

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 10/3/2014
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SUBJECT: Authorization to execute a contract with Brenntag Pacific, Inc. (Bid No. 10043586-14-C) for Caustic Soda 50% Solution to treat water and wastewater at all appropriate Public Utilities Department facilities.

PRIMARY CONTACT (NAME, PHONE): Jesus Meda, (619) 527-3156, MS43	SECONDARY CONTACT (NAME, PHONE): Cheryl Lester, (619) 292-6447, MS 903
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$0.00	\$0.00	0.00	0.00	0.00



FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Estimated expenditures are as follows:

Contract 1st Year:
Fiscal Year 2015
Not to exceed \$1,623,589 (Water = \$1,441,677; Metro = \$176,859; Muni = \$5,053)

Contract Option Years 1 - 4:
Fiscal Years 2016 to 2019
Not to exceed \$7,694,301 (Water = \$6,649,695; Metro = \$1,015,589; Muni = \$29,017)

Total not to exceed Contract: \$9,317,890 (Water = \$8,091,372; Metro = \$1,192,448; Muni = \$34,070)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Mulvey, Robert	10/24/2014
Equal Opportunity Contracting	CFO		
Comptroller	DEPUTY CHIEF	Heinrichs, Tony	11/04/2014

Financial Management		COO		
Liaison Office		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 his designee to execute an agreement with Brenntag Pacific, Inc. (Bid No. 10043586-14-C), for the as-required purchase of Caustic Soda 50% Solution chemical to treat water at the Water and Wastewater treatment plants and pump stations, for an amount not to exceed \$9,317,890 for the Public Utility Department, with contract duration of one (1) year with the option to exercise four (4) one (1) year contract extension options;</p> <p>2. Authorizing the expenditure in the amount not to exceed \$9,317,890 in total from Water Utility Operating Fund 700011, Metro Sewer Utility Fund 700001, and Muni Sewer Revenue Fund 700000, for the purpose of funding the above agreement and option years, with an expenditure amount not to exceed \$1,623,589 for the initial contract year (\$1,441,677 from Fund 700011-Water Utility Operating, \$176,859 from Fund 700001-Metro Sewer Utility, and \$5,053 from Fund 700000-Muni Sewer Revenue), contingent upon the adoption of the Annual Budgets and Annual Appropriation Ordinances for the applicable fiscal years and contingent upon the Chief Financial Officer certifying that the funds necessary for expenditure are or will be available.</p>				
STAFF RECOMMENDATIONS: Adopt the resolution				
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 as defined in CEQA Guidelines Section 15378(b) (5). Based on the definition the activity does not meet the definition of a project and would therefore not be subject to CEQA pursuant to Section 15060(c) (3) of the State CEQA Guidelines.			
CITY CLERK INSTRUCTIONS:				

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 10/3/2014

ORIGINATING DEPARTMENT: Public Utilities

SUBJECT: Authorization to execute a contract with Brenntag Pacific, Inc. (Bid No. 10043586-14-C) for Caustic Soda 50% Solution to treat water and wastewater at all appropriate Public Utilities Department facilities.

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Jesus Meda/(619) 527-3156, MS43

DESCRIPTIVE SUMMARY OF ITEM:

This action is for the authorization to execute a contract with Brenntag Pacific, Inc. for the purchase of Caustic Soda 50% Solution for the treatment of water and wastewater at the following Water and Wastewater Treatment Plants: Otay, Alvarado, and Miramar Water Treatment Plants; Point Loma Wastewater Treatment Plant; Metro Biosolids Center, Wastewater Pump Stations, Pump Station 2, and Penasquitos Pump Station.

STAFF RECOMMENDATION:

Adopt the resolution

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Public Utilities Department, Water System Operations Division and the Wastewater Treatment and Disposal Division require Caustic Soda 50% Solution in treating water and wastewater. The chemical is used at the Otay, Alvarado, and Miramar Water Treatment Plants; Point Loma Wastewater Treatment Plant; Metro Biosolids Center; Wastewater Pump Stations; Pump Station 2; and Penasquitos Pump Station. This chemical is used to balance the pH in the potable water and wastewater treatment processes and to neutralize hydrogen sulfide in the odor control treatment process for wastewater. This chemical is required to be in compliance with all Federal and State regulations and to ensure the health and safety of residents. Insufficient or any interruption in the application of this chemical for these processes would lead to violations of various compliance regulations which could result in fines and penalties.

In November 2013, the City issued an Invitation To Bid No., 10043586-14-C. Four companies submitted bids and Brenntag Pacific, Inc. was notified on January 31, 2014 of the City's intent to award the Contract. This bidding process resulted in a 27% cost savings, with the new unit price reducing from \$637.67 to \$467.88 per ton.

While this contract is being finalized and approved by the Metro Joint Power Authority (JPA), the Metro Technical Advisory Committee (TAC), the Environment Committee, and the City Council, the Water System Operations Division and the Wastewater Treatment and Disposal Division continues to purchase this chemical from Brenntag Pacific, Inc. The year-to-date expenditures are approximately \$595,373, with an expectation that over \$1 million may be expended by March 23, 2015 at the current treatment levels.

This action will authorize the execution of a contract with Brenntag Pacific, Inc. for the delivery of Caustic Soda 50% Solution and further authorize the execution of the contract renewal options

to extend the contract for four (4) additional one (1) year periods. The maximum contract duration including options shall not exceed five years and the maximum cumulative contract amount shall not exceed \$9,317,890. The total contractual amount of \$9,317,890 over the five-year contractual period has been calculated to include relevant taxes and projected CPI increases for each contract year. Annual expenditures are estimated since the exact quantity of water and wastewater to be treated each year can only be estimated per prior years' trends.

