ensure the complete transfer of product from the delivery vehicle to the City's storage vessels.

All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful Respondent.
- D. The successful Respondent shall submit invoices to the City that include the following:
 - (i) Date of delivery
 - (ii) The weight of product (solution) delivered in pounds
 - (iii) The weight of percentage of Citric Acid in the solution delivered
 - (iv) Calculation of the weight of Citric Acid in the shipment, in pounds
 - (v) Calculation of the cost of the shipment, in dollars
- E. Respondent shall offer unit and extended costs in \$/lb of Citric Acid

2. CHEMICAL COMPOSITION/IMPURITIES

- A. The Citric Acid shall be clear and shall contain less than or equal to 0.5% insoluble matter by weight.
- B. 50% Citric Acid, by weight. The specific gravity of the Citric Acid shall be 1.22 (at 20°C).
- C. The Citric Acid shall contain less than or equal to 2% by weight.
- D. The Citric Acid shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the Citric Acid, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.
- E. The Citric Acid shall not contain any foreign matter that may damage the City's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the successful Respondent's equipment. The successful Respondent shall reimburse the City for any damages or costs incurred from such foreign material.
- F. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Citric Acid supplied, the successful Respondent shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- G. The City reserves the right to add specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- H. Notwithstanding any other requirements of this specification, impurities in the Citric Acid shall be limited as follows:

Impurity	Maximum concentration in mg/L	Maximum reporting detection limit in mg/L
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

Note: The maximum concentrations for metal were calculated from the expected quantity to be used at the WRF for dechlorination and water quality standards in the Las Vegas Wash. The iron specification was lowered from the calculated value of 200 mg/L to 50 mg/L.

- I. Any water used to make up the Citric Acid must contain less than 20 µg perchlorate/L.
- J. The successful Respondent shall ensure all loads of the liquid sodium bisulfate meet the requirements of Items and I above. Before the initial delivery, the successful Respondent shall sample the Citric Acid from a typical lot and determine all the constituents listed in Item I and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City. The reporting units and maximum analytical reporting detection limits are listed in Item H above.
- K. The successful Respondent shall supply the City a detailed report for the sampling and analysis described above. Report shall contain a statement, signed by a management-level representative of the successful Respondent, certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City.
- L. The report shall also contain evidence that all water sources used to make up the Citric Acid contain less than 20 µg perchlorate/L.
- M. The successful Respondent may use analytical data generated by the successful Respondent of the make up water(s) or the successful Respondent may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- N. The successful Respondent shall complete the sampling and analysis processes described above in Items J and K once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The successful Respondent shall submit each report to the City on or before the last day of each calendar quarter.
- O. The successful Respondent shall submit the report described above in Items K and L to the Water Reclamation Facility Administrator, City of North Las Vegas WRF, 2580 Betty Lane, Las Vegas, NV 89156. The successful Respondent shall submit the initial report before the delivery of the first shipment. Failure of the successful Respondent to submit a complete report on time is sufficient cause to constitute breach of contract.
- P. The Citric Acid supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.

3. CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE

- A. The successful Respondent shall submit a certificate of analysis to the City for and with each delivery. The successful Respondent shall present the certificate to the WRF Operations personnel receiving the shipment. The certificate shall contain the following lot-specific information:
 - (i) Production lot or batch number
 - (ii) Date of manufacture
 - (iii) Specific gravity
 - (iv) Citric Acid, in %, and % available Citric Acid by weight
 - (v) Insoluble matter, in %, by weight
 - (vi) Date(s) of analyses

- B. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item 2 above, shall also be sufficient cause to reject the load.
- C. The Respondent shall include any charges for the certificates in the bid submittal.

