

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006546
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities - Water	DATE: 10/21/2013
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SUBJECT: Liquid Chlorine Disinfectant Chemical with JCI Jones Chemicals, Inc. (Bid #10025736-12C) for the Otay, Alvarado, and Miramar Water Treatment Plants, Funding to exceed \$1 million

PRIMARY CONTACT (NAME, PHONE): Michael Williams, (619) 668-3233, MS-85A	SECONDARY CONTACT (NAME, PHONE): Carmen Garcia-Romo, (619) 527-3491, MS-43
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	700011	700011			
DEPT / FUNCTIONAL AREA	OTHR-00000000-WU	OTHR-00000000-WU			
ORG / COST CENTER	2013181111	2013181112			
OBJECT / GENERAL LEDGER ACCT	511032	511032			
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$122,040.00	\$200,070.00	\$0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): FY13 \$628,640 Total expenditure in Previous Year

FY14 \$368,260 Amount encumbered in PO's
 FY14 \$322,110 Additional funding requested
 \$690,370 Subtotal

FY15 \$703,760 Estimated expenses
 FY16 \$753,024 Estimated expenses
 FY17 \$805,747 Estimated expenses
 \$2,262,531 Subtotal

\$3,581,541 Total Contract

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Equal Opportunity Contracting	ORIG DEPT.	Sasaki, Ann	11/15/2013

Financial Management		CFO		
Liaison Office		DEPUTY CHIEF		
Comptroller		COO		
		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. Authorizing the Mayor, or designee, to execute the four one-year contract extension options to the contract with JCI Jones Chemicals Inc. (Bid Number 10025736-12C, Contract Number 4600001365), for the purchase of Liquid Chlorine for disinfection of drinking water at water treatment plants, with annual per unit cost increases not to exceed 7%, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and provided that the City Comptroller first issues a Comptroller's Certificate certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and</p> <p>2. Authorizing the Chief Financial Officer to expend an amount not to exceed \$2,952,901 over four years (\$690,370 in Fiscal Year 2014; \$703,760 in Fiscal Year 2015; \$753,024 in Fiscal Year 2016; and \$805,747 in Fiscal Year 2017) from Water Utility Operating Fund 700011, for the purpose of funding the above contract, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and provided that the City Comptroller first issues a Comptroller's Certificate certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.</p>				
STAFF RECOMMENDATIONS: Adopt the resolutions				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	Citywide			
COMMUNITY AREA(S):	Citywide			
ENVIRONMENTAL IMPACT:	This activity is not a "project" and therefore exempt from CEQA pursuant to the State Guidelines Section 15060(c) (3).			
CITY CLERK INSTRUCTIONS:	Please send a copy of final Resolution to Yvonne Hebel, MS-901A			

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 10/21/2013

ORIGINATING DEPARTMENT: Public Utilities - Water

SUBJECT: Liquid Chlorine Disinfectant Chemical with JCI Jones Chemicals, Inc. (Bid #10025736-12C) for the Otay, Alvarado, and Miramar Water Treatment Plants, Funding to exceed \$1 million

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Michael Williams/(619) 668-3233, MS-85A

DESCRIPTIVE SUMMARY OF ITEM:

This action is to extend for four additional years the agreement with JCI Jones Chemical, Inc to provide for the purchase of an estimated 4,251 tons of Liquid Chlorine chemicals, for an estimated total of \$2,584,641, for the Otay, Alvarado, and Miramar Water Treatment Plants for the purpose of providing disinfected, potable water to the public.

STAFF RECOMMENDATION:

Adopt the resolutions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Liquid Chlorine is a chemical used for the disinfection of drinking water. This chemical is used at the Alvarado, Miramar, and Otay Water Treatment Plants. Use of this chemical at these facilities is anticipated to be 1200-1800 tons annually, at an estimated cost per gallon ranging from \$540 to \$662 per gallon. The total contract expenditure will be approximately \$3,581,541 for the contractual term.

JCI Jones Chemicals, Inc. was selected as the lowest responsible bidder for the delivery of Liquid Chlorine to the above named facilities under Bid Number 10025736 12C, contract number 4600001365. The contract is effective from July 13, 2012 to July 12, 2017 in the amount of \$996,900, with the options to renew for four (4) one (1) year periods. This contract's price increase is not to exceed 7% over the previous year's purchase cost.

As the execution of the remaining renewal periods will require additional funding of \$2,584,641 from the Public Utilities fund 700011, the total contract will exceed \$1,000,000. Therefore, City Council approval is required in order to exercise the renewal options.

FISCAL CONSIDERATIONS:

The total not to exceed amount for the first option year in Fiscal Year 2014 is \$690,370, of which \$368,260 is already encumbered in Fiscal Year 2014 PO's, leaving a balance of \$322,110 and is available in Water Utility Operating Fund 700011. Funding for the remaining three option years, in the amount of \$2,262,531, will be available in Water Utility Operating Fund 700011 contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year,

and provided that the City Comptroller first issues a Comptroller's Certificate certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

This item will be presented to the Natural Resources and Culture Committee on XX-X-2014.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Liquid Chlorine is necessary for continuous disinfection of drinking water delivered to the City's residential and wholesale customers. It is needed for compliance with all Federal and State regulations and to ensure the health and safety of consumers. Insufficient application of this chemical will cause violation of compliance regulations and jeopardize the health and safety of the public.

Sasaki, Ann

Originating Department

Deputy Chief/Chief Operating Officer



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Handwritten initials/signature

Bid No. 10025736-12-C

REQUEST FOR BID

Closing Date: June 18, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Liquid Chlorine for the City's Public Utilities Department
Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company JCI Jones Chemicals Inc. Name Tim Ross
Federal Tax I.D. No. 160809645
Street Address 1401 Del Amo Blvd.
City Torrance, CA
State CA Zip Code 90501
Tel. No. 310-523-1629 Fax No. 310-523-2944
E-Mail tross@jci.chem.com

Signature [Handwritten Signature]
Title West Coast Vice President
Date 6/11/12
Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

If your firm is not located in California, are you authorized to collect California sales tax? Yes No

If Yes, under what Permit #

City of San Diego Business Tax Certificate #: 2006-010240

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation: Net 30 Days

- 1% 20 days, 2% 20 days, 3% 20 days, 4% 20 days, 5% 20 days, 10% 20 days, 15% 20 days, 20% 20 days

Please check terms offered if other than Net 30 Days

State delivery time required: 3 days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
2) All information on this Request for Bid cover page must be completed.
3) This cover page must be signed with an original signature.
4) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

KARAN WOLFF, C.P.M./ylk, Principal Procurement Specialist

Phone: (619) 236-7131

Fax: (619) 533-3236

E-mail: KWolff@sandiego.gov

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I. PRICING PAGE

LIQUID CHLORINE

Annual Estimated Qty.	U/M	Description	Manufacturer	Delivered Price Per Ton Unit Cost	Extension
1,660	TONS	Liquid Chlorine	CANEXUS	\$ 540.00	\$ 896,400 ⁰⁰

Manufacturer: CANEXUS

Nearest warehouse: JCI Torrance, 1401 Del Amo Blvd, Torrance, CA 90501

Charge for cylinders lost or damaged beyond repair: \$ 1,000⁰⁰ each

II. SPECIFIC PROVISIONS

A. MANDATORY REQUIREMENTS

The terms "must" or "shall" are used throughout this Request for Bid (RFB) to indicate mandatory requirements.

B. PROCUREMENT SPECIALIST – ISSUING OFFICE

Interested firms who have received this bid from a source other than the Procurement Specialist listed on the Cover Page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the bid, or other communications, can be sent to them. Interested firms who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

C. QUESTIONS AND COMMENTS

Bidders are responsible for reading carefully and understanding fully the terms and conditions of this bid. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Office listed on the cover page no later than 5:00 p.m. P.T. on Thursday, June 7, 2012. Such requests should contain the following: "Questions:". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Karan Wolff, KWolff@sandiego.gov. It is incumbent upon Bidders to verify City receipt of their questions. All questions submitted by the above due date and time will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidders who are on record with the Procurement Specialist as having received this bid. No oral communications can be relied upon for this bid. To the extent that a question causes a change to any part of this bid, an addendum shall be issued addressing such.