FISCAL CONSIDERATIONS:

The total not to exceed amount is \$9,317,890 for the five (5) year contractual term. Funds are, or will be available in the amount of \$8,091,372 from Water Utility Operating Fund 700011, \$1,192,448 from Metro Sewer Utility Fund 700001, and \$34,070 from Muni Sewer Revenue Fund 700000, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Purchases will be made on an as-required basis.

Estimated expenditures are as follows:

Contract 1st Year:

Fiscal Year 2015

Not to exceed \$1,623,589 (Water = \$1,441,677; Metro = \$176,859; Muni = \$5,053)

Contract Option Years 1 - 4:

Fiscal Years 2016 to 2019

Not to exceed \$7,694,301 (Water = \$6,649,695; Metro = \$1,015,589; Muni = \$29,017)

Total not to exceed Contract: \$9,317,890 (Water = \$8,091,372; Metro = \$1,192,448; Muni = \$34,070)

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

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)

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

This item is anticipated to be heard by the Environment Committee on November 12, 2014.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This item has been approved by the Metro Joint Power Authority (JPA), Metro TAC on September 18, 2014 and reviewed and approved by the Metro Commission on October 16, 2014.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Over 2.2 million regional users of wastewater and water treatment have a stake in the systems' safe and reliable treatment of wastewater and water, and full compliance to all County, State and

Federal regulations, in part made possible by the correct application of treatment chemicals, including Caustic Soda. Insufficient application of this chemical would lead to violations of various compliance regulations which could result in fines and penalties.

Mulvey, Robert

Originating Department

Heinrichs, Tony

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

October 31, 2014

SUBJECT: Authorization to Execute a Contract with Brenntag Pacific Inc. (Bid No. 10043586-14-C) for
Caustic Soda 50% Solution to Treat Water and Wastewater At All Appropriate Public Utilities
Department Facilities

GENERAL CONTRACT INFORMATION

Recommended Contractor: Brenntag Pacific Inc. (Not Certified, M – Cauc).

Amount of this Action: \$9,317,890.00 (Not to Exceed; FY 14 – FY 19)

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action; however, subsequent actions must adhere to funding agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Brenntag Pacific Inc. submitted a submitted a Work Force Report for their San Diego employees dated, October 30, 2014 indicating 51 employees in their Administrative Work Force.

The Administrative Workforce indicates under representation in the following categories:

Black in Administrative Support

Latino in Sales

Asian in Management & Financial

Filipino in Management & Financial and Administrative Support

Female in Management & Financial, Professional, and Sales

Based on the under representations in the workforce noted above, staff has requested an Equal Employment Opportunity (EEO) Plan which describes the firm's EEO policies and practices to be submitted no later than November 3, 2014 for approval. Once approved, staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement 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

KM



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

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
CONTRACTOR IDENTIFICATION**

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

Name of Company: Brenntag Pacific, Inc.

ADA/DBA: same

Address (Corporate Headquarters, where applicable): 10747 Patterson Place

City: Santa Fe Springs County: Los Angeles State: CA Zip: 90670

Telephone Number: (562) 903-9626 Fax Number: (562) 944-7484

Name of Company CEO: Tim Willenborg, President

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

Address: 1888 Nirvana Avenue

City: Chula Vista County: San Diego State: CA Zip: 91911

Telephone Number: (619) 421-6601 Fax Number: (619) 421-1127

Type of Business: Distributor Type of License: Business

The Company has appointed: Debbie Thiere, Director Of Human Resources

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: 4545 Ardine Street, South Gate, CA 90280

Telephone Number: (562) 903-9626 Fax Number: (323) 771-7586

- 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 Brenntag Pacific, Inc.

(Firm Name)

Los Angeles, CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 30 day of October, 2014

Debbie Thiere
(Authorized Signature)

Debbie Thiere
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: **Brenntag Pacific, Inc.**

DATE: **October 30, 2014**

OFFICE(S) or BRANCH(ES): **Regional Headquarter**

COUNTY: **Los Angeles**

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	1	2								8	
Professional			1									3		
A&E, Science, Computer														
Technical														
Sales												3		
Administrative Support		1	1	17	2	1							6	
Services														
Crafts												1		
Operative Workers			2											
Transportation														
Laborers*														

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

Totals Each Column	1	2	5	19	2	1	0	0	0	0	15	6	0	0
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Grand Total All Employees 51

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

Disabled	/	/	/	/	/	/	/	/	/	/	/	/	/	/
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Non-Profit Organizations Only:

Board of Directors	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Volunteers	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Brenntag Pacific, Inc.

DATE: October 30, 2014

OFFICE(S) or BRANCH(ES): Chula Vista

COUNTY: San Diego

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	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Grand Total All Employees 0

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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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 2010 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).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
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



CITY OF SAN DIEGO

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

Bid No. 10043586-14-C

INVITATION TO BID

Closing Date: November 25, 2013
@ 3:00 P.T.

Subject: Furnish the City of San Diego Public Utilities Department with Caustic Soda 50% Solution for Water/Wastewater Treatment.

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.

Questions and Comments Due: No later than November 8, 2013 by 5:00 p.m. P.T. See Specific Provisions, Section II, Paragraph A for specific requirements.