4. DELIVERY LOGISTICS

- A. The successful Respondent shall deliver the Citric Acid to the following location:
Water Reclamation Facility (WRF), 2580 Betty Lane, Las Vegas, NV 89156 (corner of Betty Lane and Carey Avenue.) The total volume of 500 gallons (two totes at 250 gallons each.)
- B. The successful Respondent shall ship the Citric Acid to the City in totes on delivery trucks with lift gates and Fork lift to set totes at designated area.
- C. Failure of the successful Respondent to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- D. The successful Respondent is expected to comply with reasonable requests for emergency deliveries.
- E. The successful Respondent shall measure delivery quantities as the total weight of Citric Acid delivered in pounds. The City shall assume the weight of the Citric Acid delivered (transferred to the City) is equal to net weight of the Citric Acid in the delivery vehicle. The successful Respondent shall ensure the complete transfer of the Citric Acid from the delivery vehicle to the City's designated area.
- F. The Citric Acid shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- G. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tanks if needed. The hose must have a "quick connect" to connect with the fitting on the totes if needed. All appurtenant valves, pumps, and discharge hoses used for the delivery of the Citric Acid, shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- H. The tank truck must be sealed and equipped with a self-contained system to deliver all the Citric Acid the designated tote pads. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump the successful Respondent shall supply all transfer equipment. The successful Respondent shall not use the City's equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City. The driver shall follow the instructions posted at the unloading station.
- I. The driver shall follow all City security procedures and requirements for personal protective equipment. The City shall inform the successful Respondent of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- J. Upon arrival to the site the driver shall stop at the WRF Operations Office, sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The City reserves the right to

reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statutes must be provided when the Liquid Sodium Hypochlorite is delivered.

- K. The City reserves the right to subject samples of the City of North Las Vegas to analysis to determine if the Citric Acid meets the City's specifications. The successful Respondent shall facilitate the sampling process, when asked. Failing to comply with the City's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is a necessity to remove non-conforming Citric Acid, the successful Respondent shall remove and replace any and all non-conforming Citric Acid within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Citric Acid and the cost for removal and disposal shall be billed to the successful Respondent. The successful Respondent may not charge for delivered material the City rejects.
- L. All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful Respondent.

SWIMMING POOL CHEMICALS

Delivery Requirements: The successful Respondent will deliver ordered products within 72 hours of an order being placed and received by the vendor. The successful Respondent will adhere to the time and location of each delivery as placed on each request for goods.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Vendor's Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with contract
- Name of authorized representative ordering supplies

The locations where the pool chemicals are to be delivered are:

Petitti Pool, 2505 N Bruce St, North Las Vegas, NV 89030
Silver Mesa Pool, 4095 Allen Lane, North Las Vegas, NV 89032
Walker Pool, 1509 June Ave, North Las Vegas, NV 89032

Successful respondent's delivery ticket will be signed in duplicate by the successful Respondent's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the successful Respondent. If required by the Agency, the successful Respondent will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

The Agency has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the Agency and hours of delivery will be determined by the Agency.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

EXHIBIT LISTING

Exhibit A – Bid Submittal Sheet - Fill out the pricing on Exhibit A for individual items. Use the last box to provide any comments you may have, you may attach an additional sheet if necessary, please label appropriately. This form is mandatory. Failure to fill out this form will make your bid non-responsive.

Exhibit B - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Company must sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addendum.

Exhibit C – Qualifications and Experience of Respondent

Exhibit D –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must be notarized)

Exhibit E – Non-Collusion Affidavit ** this form must be notarized **

Exhibit F – Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT A
BID SUBMITTAL SHEET**

ITEM NO.	DESCRIPTION	MANUFACTURER USED BY RESPONDENT	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	Cost Per (Includes Delivery Costs)	TOTAL COST
1.	Ferric Chloride (38%-42%)		1,600,000	Pound		
2.	Sodium Bisulfite (38% liquid sodium)		13,000	Gallon		
3.	Citric Acid (50%)		20,350	Gallon		
4.	Hydrochloric Acid (20 BE)		27,000	Pound		
5.	LA Chemcolor Sodium Hypochlorite (12.5)		22,000	Gallon		
6.	Sodium Bicarbonate Industrial		7,200	50 Pound Bag		

Total Bid Amount \$ _____

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION. Cost per item must include all shipping and handling costs.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: _____

Payment Terms: _____ Percent _____ Days

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT B
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to BID B-1585 Wastewater and Swimming Pool Chemicals and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