D. PRICING

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges. Include any special taxes (if applicable) such as Superfund Tax as a separate item. Do not include sales tax in bid price. This material is used in the City's potable water process and therefore is not subject to California state tax. The City's California Resale Certificate shall be provided to the successful bidder upon award of the contract.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

E. AWARD

This bid shall be awarded to a single vendor.

F. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and three (3) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Three (3) copies of Material Safety Data Sheets (as specified in Section II, paragraph K).
- b. Bidder's References (as specified in Section II, paragraph O).
- c. Bidder's Statement of Subcontractors (as specified in Section II, paragraph O).
- d. Bidder's Statement of Financial Responsibility (as specified in Section II, Paragraph).
- e. Contractor Standards Pledge of Compliance (use form in Forms section).
- f. Equal Opportunity Contracting Program (use form in Forms section).
- g. NSF Compliance Form (as Specified in Section III, Specifications, paragraph B, "Liquid Chlorine Requirements).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph J, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Contractor/Vendor Registration (use form in Forms section).

- d. Business Tax Certificate as specified in Section II, paragraph W, if not currently on file.

G. EQUAL BENEFITS

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

H. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. 7 %

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

I. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

J. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

K. MATERIAL SAFETY DATA SHEETS

All Bidders must submit with their bids two (2) copies of the material safety data sheet (MSDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

The Contractor must also send with each shipment one (1) copy of the MSDS for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

L. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

M. BACKORDERS

Contractor shall ship items in the quantities shown on the Purchase Order, backorders are unacceptable without prior City approval. Unauthorized backorders may be cause for contract termination. The City reserves the right to evaluate the number of backorders to determine if backorders are negatively impacting the City's daily operations, which may be cause for termination of the contract.

N. SUBSTITUTIONS

No substitutions of items bid shall be permitted without review and written authorization from the City. The City shall be given a thirty (30) day notice of any proposed substitution.

O. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for providing Chlorine in quantities of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms section).
2. Bidder's Statement of Subcontractors (use form in Forms section).
3. Bidder's Statement of Financial Responsibility (use form in Forms section).

P. EXCEPTIONS

If a Bidder takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid. Failure to do so will be construed as acceptance of all provisions of the bid and General Provisions.

Q. PAYMENTS

Payment will be made in arrears of products and/or services accepted by the City's Project Manager or designee and billed in accordance with the terms of this bid. The City's goal is to pay within a Net 30 term, unless acceptable prompt payment terms are offered in accordance with this RFB.

R. INVOICING

For all Department Open Purchase Orders issued, Contractor shall provide a monthly Invoice Summary to be submitted and dated the first work day of the following

month. For all itemized Purchase Orders, invoices shall be submitted within seven (7) working days from the date of shipment.

All invoices to the City shall show the bill to and ship to location, the net price to the City, item description, quantity, extension, total invoice cost, and a valid Purchase Order number. For Procurement Card transactions, a copy of the transaction slip shall be attached to the invoice in lieu of a Purchase Order number.

S. DELIVERY

1. Contractor shall make deliveries to the locations listed in Section III, Specifications, paragraph C, "Delivery Requirements." The City reserves the right to add or remove delivery locations throughout the contract period at no additional cost to the City.
2. All deliveries must be accompanied by an invoice or delivery receipt which includes the price of the item being delivered. A copy of this document must be signed by the individual accepting delivery. All invoices and delivery tickets must reference applicable purchase order numbers and/or sub-order numbers.
3. Orders shall be delivered within ten (10) business days after receipt of order (verbal and/or written).
4. The City reserves the right to make purchases via purchase order and/or purchase by procurement card for delivery to City facilities.
5. The Contractor shall be responsible for any chemical spills that occur during the Contractor's unloading of the chemical. Any chemical spill must be cleaned up immediately and properly disposed of by Contractor in an appropriate manner.

T. FREIGHT CARRIER

It is the vendor's responsibility to ensure that their freight carriers have proper Commercial General Liability, Automobile Liability, and Workers' Compensation insurance coverage. The City is not responsible for material until it has been delivered and accepted from the freight carrier. Therefore, the City accepts no liability for material prior to delivery or while it is under the vendor's possession, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

U. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

V. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/coc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

W. BUSINESS TAX CERTIFICATE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

X. BID RESULTS

Bid results will not be given out over the phone. To obtain bid results, either (1) attend the bid opening, or (2) provide a self-addressed stamped envelope referencing the bid number, or (3) check the City's web site under Bid & Contract Opportunities, "Bid Tabulations". Envelopes may be submitted with the bid, or mailed directly to the Purchasing & Contracting Department. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be available for viewing within three (3) to (5) working days after the bid opening.

Y. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

III. SPECIFICATIONS

A. MAINTENANCE OF LIQUID CHLORINE 2,000 LB. CYLINDERS

1. The cylinders, valves, and all related hardware shall be properly maintained.
 - a. Valves shall not require excessive force to open.
 - b. Valves and fuse plugs shall be devoid of corrosion.
2. The cylinders shall have no more than 20 mil. thickness of paint.
3. The cylinders shall not display signs of chipping or paint build-up.
4. The cylinders shall be labeled as containing chlorine.
5. The cylinder restrainer bolts shall be a standard 7/16", four (4) sided.

B. LIQUID CHLORINE REQUIREMENTS

The material shall conform to American Water Works Association (A.W.W.A.) Standard for Liquid Chlorine, A.W.W.A. B301-92 or most current revision, and National Sanitation Foundation Standard #60. A copy of the compliance notice for NSF #60 shall be submitted with the bid.

C. DELIVERY REQUIREMENTS

1. Alvarado Filtration Plant
5540 Kiowa Drive
La Mesa, CA 91942

Approximately 750 tons to be delivered in one ton cylinders.

2. Lower Otay Filtration Plant
1500 Wueste Road
Chula Vista, CA 91915

Approximately 210 tons to be delivered in one ton cylinders.

3. Miramar Water Filtration Plant
10710 Scripps Lake Drive
San Diego, CA 92131

Approximately 700 tons to be delivered in one ton cylinders

Name of trucking company which will deliver chlorine: JCI JONES CHEMICALS INC.

The City may add additional delivery sites at no additional cost.

Delivery trucks used for transport of the chlorine must be equipped with at least one (1) emergency repair kit for each size cylinder carried and one (1) self-contained breathing apparatus. Trucking personnel must be trained in the proper use of this equipment.

D. TERMINATION

The contract may be terminated if Contractor fails on more than one (1) occasion, at any time during the contract period, to deliver this material within the time stated on the proposal page, and if late or non-delivery causes any plant to run short of Liquid Chlorine or to run the risk of being entirely out of Liquid Chlorine. The City of San Diego will be the sole judge of whether or not to place an emergency order for this product. Furthermore, the contract may be terminated if Contractor fails to meet any other obligation of the specifications (see paragraph 45 of the General Provisions).

E. EXPERIENCE

Successful Bidder must have previous experience in providing chlorine in quantities as specified in this bid document to water district, municipalities, or other large entities. Please submit with your bid three (3) references showing proof of such experience, giving name of contract person, address and phone number, and duration of contract period. Failure to provide the City with satisfactory references may be cause for Contractor to be deemed as non-responsible and/or non-responsive. The "Bidders Reference" form on page 18 may be utilized for this purpose.

F. EMERGENCY ORDER

In an emergency, the City requires delivery within forty-eight (48) hours. In the event the Contractor is unable to deliver within this time frame, the City reserves the right to purchase off-contract.

G. FAILURE TO DELIVER ORDER

In addition, if the contractor fails to deliver material within time indicated on the contractor's bid submittal page, causing any plant to run short of product or run the risk of being totally out of this product, the City reserves the right to purchase off-contract. If under such circumstance, it becomes necessary for the City to obtain the product on an emergency basis (due to failure of contractor to deliver, or the apparent likelihood that contractor will be unable to deliver), the City will bill Contractor for the difference in cost between the contract price and the price the City paid for the emergency delivery.

Furthermore, should the City be subjected to fines or any other expenses as a result of Contractor's or agents of the Contractor's failure to deliver the product herein specified, Contractor will be held liable to the City for reimbursement of the entire amount of expense imposed upon the City because of late or non-delivery.