1. Company: Brenntag Pacific, Inc.

Address: 10747 Patterson Place

City/State/Zip: Santa Fe Springs, CA 90670

Telephone: (562) 903-9626

Contact: Laura Tua **E-Mail Address:** Ltua@brenntag.com

The City of San Diego Business Tax License Number: 002347

Federal Tax ID Number: 20-0552611

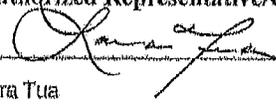
2. The City's Standard Payment Terms are Net 30 Days.

Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time required: 2-3 days after receipt of order. **Discounted terms offered:** n/a % Days

- FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**
- 1) Invitation to Bid must be submitted on official City forms.
 - 2) All information on this Invitation to Bid cover page must be completed.
 - 3) For ITBs this cover page must be signed with an original signature.
 - 4) Bid/Quotes must be submitted on or before the exact closing date and time. Bid/Quotes 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.

3. Signature* of Authorized Representative/Contractor

Signature* 

Print Name: Laura Tua

Title: Bid Specialist

Date: November 21, 2013

**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 and any Exhibits incorporated into this Agreement. Unless otherwise agreed to in writing, the Agreement includes the City's Invitation to Bid No. 10043586-14-C, including any addendums issued under Bid No. 10043586-14-C the City's General Provisions for Bids dated January 3, 2005, and the Contractor's Bid in Response to the City's Invitation to Bid No. 10043586-14-C*

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:
Karan Wolff, mww, Principal Procurement Specialist
Phone: (619) 236-7131 / E-Mail: KWolff@sandiego.gov

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I. PRICING PAGE

A. SECTION 1 - CAUSTIC SODA, 50% IN SOLUTION FOR WATER TREATMENT PLANTS

Item No.	EST Qty	UOM	Description	Delivered Price Per Dry Ton (Basis 5% Na2O)	Extension
1.	1,650	TONS	Liquid Caustic Soda, 50% in Solution FOB Destination to: Alvarado Water Filtration Plant 5540 Kiowa Drive La Mesa, CA 91942	\$ 467.88	\$ 772,002.00
2.	325	TONS	Liquid Caustic Soda, 50% in Solution FOB Destination to: Otay Water Filtration Plant 1500 Wueste Road, Off of Otay Mesa Road Cinda Vista, CA 91915	\$ 467.88	\$ 152,061.00
3.	435	TONS	Liquid Caustic Soda, 50% in Solution FOB Destination to: Miramar Water Filtration Plant 10710 Scripps Lake Drive San Diego, CA 92131	\$ 467.88	\$ 203,527.80
TOTAL SECTION 1:					\$ 1,127,590.08

Name and Address of Manufacturer: Brenntag Pacific, Inc.

State percent (%) concentration of product bid: 50 %

Freight line to be used for delivery: Brenntag owned trucks

Bidder agrees to supply Caustic Soda in as specified gallon lots. Vendor must maintain a supply of Caustic Soda at storage or warehouse locations within United States within United States within eighteen (18) hour drive of delivery points. The Caustic Soda to be purchased for this section of the contract is for water treatment and is therefore not subject to California State Sales Tax. City's Resale Number is SRFR-25027328.

B. SECTION 2 -- CAUSTIC SODA, 50% IN SOLUTION FOR THE POINT LOMA WASTEWATER TREATMENT PLANT AND SEWER PUMP STATIONS

Item No.	Est. Qty	Unit	Description	Delivered Price (Basic 76% NA2S)	Extension
1.	250	TONS	Liquid Caustic Soda, 50% in Solution <u>FOB Destination to:</u> Point Loma Wastewater Treatment Plant 1902 Gatchell Road San Diego, CA 92106	\$ 467.88	\$ 116,970.00
2.	75	TONS	Liquid Caustic Soda, 50% in Solution <u>FOB Destination to:</u> Metro Pump Station No. 1 3550 East Harbor Drive San Diego, CA 92101	\$ 467.88	\$ 35,091.00
3.	75	TONS	Liquid Caustic Soda, 50% in Solution <u>FOB Destination to:</u> Metro Pump Station no. 2 4077 North Harbor Drive San Diego, CA 92101	\$ 467.88	\$ 35,091.00
4.	20	TONS	Liquid Caustic Soda, 50% in Solution <u>FOB Destination to:</u> Penasquitos Pump Station 10150 Scripps Poway Parkway San Diego, CA 92131	\$ 467.88	\$ 9,357.60
5.	5	TONS	Liquid Caustic Soda, 50% in Solution <u>FOB Destination to:</u> Pump Station No. 65 12112 Sorrento Valley Road San Diego, CA 92121	\$ 467.88	\$ 2,339.40
TOTAL SECTION 2:					\$ 198,849.00
TOTAL SECTIONS 1 & 2:					\$1,326,439.06

Bid No. 10043586-14-C

Name and Address of Manufacturer:

Brenntag Pacific, Inc.

State percent (%) concentration of product bid: 50 %

Freight line to be used for delivery: Brenntag owned trucks

Bidder agrees to supply Caustic Soda in as specified gallon lots. Vendor must maintain a supply of Caustic Soda at storage or warehouse locations within United States within eighteen (18) hour drive of delivery points.

II. **SPECIFIC PROVISIONS**

A. QUESTIONS AND COMMENTS

Questions and comments regarding this Bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Karan Wolff, Principal Procurement Specialist, 1200 Third Avenue, Suite 200, San Diego, CA 92101 or by e-mail to KWolff@sandiego.gov, no later than 5:00 p.m. on Friday, November 8, 2013.