ADDENDA ACKNOWLEDGED

Addendum No. _____ Initial _____ Addendum No. _____ Initial _____

Addendum No. _____ Initial _____ Addendum No. _____ Initial _____

Addendum No. _____ Initial _____ Addendum No. _____ Initial _____

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT E- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public

My Commission expires: _____



CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT F- Written Certification

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

Mayor
John J. Lee

Council Members
Scott Black
Pamela A. Goynes-Brown
Richard Cherchio
Isaac E. Barron



Your Community of Choice

FINANCE DEPARTMENT
2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

City Manager
Ryann Juden

October 3, 2019

**City of North Las Vegas
Bid B1585 – Wastewater & Pool Chemicals
Addendum No. 1**

The deadline for questions for this proposal was 1:00 p.m., Tuesday October 2, 2019. The following are the questions that were received along with the answers to those questions. Also attached is a copy of the sign in roster from the Pre Bid meeting conducted on September 24, 2019. A copy of this addendum must be signed and returned with your proposal.

Question 1. What are the hours of delivery for the Pools?

Answer: 4:30am - 12:00p.m. Monday-Friday – Parks prefers to get it done prior to the beginning of school hours, especially for Petitti Pool.

Question 2. Page 6 Section 23 Would the City consider changing the escalation clause to an annual price review instead of two years?

Answer: The City would like to have pricing guaranteed for the first (2) years of the contract. If the awarded vendor require a price increase at the end of the first two year period or prior to entering the extension if so entered by the City, the vendor must request the price increase in writing to the City 90 days in advance and the City must concur

Question 3. What is the tank capacity for deliveries of Citric Acid?

Answer: It is estimated at 3,000 gallons each tank (2 tanks each)

Question 4. Is the Bisulfite to be delivered in totes or Bulk? And will you need delivery by truck loads?

Answer: Bulk. Delivery to be in full truck loads

Question 5. For the pool chemicals, what is the process for delivery?

Answer: The Sodium Bicarbonate is delivered weekly, but Parks would prefer to have the other chemicals with an option to pick up if needed on a case by case basis.

Question 6. Should all chemicals contain less than 2% of impurities for the Wastewater Treatment Facility (WRF)?

Answer: Yes

Question 7. What are the sizes of the pool tanks?

Answer: Drums

Question 8. Page 19 Section J, Should the sentence be changed from "Sodium bisulfate" to Sodium Bisulfite?

Answer: Sodium Bisulfite

Question 9. Is the City firm on the 2-year pricing guarantee?

Answer: The City would like to lock in 2 year pricing guarantees and understand that increases may occur every two years.

Question 10. Are the STS required for all chemicals?

Answer: Yes, STS should be available for all chemicals.

Question 11. Page 3 Section 10 Can the City provide what appropriate licenses the City needs to be submitted "prior to submission of bids?"

Answer: State and local licenses applicable to performance of the subject potential Contract will need to be submitted.

Question 12. Item 4 Hydrochloric Acid (20 Be), Can the City clarify that the container for Item # 4 is only 135# (15 Gallon) containers and is for a "local will call basis" no delivery required?

Answer: Yes, that is correct.

Question 10. Page 12 Second 5.1 Fourth paragraph, "Response must be accompanied by a current and typical heavy metals analysis" is this test result due to be submitted with the bid?

Answer: Would like before selection made

Question 11. Page 12 Section 5.3 Is the sentence "....content of 50% liquid citric acid **bisulfite** free of adulterants" a typo error?

Answer: Yes, remove bisulfite

Question 12. Does this City expect to require Ferric Chloride in tote containers?

Answer: No, Bulk. Should have the option to receive in totes if needed.

Question 13. Page 17 Section C third paragraph "All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful respondent." Is this a typo error or does the City have a background check requirement which can be provided?

Answer: No, a background check of the drivers will not be required. Drivers will only be required to sign in for deliveries to the WRF.

Question 14. Page 18 Section C, Should the sentence be changed from "Sodium sulfate" to Sodium Bisulfite?

Answer: Sodium Bisulfite

Question 15. Page 21 Section C, Should the sentence be changed to include the term 2% by weight of *total impurities*?

Answer: Yes.