BIDDER'S REFERENCES

The Bidder is required to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: Los Angeles Dept of Water & Power Contact Name: Dale Kawada
Address: 13101 Sepulveda Blvd Phone Number: 818-771-6060
Sylmar, CA 91342 Fax Number: 818-771-6012
Dollar Value of Contract: \$ 500,000 per year Contract Dates: 2007, 2008, 2009, 2010, 2011, 2012
Requirements of Contract: Furnish & deliver Liquid Chlorine

Company Name: City of Long Beach Contact Name: Doug McKee
Address: 333 W. Ocean Blvd, Plaza Lvl Phone Number: 562-570-2464
Long Beach, CA 90802 Fax Number: 562-726-9625
Dollar Value of Contract: \$ 250,000 per year Contract Dates: 2006 thru 2013
Requirements of Contract: Supply & deliver Liquid Chlorine

Company Name: Helix Water District Contact Name: Stan Kute
Address: 9550 Lake Jennings Park Rd Phone Number: 619-443-1031, Ext 488
Lakeside, CA 92040 Fax Number: 619-443-1020
Dollar Value of Contract: \$ 150,000 per year Contract Dates: 2008, 2009, 2010, 2011, 2012
Requirements of Contract: Furnish & deliver Chlorine

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

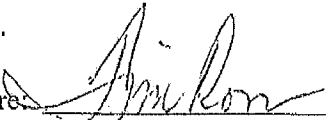
BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, TIM ROSS, certify that my company, JCI Jones Chemicals, Inc., has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 6/11/12

Signature: 

CONTRACTOR INFORMATION FORM

CONTRACTOR: JCI Jones Chemicals, Inc.
BID NUMBER: 10025736-12-C
CONTRACT TITLE: Furnish Liquid Chlorine for City's Public Utilities
CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Tim Ross
PHONE NUMBER: One (1) Hour Response or Less 310-523-1629
FAX NUMBER: 310-523-2944
PAGER NUMBER: 310-523-1629 (after hours paging answering service)
CELL PHONE NUMBER: 310-557-6604
EMERGENCY NUMBER: 310-523-1629
(For non working hours including weekends and holidays)
NAME OF ON SITE (WORKING) SUPERVISOR: Tim Ross
(Capable of discussing all aspects of the contract)
NAME OF NON-WORKING SUPERVISOR: N/A
NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 28
DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S (M) (T) (W) (TH) (F) S (or as needed)
PRINT NAME: Tim Ross
SIGNATURE: Tim Ross

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



City of San Diego
 Purchasing & Contracting Department
 Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:
 [ID Number will be provided by City]

Firm Info:

Firm Name:
 (as reported on W9)
 Firm Address:
 City: State: Zip:
 Phone: Fax:
 Taxpayer ID: Business License:
 Website:

Contact Info:

Contact Name:
 Title:
 Email:
 Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:
 City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:
 City: State: Zip:

Contractor Licenses (if applicable)

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Contractor/Vendor Registration Form - Page 2

Firm Name: *JCI Jones Chemicals, Inc.*

Product/Services Information:

NIGP Codes: *885-38*
885-00

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more)	<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input checked="" type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
		<input type="checkbox"/> Utility

*Required

Ethnicity:

Ethnicity: *CAUCASIAN AMERICAN*

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification: *

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

Furnish Liquid Chlorine to the City's Public Utilities Dept.

B. BIDDER/CONTRACTOR INFORMATION:

JCI Jones Chemicals, Inc.		N/A	
Legal Name		DBA	
1401 Del Amo Blvd, Torrance, CA			90501
Street Address	City	State	Zip
Tim Ross, West Coast Vice Pres.	310-523-1629	310-523-2944	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

- In the past five (5) years, has your firm changed its name?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

- In the past five (5) years, has a firm owner, partner or officer operated a similar business?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: 1/1/1930 State of incorporation: New York

List corporation's current officers: President: Jeffrey W. Jones
Vice Pres: Ryan C. Jones & Jeffrey R. W. Jones
Secretary: James M. Hartman, Esq.
Treasurer: Laura Spencer

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated 9/12/11.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

Bid No. 10025736-12-C

- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

<u>Tim Ross, West Coast Vice President</u>	<u></u>	<u>6/11/12</u>
Print Name, Title	Signature	Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

BIDDER REQUIREMENTS

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

- II. **Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
 - A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

 - B. **Contract Language.** The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:

Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

 - C. **Compliance Investigations.** Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the

Nondiscrimination in Contracting Ordinance apply only to violations of the *Ordinance*.

III. **Equal Employment Opportunity.** Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval

B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:

1. The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Proposer disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Proposer discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;

7. The Proposer disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Proposer disseminates its EEO Policy to union and community organizations;
9. The Proposer provides immediate written notification to the City when any union referral process has impeded the Proposer's efforts to maintain its EEO Policy;
10. The Proposer maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Proposer maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Proposer encourages all present employees, including people of color and women employees, to recruit others;
13. The Proposer maintains all employment selection process information with records of all tests and other selection criteria;
14. The Proposer develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Proposer's employment needs;
15. The Proposer conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Proposer ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Proposer establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Proposer is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Proposer association, Proposer/community professional association, foundation or other similar group of which the Proposer is a member will be considered as being part of fulfilling these obligations, provided the Proposer actively participates.

IV. **Equal Opportunity Contracting.** Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Small Emerging Local Business Program participation level*.

A. Small Emerging Local Business Program Participation Level

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

B. Contract Activity Reports. To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. **Outreach Efforts.** Description of Proposer's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. **Past Participation Levels.** Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.

VI. **List of Subcontractors/Subconsultants.** Proposers are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

VII. **Definitions.** Certified "Minority Business Enterprise" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "Women Business Enterprise" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "Disadvantaged Business Enterprise" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "Disabled Veteran Business Enterprise" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

"Other Business Enterprise" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: JCT JONES CHEMICALS, INC.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1765 RINGLING BLVD

City: SARASOTA County: SARASOTA State: FL Zip: 34236

Telephone Number: (941) 330-1537 Fax Number: (941) 330-9658

Name of Company CEO: JEFFREY W. JONES

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 1401 WEST DEL AMO

City: IRVINE County: LOS ANGELES State: CA Zip: 92650

Telephone Number: (949) 523-1629 Fax Number: (949) 523-2944

Type of Business: WHOLESALE & REPACKAGED Type of License: _____

The Company has appointed: SUSAN MALLOY JONES

As its Equal Employment Opportunity Officer (EEOO), the EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1765 RINGLING BLVD, SARASOTA FL 34236

Telephone Number: (941) 330-1537 X123 Fax Number: (941) 330-9658

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of JCT JONES CHEMICALS, INC.

(Firm Name)

SARASOTA, FLORIDA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 11TH day of JUNE, 2012

[Signature]
(Authorized Signature)

SUSAN MALLOY JONES
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: JCT JONES CHEMICALS, INC. DATE: 6.11.2012

OFFICE(S) or BRANCH(ES): TORRANCE, CALIFORNIA COUNTY: LOS ANGELES

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1										1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support						1						1	1	
Services														
Crafts				1										
Operative Workers		4		15		1						2		
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	5	16	1	1							4	1		
--------------------	---	----	---	---	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 28

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3

NAME OF FIRM: JCI JONES CHEMICALS, INC. DATE: 6.11.2012

OFFICE(S) or BRANCH(ES): TORRANCE, CALIFORNIA COUNTY: LOS ANGELES

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

<u>Management & Financial</u>	
Advertising, Marketing, Promotions, Public Relations, and Sales Managers	Entertainers and Performers, Sports and Related Workers
Business Operations Specialists	Health Diagnosing and Treating Practitioners
Financial Specialists	Lawyers, Judges, and Related Workers
Operations Specialties Managers	Librarians, Curators, and Archivists
Other Management Occupations	Life Scientists
Top Executives	Media and Communication Workers
	Other Teachers and Instructors
<u>Professional</u>	Postsecondary Teachers
Art and Design Workers	Primary, Secondary, and Special Education School Teachers
Counselors, Social Workers, and Other Community and Social Service Specialists	Religious Workers
	Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

CONTRACT ACTIVITY REPORT

Proposers are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ PRIME CONTRACTOR: _____
 CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-to-Exceed Amount

SubContractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
N/A							
Prime Contractor Total:							
Contract Total:							

Completed by: _____

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: JCT JONES CHEMICALS, INC Contact Name: SUSAN JONES
Company Address: 1765 RINGLING BLVD Contact Phone: 941-330-1537x123
SARASOTA, FL. 34236 Contact Email: SUSAN@JCTCHEM.COM

CONTRACT INFORMATION

Contract Title: Furnish Liquid Chlorine to City's Public Utilities Start Date: 1yr from Award
Contract Number (if no number, state location): Bid No 10025736-12-C End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - " Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - " Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

I affirm compliance with the EBO because my firm (contractor must select one reason):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

SUSAN JONES VP OF HR [Signature] 6.11.2012
Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved - Reason:

June 11, 2012

June 11, 2012

Contract Compliance Officer
The City of San Diego
Equal Opportunity Contracting Program
1200 Third Avenue, Suite 200
San Diego, California 92101

Re: JCI Jones Chemicals, Inc. EOP

In an effort to ensure that no line items under the Bidder Requirements are not properly addressed I felt it prudent to go through each one and address it accordingly.