B. PRICING

Prices quoted shall be FOB Destination to City of San Diego locations listed in Section I, "Pricing". Prices shall include all delivery and freight charges. Do not include tax in your pricing.

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.

C. 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 of Bid, including any attachments, shall be submitted.

For purposes of review and in the interest of the City's sustainable business practices in general, the City strongly recommends the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents should print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

2. SUBMITTALS REQUIRED WITH BID

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

- a. Bidder's References (as specified in Section II, paragraph O).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph O).
- c. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph O).
- d. Contractor Information (use form in Forms Section).
- e. Contractor Standards Pledge of Compliance (use form in Forms Section).
- f. Drug-Free Workplace (use form in Forms Section).
- g. American with Disabilities Act (ADA) Compliance of Certification (use form in Forms Section).
- h. Equal Benefits Ordinance (EBO) Certification of Compliance (use form in Forms Section).
- i. Equal Opportunity Contracting Program (EOCP) (use form in Forms Section).
- j. Bidder's Spill Response Procedure.

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 H, 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. Business Tax Certificate as specified in Section II, paragraph R, if not currently on file.
- d. Performance Bond as specified in Section II, paragraph I.

D. AWARD

Low Bid Award. This Contract will be awarded pursuant to the San Diego Municipal Code Section 22.3206(b). The Contract(s) will be awarded by section or as a lot, to the lowest responsible and reliable Bidder upon determining that the quality of the goods or services in responsive quotes are substantially equal and that the primary difference is the price. Additional factors to be considered in the award will be as specified in this ITB, and the City's Small Local Emerging Business Program, and Bidder's responsiveness, qualifications, and independently verified experience providing material/work of comparable size and scope by references.

E. 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.

F. 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 herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within ninety (90) 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 Contractor 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. 15 %.

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

The City may 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.

G. 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. Any price increase acceptance must be confirmed by the City, in writing, before it becomes valid. City reserves the right to request a price decrease at time of renewal if there is a general decrease in the price of Manufacturer's products.

H. 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.

I. PERFORMANCE BOND

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

J. 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.

K. QUALITY ASSURANCE MEETINGS

The 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 Purchasing Agent, either electronically or by mail at the time of contract renewal.

L. DELIVERIES

1. Contractor shall deliver to various locations throughout the City of San Diego. 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 six (6) business days after receipt of order (verbal and/or written).

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 thirty (30) days notice of any proposed substitution.

O. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work 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).

4. Bidder's Spill Response Procedure.

P. 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.

Q. 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/eoc/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 two percent (2%) Bid discount for either: 1) SLBE/ELBE Prime Contractors or 2) Prime Contractors meeting the twenty percent (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.

R. 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.

S. CONTRACTOR STANDARDS

This Bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Invitation to 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.

T. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Bidders in preparing and submitting a bid.

U. MEMORANDUM OF AGREEMENT (MOA TEMPLATE)

Successful Bidder will be required to sign off on subject Memorandum of Agreement (MOA) for award of contract. Subject template, included in forms section of this solicitation, illustrates the base document which may be revised to incorporate specific requirements of each individual solicitation.

Procurement Specialist will be completing the MOA and forwarding for signature prior to award of contract.

V. 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.

W. PAYMENTS WITHHELD

The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Contract Administrator within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with Section 45 of the General Provisions.

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Overpayment of invoices.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of claims.
3. Repairs required as a result of Contractor's negligence to include labor, materials, and equipment.

X. EXPERIENCE

Successful Bidder must have previous experience in providing Caustic Soda fifty percent (50%) solution 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 should be utilized for this purpose.

Y. 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 this material until it has been delivered. Therefore, the City accepts no liability for this material prior to delivery or while it is under the vendor's possession, control, or under freight carriers' possession or control.

Z. DELIVERY PERSONNEL

All delivery personnel shall be trained about the specific properties and hazards of the product, and utilize appropriate protective equipment (PPE) while at City of San Diego facilities. Certification of training shall be provided to the City prior to the delivery personnel being allowed on City property.

AA. SPILLAGE

1. All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any spillage of Caustic Soda.
2. The successful Bidder and the cargo trailer operator shall be responsible for clean-up of all spillage, contaminated matter, and the removal of all contaminated clean-up material.
3. The successful Bidder and/or the cargo trailer operator (truck driver) shall immediately notify City staff at the delivery site in the event a spillage has occurred. Bidder, and/or their cargo trailer operator (truck driver), shall not leave City property without notifying City staff of spillage and obtaining written documentation from the City that the Bidder/cargo trailer operator (truck driver) has provided spillage notification.
4. Bidder shall, at their expense, conduct an investigation as to why and how the spillage occurred and provide the report to the City within thirty (30) days from spillage occurring. The Bidder's report shall include, but not be limited to, type and amount of chemical spilled, cause of spillage, safety training provided to the

Bidder's cargo trailer operator (truck driver) on duty when the spillage occurred, actions taken by Bidder as a result of their findings regarding the spillage.