Question 16. Page 22 Section J Should the sentence "The successful respondent shall ensure all loads of liquid *sodium bisulfate* meet the requirements..." be changed to Citric Acid?

Answer: Both Sodium Bisulfite and Citric Acid

Question 17. Page 23 Section B, Does the City expect to receive Citric Acid in totes and does the deliverer need to provide a "lift gate and fork lift to set totes...?"

Answer: Bulk Load

Question 18. Page 23 Section H, Can the City provide the size of the "quick connect" fittings on the transfer piping for unloading the bulk Citric Acid? What is the length of hose that will be required to accommodate the delivery? Will the City offer an opportunity for an "on-site visit" to review the unloading area?

Answer: Site Visit allowed prior to all deliveries

Question 19. Page 24, In addition to the addresses of the three pool locations, can the City provide the current tank storage capacities, the size of the hose connections currently in use for the delivery, as well as the typical delivery quantities of sodium hypochlorite. Do the bulk sodium hypochlorite deliveries require a City Staff member to be present (to open gates, etc.)?

Answer: Tank Capacity - Petitti Pool has a 500 gallon tank, Walker Pool has 2 - 400 gallon tanks, and Silver Mesa Pool has a 500 gallon tank.

Size of hose connection -The hose connection is 1 1/2 inch cam lock

Typical delivery quantities of Sodium Hypochlorite at each pool are - Petitti Pool usually 2 - 300 gallons a week, Walker Pool is usually 3-400 gallons a week and Silver Mesa Pool is usually 2-300 gallons a week.

The vendor usually tops off each tank, quantities will vary.

Deliveries require a staff person to be present - yes to unlock the facility.

Question 20. Will the City provide a list of current suppliers and current pricing paid for each of the bid chemicals?

Answer: No.

Question 21. Can the City confirm that each of the six Exhibits A thru F (pages 26 – 32) are required to be submitted with the online bid documents?

Answer: Yes, Exhibits A, B, C, D, E and F are required to be submitted with each Bid.

Question 22. Item 1 Ferric Chloride, Can the City clarify that the Unit of Measure listed is to be dry pounds and not just pounds as listed?

Answer: It can be dry pounds and also Lbs/gallons

Question 23. Item 6 Sodium Bicarbonate Industrial Grade, is for "local will call basis" no delivery required? What is the typical pick up quantity? Pallet or single 50# bags as needed?

Answer: The typical pick up every 2 weeks is 5 - 50lb bags


Marie Leake
Buyer
Purchasing Department

By signing below, I indicate I have received Addendum No. 1 for Bid B1585 Wastewater & Pool Chemicals and I acknowledge all requirements of this addendum and will submit this signed page with my bid documents.

Brenntag Pacific, Inc.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT LEGAL NAME OF FIRM)


AUTHORIZED SIGNATURE

October 14, 2019

DATE

Municipal Bid Manager

TITLE

562 903-9626

TELEPHONE NUMBER

562 944-7484

FAX NUMBER

10747 Patterson Place

ADDRESS OF FIRM

Santa Fe Springs, CA 90670

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS: ltua@brenntag.com

EXHIBIT B

Increase Request

Please see attached page(s).

Marie Leake
Procurement Manager
City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 710
North Las Vegas, NV 89030

Re: Citric Acid Market Dynamics and Pricing

Dear Marie,

The U.S. citric acid market has become extremely tight in supply over the past three months unlike anything that this product has gone through during the past ten years or longer. Pricing for anhydrous citric acid has tripled in cost during the past six-month period. The drivers behind the steep increase in price are two-fold.

As the world economies have begun to recover from the global pandemic, consumer demand for citric acid has recovered much faster than the production plants have been able to produce the product. This has resulted in a shortage of product and pricing has moved up to reflect this supply and demand disequilibrium. Listed below are some points that illustrate the product shortage issue:

- The three U.S. citric acid producers are all running at 100% of plant capacity, and this will only meet 60% of the U.S. consumer demand for the product.
- Anti-dumping tariffs which have been in place for years have made it impractical for the U.S. market to purchase Chinese-produced citric acid at competitive economics. China accounts for 50% of the global citric acid production and so has limited the ability for Chinese production to help with the supply and demand imbalance. As prices have moved up, we may start to see Chinese citric acid become available in the U.S. market, which will help improve the current supply and demand inconstancy.
- Two producers from Thailand have supplied a high percentage of the citric acid supplied into the Western U.S. market. Both of these manufacturers are severely backlogged with citric acid orders --- one manufacturer until October 2021.