- I. Just as the City of San Diego is, JCI is also strongly committed to equal opportunity not only for our employees but for the cities and municipalities in which we do business as well as our subcontractors and professional services we engage in business with.

- II. JCI will comply with the City's requirements for Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.301 through 22.33517.
 - A. Disclosure of Discrimination Complaints – none.
 - B. Contract Language – JCI is in compliance and includes in all contracts with vendors and suppliers the following language:

JCI will not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. JCI provides equal opportunity for subcontractors to participate in opportunities.

Further to which JCI understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment and other sanctions.
 - C. Compliance Investigation – JCI will comply within sixty (60) calendar days a complete list of the names of the names of all subcontractors, vendors and suppliers that we have used in the past five (5) years.

- III. Equal Employment Opportunity
 - A. Work Force Report - attached.
 - B. Equal Employment Opportunity Plan – attached, dated January 3, 2012.

Since 1936

1. JCI maintains a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which JCI employees are assigned to work.
2. Susan Malloy Jones is the designated Equal Employment Officer of JCI and as such monitors all employment related activity to ensure that our EEO Policy is being carried out and submits reports relating to EEO provisions.
3. JCI disseminates and reviews our EEO Policy with all employees at least once a year which is included in the JCI Employee Handbook. Also included in the handbook are policies regarding Non-Discrimination, Sexual Harassment and Non-Harassment.
4. JCI reviews annually all supervisor's adherence to and performance under our EEO Policy and we maintain written documentation of these reviews.
5. JCI makes known to all subcontractors that we are an equal opportunity employer and that we do not discriminate on any basis.
6. JCI maintains record of all bid solicitations. While the type of subcontractors that we use is limited, we often conduct searches to make sure that there are not new transportation companies that could be considered.
7. JCI disseminates our EEO Policy externally through various media - we have attached a small sampling of one of our diversity partner's outreach efforts on our behalf through the use of Monster.com.
8. Currently JCI is not under the auspices of any unions.
9. JCI agrees to notify The City when any union referral process will impede our efforts to maintain an EEO Policy.
10. JCI maintains a current list of recruitment resources. Since we use Monster.com who as mentioned previously reaches out not only to organizations of people of color and women we do not track where the responses originate and therefore are unable to keep a record of those various organizations responses.
11. JCI maintains an applicant flow log which lists the current list of names, addresses and phone numbers of each and every walk-in applicant including people of color and women, recruitment sources, or community organizations with a description of the employment action taken. The applicant flow logs are then compiled for the annual EEOC filings. As such we are keenly aware of our progress and effectiveness of equal opportunity practices assuring non-discriminatory hiring, promotions, demotions, layoffs, and terminations. Further to which JCI has always more than surpassed the EEOC requirements and we are always in compliance.
12. JCI does strongly encourage all present employees, including people of color and women employees to recruit others. Some of our best referrals have come from current employees.
13. JCI maintains all employment selection process information with the records of the tests and other selection criteria.
14. JCI develops and maintains documentation for on-the-job training opportunities for all of our employees.

Since 1936

15. JCI conducts annually an inventory and evaluation of all employees for promotional opportunities and encourages all employees to see and prepare appropriately for such opportunities.
16. JCI ensures that our working environment and activities are non-segregated.
17. JCI establishes and documents policies and procedures to ensure job classifications, work assignments, promotional test, recruitment and other personnel practices do not have a discriminatory effect.
18. JCI is a proud and active member in the Orange County Water Summit, The Chlorine Institute and the American Chemistry Council.

- IV. Equal Opportunity Contracting – JCI welcomes the steps to diversify and expand our subcontractor solicitation base, however based upon the highly skilled and necessary certifications required to become a common carrier of hazardous materials our outreach efforts are extremely limited purely based upon the nature of our business and the many requirements under DHS and DOT.
- V. Demonstrated Commitment to Equal Opportunity – Please see our response to Item IV.
- A 1. – JCI knows of no qualified firms that fall under any of the following categories including SBLE/ELBE/DBE/MBE/WBE/DVBE/OBE which are licensed haz-mat common carriers that meet the necessary regulations to transport our products.
- A 2. – See response to A 1
- A 3. – JCI uses nationwide recruitment organizations including Monster.com which then ties directly into many local and national media outlets as well as having several diversity alliances in order to facilitate or ability to recruit only the best. Every ad posted always highlights that JCI is an Equal Opportunity Employer. JCI has a very low turnover rate and hiring on average is approximately 25 employees annually across the United States. Below please find a list of the diversity and inclusion partnerships that channels a pipeline of top-quality diverse candidates straight to our opportunities:
- AMightyRiver.com
 - Bantanga Ad Network
 - BlackPlanet.com
 - MiGente.com
 - AslanAve.com
 - GLEE.com
 - Hire Disability Solutions
 - Consorte Media Network
 - IHispano Network which also ties into 8 other Latino agencies including Telemundo
 - InteractiveOne Network
 - Women in technology International
 - WorkplaceDiversity.com
 - NAACP Executive Career Fairs
 - The Retired Enlisted Association
 - Military.com
 - WorkplaceDiversity.com

Since 1936

A 4. -- JCI takes its civic responsibilities very seriously and is proud to be a leader in philanthropic giving not only nationally but in the local communities in which we work and serve. The list is quite lengthy so I would respectfully ask you to visit our website at www.jcichem.com for a full listing of national charitable organizations that have benefited from the millions of dollars we have donated in our over 81 year history.

- VI. List of Subcontractors - Because JCI does not use common carrier subcontractors with specific regularity it is highly unlikely that any subcontractor common carriers will be necessary on the City of San Diego Contract. As such, neither a list of subcontractors nor their commitment letters will be submitted as we are not anticipating that there will be any participation in the project.

If you should have any questions or require further clarification regarding the enclosed EBOCC information for the City of San Diego Bid please contact me at susan@jcichem.com or 941-330-1537 ext. 123.

Very truly yours,



Susan Malloy Jones
Executive Vice President of Human Resources



EQUAL EMPLOYMENT OPPORTUNITY POLICY

January 3, 2012

The employment policy of JCI is to provide equal opportunity to all personas. Our company therefore has made a commitment to equal employment opportunity through a positive and continuing Affirmative Action Program. No employee or applicant for employment will be discriminated against because of race, color, religion, sex, national origin, age, marital status, citizenship status, otherwise qualified disability or veteran status.

To implement these policies, JCI will continue to:

- A. Recruit, hire, train, and promote personas in all job classifications without regard to race, color, religion, sex, national origin, citizenship status, otherwise qualified disability or veteran status. JCI does not discriminate on the basis of national origin or citizenship status as provided under the Immigration Reform and Control Act of 1986.
- B. Base decisions on employment so as to further the principle of equal employment opportunity.
- C. Insure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
- D. Insure that all personal actions (including but not limited to compensation, benefits, transfer, layoffs, return from layoffs, company sponsored training, education, tuition assistance, social and recreational programs) are administered without regard to race, color, religion, sex, national origin, age, marital status, citizenship status, otherwise qualified disability or veteran status.