5. The Bidder is responsible for the containment, cleanup and proper disposal of any and all Chemical spillage resulting or arising from the acts or omissions of the Bidder, its officers, employees, agents, representatives and/or subcontractors, at no additional cost to the City. The Bidder shall make all regulatory notifications of the Chemical spillage as required by law including, but not limited to, those required by California Code of Regulations, Title 19.
6. The City will notify successful Bidder of any spillage, and shall immediately notify Bidder of any spillage which is not cleaned up by the cargo trailer operator (truck driver). Any spillage not cleaned up by the successful Bidder, or their agents or representatives, within four (4) hours of notification will be cleaned up by a private hazardous waste firm at the successful Bidder's expense.

III. SPECIFICATIONS FOR CAUSTIC SODA, 50% IN SOLUTION FOR WATER TREATMENT PLANTS

A. GENERAL SPECIFICATIONS

The City of San Diego requires Caustic Soda, fifty percent (50%) in Solution for the Alvarado and Otay Water Filtration Plants. Total estimated requirements are 1,600 dry tons per year to be delivered in approximately 3,800 - 4,000 gallon lots. Quantities shown are estimates only. The City reserves the right to purchase more or less as need dictates. Successful Bidder agrees to waive any differences, whether more or less, between estimated quantities and quantities actually ordered. The City shall not be obligated to purchase supplier's excess inventory of any item if actual purchases vary from estimates.

B. DELIVERY REQUIREMENTS

Delivery shall be in tank truck lots. Loading, handling, and unloading shall be done at the expense of the Vendor. Delivery shall be between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, unless previously arranged, delivery times have been agreed upon by Vendor and the City facility personnel. Material shall be unloaded by Vendor or freight carrier from tank truck equipped with pumping equipment through a two inch (2") pipe connected to a four (4) bolt flanged fitting, 6" in diameter for the Otay Water Filtration Plants; and off-loaded utilizing a two inch (2") locking cam (camlock) female fitting at the Alvarado and Otay Water Filtration Plants.

Delivery weight of material shall be determined by certified scales. Certificates of weight shall be furnished by Vendor for all Caustic Soda, fifty percent (50%) in Solution delivered. Tanker truck shall be cleaned prior to being filled to prevent contamination of Caustic Soda. If Bidder's company has their own dedicated tanker truck for Caustic, then no wash out is required. Material shall be delivered in DOT approved tanker trucks.

C. CHEMICAL AND PHYSICAL REQUIREMENTS

Liquid Caustic Soda shall meet the requirements of AWWA specifications #B-501-98, or most recent specification and be NSF certified. Provide proof of NSF certification with bid submittal. Caustic Soda shall be fifty percent (50%) in Solution.

D. SAMPLES

All Bidders must submit a one (1) quart sample of the material bid to ensure that it meets specifications. Samples, for testing purposes, shall be delivered at least one (1) week prior to date of Bid opening to Michael Williams, Associate Chemist, Water Quality Laboratory, 5530 Kiowa Drive, La Mesa, CA 91942-1331.

The successful Bidder warrants that material to be furnished is one of the purity and content specified herein and that the material to be furnished is substantially equal to the sample submitted for testing. Sample must be produced by the plant from which the material will be furnished. Samples made in a laboratory are not acceptable.

IV. SPECIFICATIONS FOR CAUSTIC SODA, 50% IN SOLUTION FOR THE POINT LOMA WASTEWATER TREATMENT PLANT AND SEWER PUMP STATIONS

A. GENERAL SPECIFICATIONS

The City of San Diego requires Caustic Soda, fifty percent (50%) in Solution for the Point Loma Wastewater Treatment Plant and Sewer Pump Stations. Total estimated requirements are 640 dry tons per year to be delivered in approximately 3,800 - 4,000 gallon lots. Quantities shown are estimates only. The City reserves the right to purchase more or less as need dictates. Successful Bidder agrees to waive any differences, whether more or less, between estimated quantities and quantities actually ordered. The City shall not be obligated to purchase supplier's excess inventory of any item if actual purchases vary from estimates.

B. DELIVERY REQUIREMENTS

Delivery shall be in tank truck lot. Loading, hauling, and unloading shall be done at the expense of the Vendor. Delivery shall be anytime day or night as arranged with facility staff for the Point Loma Wastewater Treatment Plant and Metro Pump Stations No. 1 and No. 2; and, between the hours of 9:00 a.m. and 12:00 p.m. noon, Monday through Friday, for the Peñasquitos Pump Station and Pump Station No. 65. Delivery times can be subject to change as agreed between Vendor and City facility personnel.

Material shall be unloaded by Vendor or freight carrier from tank truck equipped with pumping equipment through a four inch (4") pipe into a storage tank above ground at the Point Loma Wastewater Treatment Plant, Metro Pump Station No. 1, Metro Pump Station No. 2, and the Peñasquitos Pump Station; and, off-loaded utilizing a two inch (2") camlock fitting at Pump Station No. 65.

Delivery weight of material shall be determined by certified scales. Certificates of weight shall be furnished by Vendor for all Caustic Soda, fifty percent (50%) in Solution delivered. Tanker truck shall be cleaned prior to being filled to prevent contamination of Caustic Soda. Material shall be delivered in DOT approved tanker trucks.

C. DELIVERY ROUTE FOR POINT LOMA WASTEWATER PLANT

Delivery trucks are required to use the following route:

Take Route 5 to Rosecrans Street exit; then follow Rosecrans South to Canon Street and turn right, take Canon Street to Catalina Boulevard and turn left; then follow Catalina Boulevard onto U.S. Navy property heading towards Cabrillo National Monument. Just before the monument, turn right onto Gatchell Road, following it to the end and into the Point Loma Wastewater Treatment Plant.