Because of the current supply and demand volatility in citric acid, the cost of the product in Asia has moved up by about \$0.50/lb on a dry basis which equates to an increase of about \$2.50 per gallon on a 50% liquid citric acid basis.

In addition to the current shortage of citric acid production available to satisfy demand, the global pandemic has also caused a shortage in the availability of ocean vessels to transport containers from Asia to the U.S. market. Historically, shipping rates to move vessels from Asia to the U.S. West Coast had been around \$2,000 per container. Brenntag just secured two shipments this week and paid \$13,500 to secure space on the vessels.

The increase in the cost to ship containers of citric acid to the U.S. translates to about \$1.38 per gallon in higher cost for liquid citric acid, 50%.

In summary, citric acid product supply is expected to be very tight for much of the rest of 2021 based on current market dynamics. The delivered pricing of liquid citric acid, 50% is about

\$3.00 to \$3.50 per gallon higher than in February 2021 for new orders that are taken today. Lead times to obtain the product have also increased appreciably.

Pricing is expected to come down again at some point in the future when more ocean vessel capacity comes online, and citric acid producers work down the current backlog of orders. We do not expect this to occur during the remainder of 2021, but we will continue to track market conditions and keep you apprised of any new developments that we see.

With this in mind, we, at Brenntag Pacific, are asking for your assistance with these cost increases. Your current citric acid price from Brenntag Pacific is \$4.85/gallon. Year-to-date, the cost of citric acid has increased \$2.81/gallon. Therefore, the price that we would be willing to offer to cover these additional costs is \$7.66/gallon for the remainder of year two of the contract. Per section 2.2 we must request an increase 90 days prior to year three of the contract term. Instead, we would like to hold off on that and re-evaluate the situation in October for a possible decrease from the \$7.66/gallon should market conditions normalize.

We understand that this increase may create difficulties for City of North Las Vegas. With that mind, we are amenable to the idea that City of North Las Vegas might prefer to put this out to bid prior to the end of the contract period. We are also agreeable to one party or the other exercising its right to exit the contract if it so chooses. Please let us know if City of North Las Vegas is willing to allow for this increase per section 2.2. This allowance would enable both parties to continue with our agreement while facilitating Brenntag Pacific's need to cover all foreseeable costs. However, we will understand if City of North Las Vegas prefers to exercise the option to exit the contract based on the above explanation and go out to bid instead.

Thank you for your continued business, and we look forward to hearing from you.

David Karis
Branch Manager
Brenntag Pacific, Inc.
3880 E. Craig Rd.
North Las Vegas, NV 89030