Susan Jones has been designated as EEO coordinator and is responsible for compliance with state and federal equal employment opportunity laws and for implementing the affirmative action program, including equal employment practices, monitoring, and internal reporting. If you would like to see the plan or have questions, comments, or complaints please contact the above listed EEO coordinator at (941) 330-1537 during regular business hours (EST).

The continued success of our Affirmative Action Program requires maximum cooperation from every employee throughout the organization. Equal employment opportunity is not only the law, but is a principle of JCI. Your cooperation is expected to achieve this goal and I personally stand behind this principle.

Jeffrey W. Jones
President & C.E.O.

monster

Diversity & Inclusion
Partner Network

Monster Diversity & Inclusion

Monster Diversity & Inclusion Partnerships are a web of strategic alliances that provide you with instant access to the most popular online communities for diverse Job Seekers online. These alliances drive the best candidates to our Diversity & Inclusion solutions, channeling a pipeline of top-quality diverse candidates straight to you – ensuring a larger and more diverse response to your job posting.

IHISPANO.COM

IHispano.com is the premier network for Latino professionals in the United States. With a network of over one million Hispanic professionals, a strategic network of high-traffic career centers and media, IHispano.com provides companies with an unparalleled resource for executing their diversity initiatives.

AMIGHTYRIVER.COM - The leading and fastest growing site dedicated to networking and recruitment of African American professionals in the US.

BATANGA AD NETWORK (PLUS 200 SITES) - Batanga, Inc. is the leading Hispanic-focused online media company. The Batanga Network reaches the most U.S. Hispanics online monthly (over 14MM+ UVs monthly), across all categories and all demographics. Batanga.com, one of its premier online destinations, has consistently been one of the top online destinations for U.S. Hispanics over the past ten years.

VIBE LIFESTYLE NETWORK - The parent company of VIBE Magazine and VIBE.COM, it is the premier destination for the hip-hop generation. The new Vibe is the premier destination for urban music, entertainment, culture and lifestyle for the aspirational 18-34 year old.

HBCUCONNECT NETWORK - Launched in 1999, it is the #1 web destination for Historically Black College and University recruits, students and alumni. The HBCUConnect network connects over 105 HBCUs and their career centers across the US, tapping into the most powerful access point for qualified, educated, upwardly mobile community of African American professionals and trendsetters.

INTERACTIVEONE

InteractiveOne Network is the leading network for African Americans and other ethnicities across online, print, radio and TV media channels. As part of the RadioOne network, InteractiveOne reaches 82% of African Americans². And with over 24 million registered users³, InteractiveOne is the leading destination for African Americans in the U.S.

Associations Include:

- BlackPlanet.com
- MiGente.com

Media Sites Including:

- NewsOne.com
- TheUrbanDaily.com
- Giantmag.com
- HelloBeautiful.com
- Elev8.com
- TVOne.com

monster'

Diversity & Inclusion
Partner Network

- RadioOne.com

Other Partners:

Hire Disability Solutions, LLC - A national leader in recruiting the best and brightest people for visionary companies. Hire Disability helps enhance corporate image, build corporate brand and boost the bottom line through expertise with diversity and total inclusion across cultures, class, and disabilities. **Abilliteen.com** - A subsidiary organization of Hire Disability Solutions that engages in mentorship programs for disabled youth.

Workplace Diversity - WorkplaceDiversity.com, the source for diversity talent®, is the preeminent job search web site for Corporate Recruiters who are seeking experienced diverse talent. This partner works with Monster to provide a broad scope solution across all Diversity verticals and categories.

New York Urban League - The New York Urban League's / Monster.com Employment Services program serves both the Employer and Job Seeker by matching qualified candidates with employers who are actively hiring. The goal is to match qualified candidates to Employers, leading to hires for Employer customers and Job Seekers, specifically focused on the urban minority environment.

MONSTER DIVERSITY & INCLUSION RECRUITMENT SOLUTIONS

MONSTER DIVERSITY & INCLUSION JOB POSTINGS

Diversity & Inclusion Job Postings consist of mirrored products that enable extensions of standard job postings to be posted across the Monster Diversity & Inclusion network. This network is designed to expose the job postings to candidates who have either self-identified themselves as diverse OR access our partner network sites who are focused on delivering content specific to diverse communities and cultures. The Monster Diversity & Inclusion network includes partner sites such as BlackPlanet.com, Hispanto, Mlgente, HireDisabilitySolutions and Military.com. Job postings are replicated on these sites, typically in a career or jobs section of the site and enable full search capabilities within the site as part of the user experience.

FACTS

- > The Monster Diversity & Inclusion Partner Network has approximately 35 million registered members across Black Planet, Hispanto and corresponding partnerships¹
- > The Monster Diversity & Inclusion Job Network hosts approximately 4.2 million Job Views each month²
- > The Monster Diversity & Inclusion Job Network has approximately 8.3 million unique visitors monthly including Military.com³
- > More than 156,000 job applies through the Monster Diversity & Inclusion Job Network (excludes Internal Monster diversity job applies)⁴

MONSTER DIVERSITY & INCLUSION RESUME ACCESS

Monster offers access to the largest dedicated Diversity & Inclusion database collected based on self-identified diverse candidates. The design of this database enables access to resumes through Monster Diversity & Inclusion network partners, as well as through the mainstream Monster site.

FACTS

- > This database houses more than 5 million records, with about 3 million of them being searchable diverse candidate resumes. This is the largest known commercial resume database in the U.S. related to diverse candidates⁵
- > The Monster Diversity & Inclusion Searchable Resume Database houses only recent resumes updated within the last 18 months
- > The Monster Diversity & Inclusion Resume Database can be accessed through powerful search technologies such as Power Resume Search⁶ using eSense⁷ technology

1. Monster Diversity & Inclusion Partner Network, as of 12/31/2010. 2. Monster Diversity & Inclusion Job Network, as of 12/31/2010. 3. Monster Diversity & Inclusion Job Network, as of 12/31/2010. 4. Monster Diversity & Inclusion Job Network, as of 12/31/2010. 5. Monster Diversity & Inclusion Resume Database, as of 12/31/2010. 6. Monster Diversity & Inclusion Resume Database, as of 12/31/2010. 7. Monster Diversity & Inclusion Resume Database, as of 12/31/2010.

MONSTER DIVERSITY & INCLUSION PARTNERSHIPS

monster.com

PROFESSIONAL DIVERSITY & INCLUSION NETWORK

iHispano.com - The premier network for Latino professionals in the United States. With a network of more than 1 million Hispanic professionals¹, a strategic network of high-traffic career centers and media, iHispano.com provides companies with an unparalleled resource for executing their diversity initiatives. Associations include:

- National Society of Hispanic MBAs
- Association of Latino Professionals in Finance & Accounting (ALPFA)
- Latinos in Information Science and Technology Association (LISTA)
- National Association of Hispanic Journalists (NAHJ)
- National Hispanic Business Association (NHBA)
- National Hispanic Professional Organization (NHPO)
- Multicultural Foodservice & Hospitality Alliance (MFHA)
- National Association of Black Journalists (NABJ)
- Hispanic Professionals Networking Group (HPNG)

InteractiveOne Network - The leading network for African Americans and other ethnicities across online, print, radio and TV media channels. As part of the RadioOne network, InteractiveOne reaches 82% of African Americans². And with more than 24 million registered users⁴, InteractiveOne is the leading destination for African Americans in the United States. Associations include BlackPlanet.com, Migenio.com, NewsOne.com, TheUrbanDaily.com, Giantmag.com, HelloBeautiful.com, Elev8.com, TVOne.com, and RadioOne.com.

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FOR MORE INFORMATION
SEE PAGE 51

monster.com

Partner

Other Partners:

Hire Disability Solutions, LLC – A national leader in recruiting the best and brightest people for visionary companies. Hire Disability helps enhance corporate image, build corporate brand and boost the bottom line through expertise with diversity and total inclusion across cultures, class, and disabilities.

AbilityOne.com – A subsidiary organization of Hire Disability Solutions that engages in mentorship programs for disabled youth.

Workplace Diversity – WorkplaceDiversity.com, the source for diversity talent, is the preeminent job search web site for Corporate Recruiters who are seeking experienced diverse talent. This partner works with Monster to provide a broad scope solution across all Diversity verticals and categories.