D. CHEMICAL AND PHYSICAL REQUIREMENTS

Liquid Caustic Soda shall be fifty percent (50%) in Solution. The Caustic Soda supplied under these specifications shall be clean and free from all dirt, wood, and plastic particulate matter which could cause pumping failure. It shall contain no foreign substances organic or inorganic, in injurious quantities.

Bid No. 10043586-14-C

V. FORMS

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: City Of Los Angeles Contact Name: Tanesha Smith
Address: 111 East First Street Phone Number: (310) 648-6669
Los Angeles, CA 90012 Fax Number: (310) 648-6670
Dollar Value of Contract: \$ 10,600,000 Contract Dates: July 01, 2009 - July 2012
Requirements of Contract: Supply and deliver Sodium Hydroxide 50% to various City locations

Company Name: Eastern Municipal Water District Contact Name: Rhonda Cooper
Address: PO Box 800 Phone Number: 951 928-3777
Perris, CA 92572 Fax Number: 951 928-6156
Dollar Value of Contract: \$ 3.5M Contract Dates: 2010-2013
Requirements of Contract: Supply and delivery of various water treatment chemicals

Company Name: Edison Material Supply (SCE) Contact Name: Ricky Giangjull
Address: 2492 West San Bernardino Ave. Phone Number: (562) 491-3927
Redlands, CA 92374 Fax Number: (562) 491-2320
Dollar Value of Contract: \$ 8.5M Contract Dates: 2009- current date
Requirements of Contract: weekly supply and delivery of various bulk chemicals

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: n/a 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: _____

Bld No. 10043586-14-C

CONTRACTOR INFORMATION FORM

CONTRACTOR: Brenntag Pacific, Inc.

BID NUMBER: 10043036-14-C

CONTRACT TITLE: Coastal Soda Solution for Water / Wastewater Treatment

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Steve Hunt

PHONE NUMBER: One (1) Hour Response or Less (562) 903-9626

FAX NUMBER: (562) 944-7484

E-MAIL: shunt@brenntag.com

CELL PHONE NUMBER: (619) 733-6989

EMERGENCY NUMBER: (562) 903-9626
(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: n/a
(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: n/a

NAME OF IRRIGATION SPECIALIST: n/a

NAME OF PESTICIDE USE SUPERVISOR: n/a
(Must possess Category B, Qualified Applicators Certificate)

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: one driver

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W T H F S

PRINT NAME: Laura Tua

SIGNATURE: 

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 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:

Caustic Soda Solution for Water/Wastewater Treatment

B. BIDDER/CONTRACTOR INFORMATION:

Brenntag Pacific, Inc.				
Legal Name			DBA	
10747 Patterson Place	Santa Fe Springs		CA	90670
Street Address	City		State	Zip
Laura Tua, Bid Specialist	562 903-9626	562 944-7484		
Contact Person, Title	Phone		Fax	

C. OWNERSHIP AND NAME CHANGES:

1. 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.

2. 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: 12 / 09 / 2003 State of Incorporation: Delaware

List corporation's current officers: President: Steve Pozzi
Vice Pres: Tim Willenberg
Secretary: Ed Boyadjan
Treasurer: Karren Babayan

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.

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 Nov / 2010.

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).
(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.

laura T'ua, Bid Specialist

Print Name, Title



Signature

November 21, 2010

Date

Bid No. 10043586-14-C

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

n/a

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Laura Tua, Bid Specialist

Print Name, Title



Signature

November 21, 2013

Date

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY CONTRACTOR REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through o) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

Bid No. 10043586-14-C

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD
DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER: 10043586-14-C

PROJECT TITLE: Caustic Soda 50% for Water/Wastewater Treatment

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

Brenntag Pacific, Inc.

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through e) of the policy as outlined.

SIGNED: 

PRINTED NAME: Laura Tua

TITLE: Bid Specialist

COMPANY NAME: Brenntag Pacific, Inc.

ADDRESS: 10747 Patterson Place

Santa Fe Springs, CA 90670

TELEPHONE: 562 903-9626 **FAX:** 562 944-7484

DATE: November 21, 2013

Bid No. 10043886-14-C

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

BID/QUOTE NUMBER: 10043886-14-C

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Section F.11 "American with Disabilities Act" of the City of San Diego, Purchasing Division General Provisions for Bids Dated 01/03/2005, and that;

Brenntag Pacific, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed



Printed Name Laura Tua

Title Bid Specialist

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: Brenntag Pacific, Inc.	Contact Name: Laura Tua
Company Address: 10747 Patterson Place Santa Fe Springs, CA 90670	Contact Phone: (562) 903-9626 Contact Email: l.tua@brenntag.com

CONTRACT INFORMATION	
Contract Title: Caustic Soda 60% for Water & Wastewater Treatment	Start Date: Jan 01, 2014
Contract Number (if no number, state location):	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.

Laura Tua, Bid Specialist
 Name/Title of Signatory

Signature

Nov 21, 2013
 Date

FOR OFFICIAL CITY USE ONLY	
Receipt Date:	EBO Analyst: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved -- Reason:

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, SDBE, 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) 236-5904

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
CONTRACTOR IDENTIFICATION

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

Name of Company: Brenntag Pacific, Inc.