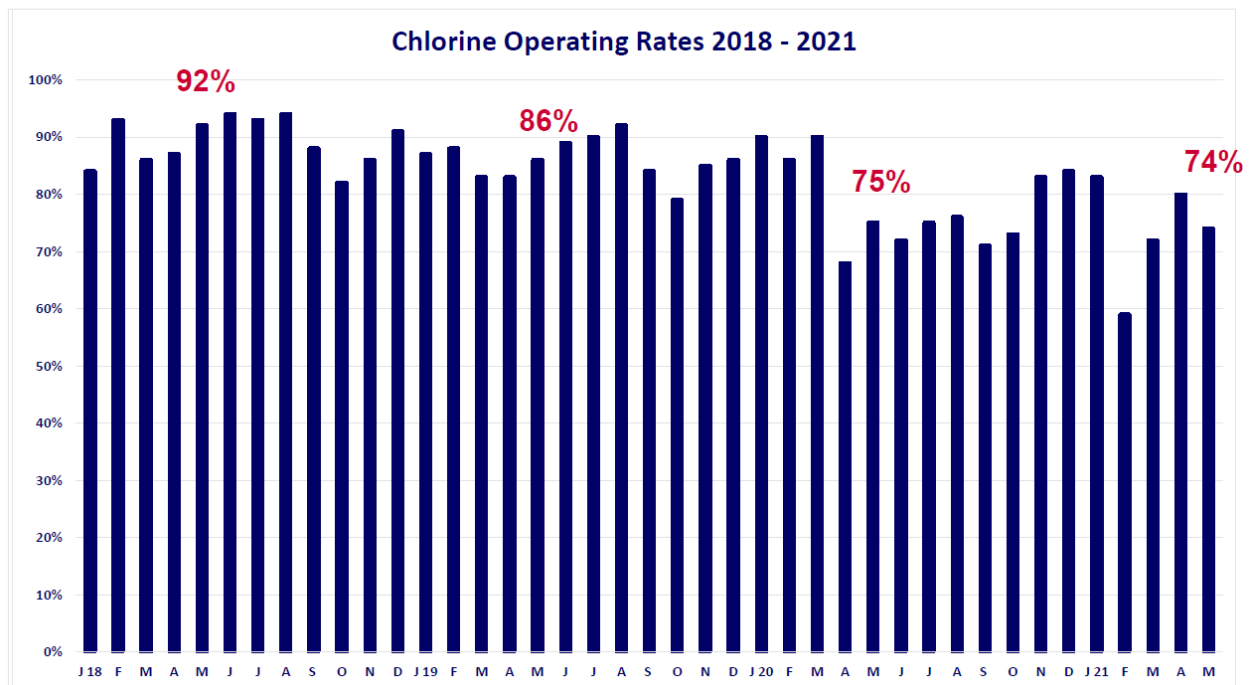
Marie Leake
Procurement Manager
City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 710
North Las Vegas, NV 89030

Re: Sodium Hypochlorite 12.5% (Bleach) increase.

Dear Marie,

Chlorine is at an all-time high in price and demand. Demand into PVC for automotive and housing as the country crawls out of COVID is driving pricing up. Producers are selling all they can which is reducing the amount available for shipments to the bleach producers. This fact coupled with the winter freeze and spring floods in the gulf have knocked many Chlor Alkali plants out of operation. At one point about 80% of the US production was down due to plant Force Majeure announcements and production problems. As you can see on the chart below the national operating rate for May 2021 was only 74% of capacity as the country headed into the summer bleach season. The hot weather nationwide has also driven up demand which is putting further demands on bleach supply as more is needed for water treatment.

US CHLORINE OPERATING RATES-MONTHLY



With this in mind, we, at Brenntag Pacific, are asking for your assistance with these cost increases. Your current Sodium Hypochlorite 12.5% price from Brenntag Pacific is \$2.56/gallon with a break at 500 gallons at \$1.92/gallon. Per section 2.2 we must request an increase 90 days prior to year three of the contract term. Our proposed increase for year 3 of the contract term is \$2.66/gallon with a break at 500 gallons at \$2.02/gallon.

Thank you for your continued business, and we look forward to hearing from you.

David Karis
Branch Manager
Brenntag Pacific, Inc.
3880 E. Craig Rd.
North Las Vegas, NV 89030

EXHIBIT C

Calculation Page

Please see attached page.

	CURRENT QUANTITY	CURRENT UNIT COST	CURRENT EXTENDED COST	UPDATED QUANTITY	NEW UNIT COST	NEW EXTENDED COST
Sodium Bisulfite	13000	\$ 2.24	29,094.00	32000	\$ 2.24	\$ 71,680.00
Citric Acid	20350	\$ 4.85	98,697.50	23000	\$ 7.66	\$ 176,180.00
Hydrochloric Acid	27000	\$ 0.69	18,630.00	27000	\$ 0.69	\$ 18,630.00
LA Chemcolor Sodium Hypochlorite	22000	\$ 1.92	42,240.00	22000	\$ 2.02	\$ 44,440.00
Sodium Bicarbonate Industrial	7200	\$ 28.75	207,000.00	7200	\$ 28.75	\$ 207,000.00
			\$ 395,661.50			\$ 517,930.00

Current agreement is for \$374,000

Proposed Increase \$ 143,930.00

WRF
NLS