New York Urban League – The New York Urban League's/Monster.com Employment Services program serves both the Employer and Job Seeker by matching qualified candidates with employers who are actively hiring. The goal is to match qualified candidates to Employers, leading to hires for Employer customers and Job Seekers, specifically focused on the urban minority environment.

Global Novations – A firm focussed on providing a more holistic suite of services around talent optimization, diversity training and leadership development. Global Novations helps clients accelerate the achievement of their business objectives.

Diversity & Inclusion Partnerships is the glue that binds a motivated and diverse network of qualified Job Seekers. The right candidates have never been closer. Connect today.



INTERACTIVEONE



VIBE



AND GLOBALNOVATIONS

*Internal Partner Data: Hispano.com 2009; **NBAConnect.com media kit; *Internal Partner Data: InteractiveOne 2009, based on combined InteractiveOne & HubOne properties; *Internal Partner Data: MiamiRiver.com 2010; *comScore Media Matrix, March 2010

CHOOSE YOUR OWN
ADVERTISING STRATEGY


To get started, call learning@monster.com or call 1-800-MONSTER (646-7627) and speak to your Monster Representative now!

**JCI JONES CHEMICALS, INC.
CONSENT TO
SHAREHOLDER ACTION**

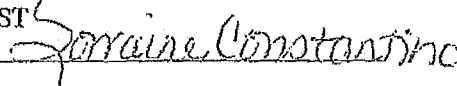
January 11, 2012

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

RESOLVED, that all Corporate Officers generally, **Timothy Ross**, Branch Manager and **Colleen DuBose**, Sales Coordinator are hereby authorized to submit and sign bids, contracts and other documents on behalf of the **Torrance, California** branch of this Corporation, to municipalities and others for the sale of company products.


Jeffrey W. Jones
Chief Executive Officer & President

ATTEST


Serraine Constantino

Certificate of Compliance

Certificate Number **20071221-MH18026**
Report Reference **05 January 1995**
Issue Date **2007 December 21**

Page 1 of 2



**Underwriters
Laboratories Inc.**

Issued to: **JCI Jones Chemicals Inc**
Suite 900
1515 Ringling Blvd
Sarasota FL 34236


*This is to certify that
representative samples of* **Sunny Sol (r) Chlorine**
Maximum Use Level 30 mg/L

*Have been investigated by Underwriters Laboratories Inc.® in
accordance with the Standard(s) indicated on this Certificate.*

Standard(s) for Safety: **ANSI/NSF Standard 60 - Drinking Water Treatment Chemicals**

Additional Information: **See addendum for factory locations**

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and, the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product

Issued by:

Nancy Batey, Project Handler

Underwriters Laboratories Inc.

Reviewed by:

Douglas Frederick, Senior Project Chemist

Underwriters Laboratories Inc.

UL's investigation and classification services are performed on behalf of Underwriters Laboratories, Inc. (UL) and are not intended to be a substitute for the manufacturer's own safety testing or other safety measures. UL's investigation and classification services are not intended to be a substitute for the manufacturer's own safety testing or other safety measures.

Certificate of Compliance

Certificate Number 25071221-MHM3023

Report Reference 03 January 1993

Issue Date 2007 December 21

Page 2 of 2



**Underwriters
Laboratories Inc.**

This is to verify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

Factory Locations:

Barberton, OH
Beech Grove, IN
Caledonia, NY
Charlotte, NC
Jacksonville, FL
Merrimack, NH
Milford, VA
Riverview, MI
Tacoma, WA
Torrence, CA
Warwick, NY

Issued by:

Nancy Satya, Project Handler

Underwriters Laboratories Inc.

Any individual or organization using the UL Mark symbol for product certification must be registered with Underwriters Laboratories Inc. For more information, contact the UL Mark Office at 774-220-1000.

Reviewed by:

Douglas Frankish, Senior Project Chemist

Underwriters Laboratories Inc.

MATERIAL SAFETY DATA SHEET

THE FOLLOWING CLAUSE DISCLAIMS CANEXUS' LIABILITY, PLEASE READ IT CAREFULLY

The information herein is provided in good faith and believed to be accurate as of the effective date shown below. However, Canexus makes no warranty (of merchantability or otherwise), express or implied, with respect to the information in this MSDS and Canexus assumes no liability resulting from use of this MSDS or the information provided therein. Since conditions for use of the products described in this MSDS are not under Canexus' control, it is the buyer's/user's responsibility to make their own investigations to determine the suitability of the information for their particular purposes and to ensure that their activities comply with all federal, state, provincial or local laws and in no event shall Canexus be liable for any claims, losses, damages or expenses of any buyer/user, or of any third party, howsoever arising.

SECTION 1 - IDENTIFICATION

PRODUCT IDENTIFIER:	CHLORINE
PRODUCT USE:	Pulp bleaching, water treatment, manufacture of plastics, organic and inorganic chlorides, refrigerants, and pharmaceuticals.
MANUFACTURER:	Canexus Chemicals Canada Limited Partnership 100 Amherst Avenue North Vancouver, British Columbia, Canada V7H 1S4 Emergency, call: (604) 929-3441 To Request an MSDS, call: 1-800-699-6924

This MSDS is available in French upon request.

Cette fiche signalétique est disponible en français sur demande.

SECTION 2 - HAZARDS IDENTIFICATION

WHMIS CLASSIFICATION:

A - Compressed Gas 

D1A - Very Toxic Material causing immediate and serious toxic effects 

D2A - Toxic Material causing other toxic effects

E - Corrosive Material 

EMERGENCY OVERVIEW:

Greenish-yellow gas or clear amber liquid (under pressure) with a pungent odour. Compressed gas. Strong oxidizer. Contact with combustible material may cause fire or explosion. Combines with water to form corrosive hydrochloric and hypochlorous acids. Corrosive to the respiratory tract, eyes and skin. Very toxic. Can cause immediate death.

EFFECTS OF SHORT-TERM (ACUTE) EXPOSURE:

INHALATION: Chlorine is a severe nose, throat and upper respiratory tract irritant. Slight itching of the nose can occur at 0.2 ppm. At 1.0 ppm, scratchiness and dryness of the throat, coughing and minor difficulty breathing can occur. Severe shortness of breath and violent headache occur after exposure at 1.3 ppm for 30 minutes. Immediately dangerous to life or health (IDLH) at 10 ppm. Above 30 ppm, intense coughing, choking, chest pain and vomiting occur. Bronchitis and accumulation of fluid in the lungs may develop after severe exposure. High concentrations may cause death.

CHLORINE

SKIN CONTACT: High concentrations of chlorine gas can cause severe irritation. Symptoms include burning and prickling sensations, reddening and blisters. Direct contact with liquid chlorine causes severe local irritation, burns and possibly frostbite.

EYE CONTACT: Chlorine gas is a severe irritant to the eyes. Symptoms include a stinging and burning sensation with tearing. Direct contact with liquid chlorine may cause burns, permanent damage, and possibly blindness.

INGESTION: Not applicable to gaseous chlorine.

EFFECTS OF LONG-TERM (CHRONIC) EXPOSURE:

Repeated and prolonged exposure at 5 ppm may cause respiratory effects, inflammation of the nose and corrosion of tooth enamel. No evidence of carcinogenicity in human or animal studies. Chlorine is unlikely to accumulate in the body since it reacts with water and tissues.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Pre-existing respiratory disorders.

SECTION 3 – COMPOSITION

HAZARDOUS INGREDIENTS	% (w/w)	CAS NUMBER
Chlorine	99.5	7782-50-5

SECTION 4 - FIRST AID MEASURES

INHALATION: Take precautions to ensure your own safety before attempting rescue. Wear appropriate personal protective equipment and use the 'buddy' system. Remove source of chlorine or remove victim to fresh air. If breathing has stopped, a trained person should begin artificial respiration, or if the heart has stopped, cardiopulmonary resuscitation (CPR) immediately. Oxygen may be beneficial if administered by a suitably trained person. Obtain medical attention immediately.

SKIN CONTACT: Immediately flush contaminated areas with lukewarm, gently running water for at least 20 minutes. Remove contaminated clothing. If irritation persists, obtain medical attention immediately. Use cold packs to reduce pain.