ADA/DBA: same

Address (Corporate Headquarters, where applicable): 10747 Patterson Place

City: Santa Fe Springs County: Los Angeles State: CA Zip: 90670

Telephone Number: (562) 903-9626 Fax Number: (562) 944-7484

Name of Company-CEO: Tim Willenborg, President

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

Address: 1888 Nirvana Avenue

City: Chula Vista County: San Diego State: CA Zip: 91911

Telephone Number: (619) 421-6601 Fax Number: (619) 421-1127

Type of Business: Distributor Type of License: Business

The Company has appointed: Debbie Thiere, Director Of Human Resources

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: 4545 Ardine Street, South Gate, CA 90280

Telephone Number: (562) 903-9626 Fax Number: (323) 771-7586

- 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 Brenntag Pacific, Inc.

(Firm Name)

Los Angeles

CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 30 day of October, 20 14

Debbie Thiere
 (Authorized Signature)

Debbie Thiere
 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Brenntag Pacific, Inc. DATE: October 30, 2014

OFFICE(S) or BRANCH(ES): Regional Headquarter COUNTY: Los Angeles

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	1	2								8		
Professional			1									3		
A&E, Science, Computer														
Technical														
Sales												3		
Administrative Support		1	1	17	2	1							6	
Services														
Crafts												1		
Operative Workers			2											
Transportation														
Laborers*														

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

Totals Each Column	1	2	5	19	2	1	0	0	0	0	0	15	6	0	0
--------------------	---	---	---	----	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees: 51

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

Disabled	/	/	/	/	/	/	/	/	/	/	/	/	/	/
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Volunteers	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Artists														

Cal:

WORK FORCE REPORT – Page 3

NAME OF FIRM: Brenntag Pacific, Inc.

DATE: October 30, 2014

OFFICE(S) or BRANCH(ES): Chula Vista

COUNTY: San Diego

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	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total All Employees	0													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0



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 2010 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 one¹, two² & three³. 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).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
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

Attachment BB

Subcontractor Participation List

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DVBE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	SLBE/ELBE (*MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
n/a					

* Listed for informational purposes only.

** Contractor shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

- | | |
|--|------|
| Certified Minority Business Enterprise | MBE |
| Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE |
| Small Local Business Enterprise | SLBE |
| Emerging Local Business Enterprise | ELBE |

Standard Operating Procedure			
Procedure Number:	1605	Page 1 of 4	
Process Owner (Dept):	Transportation	Effective Date:	4/10/04
Approved By:	Tom Bajema	Key Words:	RDP,ISO
Subject:	Response to Transportation Spills and Emergencies	Facility:	All

Policy

Brenntag Pacific, Inc. (BPI) employees shall offer only advisory or technical information in the event that the Company is notified by a commercial or contract carrier of a transportation spill or release involving chemicals owned or distributed by BPI facilities. However, BPI employees should not actively participate in the clean up if self.

When responding to transportation spills and releases involving a BPI driver and/or vehicle BPI employees are expected to conform to the procedures and strategies described below.

Background and Scope

Transportation incidents involving the release or threatened release of hazardous substances or hazardous wastes constitute a potentially serious threat to the public, the environment, and the safety and health of drivers and first responders. Chemical distributors who transport products, or arrange for the transport of their products, are subject to DOT reporting requirements and are expected to be knowledgeable about emergency response guidelines for their products that may be spilled or released during the transportation process. Accordingly, BPI has developed specific policies and procedures, including programs for branch and corporate personnel. All employees are expected to comply with these procedures.

Responsible Individuals	Actions or Responsibilities
Vice President of Operations	<ul style="list-style-type: none"> • Develops and disseminates policies and procedures. • Maintains overall responsibility for developing effective training programs to ensure employee safety and company response. • Coordinates emergency spill response activities. • Notifies regulatory agencies as appropriate. • Reviews effectiveness of policies, procedures, and training programs following a significant spill. • Initiate a response as necessary by BPI's approved emergency response contractor.
Safety, Regulatory Compliance Quality (SRQ) Manager	<ul style="list-style-type: none"> • Assists in coordinating emergency spill response activities. • Provides regulatory notifications as appropriate. • Audits transportation incidents and branch files. • Conducts performance-based training audit on periodic basis. • Initiate a response as necessary by BPI's approved emergency response contractor.

Standard Operating Procedure			
Procedure Number:	1605	Page 2 of 4	
Process Owner (Dept):	Transportation	Effective Date:	4/10/04
Approved By:	Tom Bajema	Key Words:	RDP,ISO
Subject:	Response to Transportation Spills and Emergencies	Facility:	All

Environmental, Health & Safety Manager	<ul style="list-style-type: none"> • Develops training programs in coordination with SRQ Manager. • Conducts performance based audits of training effectiveness. • Participates in post accident reviews. • Initiate a response as necessary by BPI's approved emergency response contractor.
District Operations Manager	<ul style="list-style-type: none"> • Assists in coordinating emergency spill response activities. • Notifies regulatory agencies as appropriate. • Prepares transportation incident reports and maintains incident files. • Initiate a response as necessary by BPI's approved emergency response contractor.
Drivers	<ul style="list-style-type: none"> • Notifies authorities and supervisors of an incident. • Remains at the scene, protects the scene. • Documents the incident.
District Operations & Operations Manager	<ul style="list-style-type: none"> • Coordinates the spill response activity with the driver. • Provides information and advice to first responders about BPI/Vendor products. • Investigates the incident and provides a written report. • Participates in post-incident review.