EYE CONTACT: Immediately flush contaminated eye(s) with lukewarm, gently running water for at least 30 minutes, by the clock, while holding the eyelid(s) open. Take care not to rinse contaminated water into a non-affected eye. If irritation persists, obtain medical attention immediately.

INGESTION: Not applicable to gaseous chlorine.

GENERAL COMMENTS: Provide general supportive measures (comfort, warmth, rest). Seek medical attention for all exposures except minor instances of inhalation or skin contact. First-aid procedures should be reviewed by appropriate personnel familiar with chlorine and its conditions of use in the workplace.

SECTION 5 - FIRE FIGHTING MEASURES

FLASH POINT:	Does not burn, but strong oxidizer and fire risk	LOWER FLAMMABILITY LIMITS:	Not applicable	SENSITIVITY TO MECHANICAL IMPACT:	Not sensitive
AUTOIGNITION TEMPERATURE:	Not applicable	UPPER FLAMMABILITY LIMITS:	Not applicable	SENSITIVITY TO STATIC DISCHARGE:	Not sensitive

HAZARDOUS COMBUSTION PRODUCTS: Toxic products are formed when combustible materials burn in chlorine.

EXTINGUISHING MEDIA: Small fires: Dry chemical or carbon dioxide (CO₂). Large fires: Water spray, fog or foam as suitable for surrounding media.

MSDS#: 0007

Effective date: March 1, 2011

CHLORINE

FIRE FIGHTING INSTRUCTIONS: Wear adequate personal protective equipment. Remove chlorine containers from fire area if safe to do so. Use water to keep fire-exposed containers cool. Use water spray to direct escaping gas away from persons, such as when trying to stop the flow of gas. Use water with caution as chlorine in water may be very corrosive. Ventilate area. Chlorine gas is heavier than air and will collect in low areas.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARD INDEX:

HEALTH: 4 - May be fatal on short exposure. Specialized protective equipment required

FLAMMABILITY: 0 - Not combustible

REACTIVITY: 0 - Not reactive when mixed with water.

SPECIFIC HAZARDS: Oxidizing agent

SECTION 6 - ACCIDENTAL RELEASE MEASURES

PERSONAL PROTECTION: Evacuate unnecessary personnel from release area and keep unprotected persons upwind. Wear appropriate personal protective equipment including respiratory protection.

ENVIRONMENTAL PRECAUTIONS: Stop or reduce leak if safe to do so. Prevent chlorine from entering confined spaces, sewers or waterways.

REMEDIAL MEASURES: Restrict access to area until completion of cleanup. Ensure cleanup is conducted by trained personnel only. Extinguish or remove all sources of ignition. Ventilate area. Chlorine gas is heavier than air and will collect in low areas. Chlorine gas may be absorbed in alkaline solutions with a pH above 10. Notify government occupational health and safety and environmental authorities as per applicable regulations. In the United States, releases over 10 pounds must be reported to the National Response Center at 1-800-424-8802.

SECTION 7 - HANDLING AND STORAGE

HANDLING: Follow safe handling practices for compressed gas cylinders as described by the Compressed Gas Association or the relevant agency in the country where the product is used. Regularly inspect and test piping and containment for chlorine service according to Chlorine Institute guidelines. Have emergency equipment readily available.

STORAGE: Store containers in a well ventilated area of low fire potential and away from incompatible materials. Cylinder temperature should never exceed 51 degrees C or 125 degrees F. Avoid storage of cylinders for more than 6 months. Protect containers from weather and physical damage.

SECTION 8 - EXPOSURE CONTROLS AND PERSONAL PROTECTION

EXPOSURE LIMITS:

ACGIH TLV-C: 0.5 ppm A4, Not classifiable as a human carcinogen

ACGIH TLV- STEL: 1.0 ppm

OSHA PEL-TWA: 0.5 ppm

ENGINEERING CONTROLS: Use general or local exhaust ventilation to maintain exposure below the exposure limits. These controls may need to be augmented by the use of process or personnel enclosures, control of process conditions, or by process modification.

CHLORINE

RESPIRATORY PROTECTION:

NIOSH recommendations for chlorine concentrations in air:

Up to 5 ppm: Chemical cartridge respirator with chlorine cartridge(s), or Supplied Air Respirator (SAR). Up to 10 ppm: SAR operated in continuous flow mode, or powered air-purifying respirator with chlorine cartridge(s), or full-facepiece chemical cartridge respirator with chlorine cartridge(s), or full face-piece SCBA, or full face-piece SAR.

IDLH Conditions (10 ppm) or Planned Entry in Unknown Concentrations: Positive pressure, full face-piece SCBA, or positive pressure full face-piece SAR with an auxiliary positive pressure SCBA.

Escape: Gas mask with canister, or escape type SCBA.

NOTE: Air purifying respirators do not protect against oxygen deficient atmospheres.

In Brazil, use equipment with certificate of approval emitted by the Ministry of Labour.

SKIN PROTECTION: Wear impervious gloves and boots and/or other protective clothing according to circumstances. Some operations may require the use of an impervious full-body encapsulating suit.

EYE AND FACE PROTECTION: Eye protection is required. Chemical safety goggles are recommended. The wearing of contact lenses is not recommended.

OTHER: Have a safety shower and eye wash station readily available in the immediate work area.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	Amber liquid or greenish-yellow gas.	MELTING POINT:	-101 °C
ODOUR:	Pungent. Detection at 0.2-0.4 ppm, but unreliable.	BOILING POINT:	-34 °C
pH:	Reacts with water to produce acid solutions.	CRITICAL TEMPERATURE:	144 °C
VAPOUR PRESSURE:	638.4 kPa (6.3 atmospheres) at 20 °C	RELATIVE DENSITY:	1.33 @ 15.6 °C
SOLUBILITY:	Slightly soluble in water and soluble alkalis, but reacts liberating heat.	PARTION COEFFICIENT: n-OCTANOL/WATER	Not applicable.
VAPOUR DENSITY:	2.5 (air = 1)	EVAPORATION RATE:	Not applicable.

SECTION 10 - STABILITY AND REACTIVITY

CHEMICAL STABILITY: Dry chlorine is stable in steel containers at normal ambient conditions.

INCOMPATIBILITY: Chlorine is extremely reactive. Liquid or gaseous chlorine can react violently with many combustible materials, and other chemicals, including water. Metal halides, carbon, finely divided metals and sulphides can accelerate the rate of chlorine reactions. Chlorine is extremely corrosive to most metals in the presence of moisture (>150 ppm water) or at high temperatures. Combines with water to produce hydrochloric and hypochlorous acid. Chlorine reacts with carbon monoxide to produce toxic phosgene, and sulphur dioxide to produce sulphonyl chloride.

HAZARDOUS DECOMPOSITION PRODUCTS: None.

HAZARDOUS POLYMERIZATION: Will not occur.

CHLORINE

SECTION 11 - TOXICOLOGICAL INFORMATION

ACUTE EFFECTS:

LC50 Mouse: 137 ppm/1hr

LC50 Male rat: 260-344 ppm/1hr

CARCINOGENICITY: ACGIH: A4, Not classifiable as a human carcinogen

SENSITIZATION: Not a sensitizer

TERATOGENICITY: No information available

REPRODUCTIVE EFFECTS: No information available

MUTAGENICITY: No information available

SECTION 12 - ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION:

LC50 Daphnia magna: 0.097 mg/L/30 min

LC50 Daphnia magna: 0.063 mg/L/60 min

LC50 Yellow perch: 0.88 mg/L/60 min

Can cause immediate damage to wildlife and plants.

ECOLOGICAL FATE INFORMATION:

Unlikely to accumulate due to reactivity with moisture and tissues.

SECTION 13 - DISPOSAL CONSIDERATIONS

Dispose the contents of a leaking cylinder to a safe out-of-door area or a hood with forced ventilation. Attached an appropriate control valve with a trap or check valve and a long piece of flexible hose connected to the valve outlet. Discharge the gas at a moderate rate into an adequate amount of about 15% aqueous sodium hydroxide or other alkali in a suitable container. When all the gas has been discharged, close the cylinder valve and transport the resulting salt solution to the plant treating unit for neutralization and disposal. The cylinder should be tagged as defective and returned to the supplier according to its directions. Follow all federal, provincial/state, and local regulations. Consult with your local supplier for additional information. Residue in empty containers can be dangerous.

SECTION 14 - TRANSPORT INFORMATION

CANADIAN TRANSPORTATION OF DANGEROUS GOODS REGULATIONS:

Chlorine, Class 2.3; 8 UN1017

ERAP Index QUANTITY RESTRICTION: 500 kg

US DOT HAZARDOUS MATERIALS REGULATIONS:

Chlorine, 2.3 (Poison gas), 8 (Corrosive), UN1017

Corrosive subsidiary label is required. Classified as a Marine Pollutant. Reportable Quantity, RQ = 10 lbs.

CHLORINE

BRAZILIAN TRANSPORTATION REQUIREMENTS:

Decreto Lei no 96.044 de 18.05.88: Regulamentação do Transporte Rodoviário de Produtos Perigosos.

|| Resolução 420 12.02.2004: Instrução Complementar aos Regulamentos do Transporte Terrestre de Produtos Perigosos.

NBR 7500: Símbolos de riscos e manuseio par ao transporte e armazenagem de materiais.

NBR 7501: Terminologia: Transporte de produtos perigosos.

NBR 7503: Ficha de emergência para o transporte de produto perigoso - Características e dimensões e preenchimento

NBR 9735: Conjunto de equipamentos para emergência no transporte rodoviário de produtos perigosos

|| NBR 13295: Cloro Líquido - Distribuição, manuseio e transporte a granel é em cilindros.

|| NBR 15481: Transporte rodoviário de produtos perigosos - Requisitos mínimos de segurança.

ADDITIONAL REGULATIONS

|| IATA: International Air Transport Association - Dangerous Goods Regulations,

SECTION 15 - REGULATORY INFORMATION

CANADIAN FEDERAL REGULATIONS: (not a comprehensive list)

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA): Chlorine on the Domestic Substances List (DSL).

WHMIS CLASSIFICATION:

A - Compressed Gas

D1A - Very Toxic Material causing immediate and serious toxic effects

D2A - Toxic Material causing other toxic effects

E - Corrosive Material

WHMIS INGREDIENT DISCLOSURE LIST: Yes, 1%

CPR COMPLIANCE

This product has been classified with the hazard criteria of the CPR, and the MSDS contains all the information required by CPR.

CHLORINE

UNITED STATES FEDERAL REGULATIONS: (not a comprehensive list)

TOXIC SUBSTANCES CONTROL ACT (TSCA): Chlorine is listed on the inventory.

OSHA: Hazardous Substance under 29 CFR Section 1910, Subpart Z.

CERCLA: Hazardous Substance under 40 CFR Part 302, RQ = 10 lbs.

SARA 313: Toxic Chemical subject to the reporting requirements of 40 CFR Part 372

SARA 311/312 EPA HAZARD CATEGORIES: Immediate (Acute) Health, Sudden Release of Pressure

SARA 302: Extremely Hazardous Substance, Threshold Planning Quantity = 100 lbs.

NSF

This product has been certified to NSF/ANSI Standard 60 (Certificate number 07870/07871B) for a Maximum Use Level (MUL) of 30 mg/L..

SECTION 16 - OTHER INFORMATION

VERSION:	4.0
PREPARED BY:	Canexus Chemicals Responsible Care Department. If you have any questions, contact Canexus at: 1-800-699-6924
REVISIONS:	Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and between JCI JONES CHEMICALS, INC. (Bidder) and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize their acceptance of the terms of the Contract resulting from the Bidder's successful bid in response to the City's Request for Bid (RFB) No. 10025736-12-C for LIQUID CHLORINE for use in water treatment at City's Public Utilities Department plants.

Recitals

WHEREAS, the City issued RFB No. 10025736-12-C for Liquid Chlorine for Water Treatment, a true and correct copy of which is attached hereto as Exhibit "A;"

WHEREAS, except as otherwise specified, the City's RFB No. 10025736-12-C also incorporates the City's General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B;"

WHEREAS, Bidder submitted a bid in response to RFB No. 10025736-12-C (Bid), a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, the City determined that the Bidder's Bid was the winning bid and to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Contract Documents. This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-C and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").

- 1.1 City's RFB No. 10025736-12-C as modified by all addenda (Exhibit "A");
- 1.2 City's General Provisions (Exhibit "B");
- 1.3 Bidder's Bid (Exhibit "C");

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work. The Bidder shall provide City with Liquid Chlorine for Water Treatment, in strict compliance with the Contract Documents for a period of one year at the

prices stated in the Bidder's Pricing Page(s). The total duration of the MOA, including all options to renew, shall not exceed five years unless approved by ordinance of the City Council.

3. Effective Date. Upon execution by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40, this MOA shall take retroactive effect as of July 13, 2012.

4. Option to Renew. The City reserves the option to renew this MOA for up to four additional one-year periods under the terms and conditions stated in the MOA as more fully described in RFB No. 10025736-12-C, Specific Provisions, Option to Renew.

5. Compensation. The City shall pay the Bidder the amounts set forth in the Bidder's Pricing Page(s) at the times and in the manner set forth in the Contract Documents. The total amount paid to Bidder under this MOA shall not exceed \$1,000,000, unless approved by the City Council. The Bidder is not obligated to provide goods or services in excess of this amount, and does so at its own risk.

6. Annual Appropriation of Funds. Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

7. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 8.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

- 7.1 This Memorandum of Agreement.
- 7.2 The City's written acceptance of any exceptions or clarifications to the RFB (if any).
- 7.3 Section III of the RFB (Goods/Services Specifications).
- 7.4 The Bidder's Pricing Page(s).
- 7.5 Addenda to the RFB (if any).
- 7.6 All sections of the RFB not identified above.
- 7.7 The General Provisions.

8. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3203 authorizing such execution, and the Bidder acting by and through its authorized officer.

JCI JONES CHEMICALS, INC.

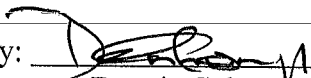
By:  _____

Tim Ross

West Coast Vice President

Date: OCTOBER 23, 2013

THE CITY OF SAN DIEGO

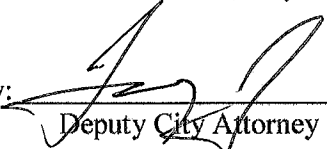
By:  _____
Dennis Gakunga
Director
Purchasing & Contracting

Title: _____

Date: 10/25/13

I HEREBY APPROVE the form and legality of the foregoing agreement this 25 day of October, 2013.

JAN I. GOLDSMITH, City Attorney

By:  _____
Deputy City Attorney

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

November 20, 2013

- SUBJECT: Liquid Chlorine Disinfectant Chemical with JCI Jones Chemicals, Inc. (Bid #10025736-12C) for the Otay, Alvarado, and Miramar Water Treatment Plants, Funding to exceed \$1 million - (1472)

GENERAL CONTRACT INFORMATION

Recommended Contractor: JCI Jones Chemicals, Inc. (Not certified)

Amount of this Action: \$ **2,952,901 (not to exceed)**

Prior Action: \$ 628,640

Cumulative: \$ 3,581,541 (not-to-exceed)

Funding Source: City of San Diego

Goals: 2% Discount/ 20% Voluntary (SLBE, ELBE)

SUBCONTRACTOR PARTICIPATION

There is no sub-contractor activity related to this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required

JCI Jones Chemicals, Inc., submitted a Work Force Report for their Los Angeles County employees dated, October 18, 2013 indicating 24 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Filipino and Female in Operative Workers

This action is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

This action is to execute the four one-year contract extension options to the contract for the purchase of Liquid Chlorine for disinfection of drinking water at water treatment plants.

RLL

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000006546
 DEPT. NO.: 2013

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$322,110.00

Vendor: JCI Jones Chemicals, Inc.

Purpose: Contract extension for an additional four years to provide for the purchase of Liquid Chlorine chemicals to be used at the Otay, Alvarado & Miramar Water Treatment Plants for the purpose of providing disinfected, potable water to the public.

Date: November 25, 2013 By: Christopher Purcell
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	700011			OTHR-00000000-WU	511032	2013	2013181111		\$122,040.00
002	700011			OTHR-00000000-WU	511032	2013	2013181112		\$200,070.00
TOTAL AMOUNT									\$322,110.00