Policy Requirements and Procedures

A. Incidents Involving Commercial/ Contract Carriers

1. Regulatory Compliance Manager, E.H &S. Manager or SRQ should provide information and advice about BPI/vendor products to emergency responders (to the extent known).
2. As a general rule, BPI should not arrange for emergency responders to respond to an emergency transportation incident or reports such incidents to regulatory authorities unless the commercial/ contract carrier is unable or unwilling to do so. If BPI is obligated to retain outside contractors to protect the public or the environment because of the unwillingness of the commercial or contract carrier to do so, BPI employees should inform the carrier that carrier will be held responsible for response costs.

B. Spills Incidents Involving Company Vehicles

BPI drivers should follow the guidelines, procedures and strategies shown below.

1. Understand the order of priorities

Standard Operating Procedure			
Procedure Number:	1605	Page 3 of 4	
Process Owner (Dept):	Transportation	Effective Date:	4/10/04
Approved By:	Tom Bajema	Key Words:	RDP,ISO
Subject:	Response to Transportation Spills and Emergencies	Facility:	All

- a) Life safety
- b) Incident stabilization
- c) Control of chemical releases
2. Remain calm and under control. If you are injured, call 911 or have someone else call 911.
3. Contact your immediate supervisor for instructions and begin securing the area (isolate and deny entry).
4. If smoke, fire or chemical odors are observed, immediately evacuate the area and keep people away from the scene. **Do not open trailer doors if smoke or fire is observed.** Call 911; provide location, directions, and notify responders if persons are injured. Stay at the scene to assist emergency responders.
5. If there is no smoke, fire, explosion or chemical odors, check for spills or leaks.
6. Identify the spilled material by checking shipping papers, the MSDS, and the Emergency Response Guidebook. Try to determine what and how much of the material is leaking or spilling.
7. Carefully open the trailer door and look for fluid leaking on pallets of the trailer floor. Look for overturned or damaged containers.
8. If a spill or release can be safely contained by the driver with the tools and equipment from the Company vehicle, do as follows:
 - a) Retrieve personal protective equipment (PPE) and spill control equipment from the vehicle.
 - b) Don appropriate PPE as the situation requires. (Only do so if properly trained)
 - c) Stop leaking fluids from spilling onto the street, highway, or into sewers or streams; make a berm with dirt or absorbent material and cover any sewer openings with a rubber sewer cover.
 - d) Use the broom or shovel to mix the absorbent material with the spilled material.
 - e) Place the absorbent material into the proper recovery drums. Label the drums for proper disposal. Dispose of any contaminated PPE or other equipment in the same manner.
9. If the spill or release cannot be contained safely by the driver he/she must immediately contact their supervisor to initiate a third party emergency response.
10. Remain on the scene. **Do not leave the scene** of the incident until authorized to do so by an agency official and your supervisor.
11. Document the incident. Obtain names, titles and business cards of all witnesses and regulatory officials at the scene. Take photos.

Standard Operating Procedure			
Procedure Number:	1605	Page 4 of 4	
Process Owner (Dept):	Transportation	Effective Date:	4/10/04
Approved By:	Tom Bajema	Key Words:	RDP,ISO
Subject:	Response to Transportation Spills and Emergencies	Facility:	All

Revisions Log & Approval:

Date:	Revision:	Explanation of change:	Approved By:
10/2/07	1	Responsible individuals	Tom Bajema
5/29/09	2	Template	Jorge F Martinez



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, November 22, 2013** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

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

[CompanyName=Brenntag+Pacific%2C+Inc%](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Sodium+Hydroxide&PlantState=California+CA&)

[2E&ChemicalName=Sodium+Hydroxide&PlantState=California+CA&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Brenntag+Pacific%2C+Inc%2E&ChemicalName=Sodium+Hydroxide&PlantState=California+CA&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Pacific, Inc.

10747 Patterson Place
Santa Fe Springs, CA 90670
United States
323-562-9500

Facility : Chula Vista, CA

Sodium Hydroxide

Trade Designation

Caustic Soda Solution, 50%

Product Function

Corrosion & Seale Control
pH Adjustment

Max Use

100mg/L

Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide Solution, 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: All Listed products at this facility are NSF Certified, whether Mark.

Facility : Fresno, CA

Sodium Hydroxide	Product Function	Max Use
<i>Trade Designation</i> Caustic Soda Solution, 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda Solution, 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda Solution, 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide Solution, 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide Solution, 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide Solution, 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide, 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide, 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide, 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: All Listed products at this facility are NSF Certified, whether Mark.

Facility : Richmond, CA**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda Solution, 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide Solution, 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide, 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: ALL Listed products at this facility are NSF Certified, whether Mark.

Facility : South Gate, CA**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide Solution, 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide Solution, 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide Solution, 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide Solution, 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide, 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide, 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide, 30%	Corrosion & Scale Control pH Adjustment	167mg/L

Sodium Hydroxide, 50%	Corrosion & Scale Control pH Adjustment	100mg/L
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NOTE: All Listed products at this facility are NSF Certified, whether Mark.

Facility : Wilmington, CA

Sodium Hydroxide	Product Function	Max Use
<i>Trade Designation</i> Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide Solution	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: All Listed products at this facility are NSF Certified, whether Mark.

Number of matching Manufacturers is 1

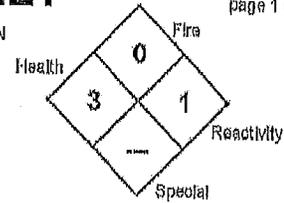
Number of matching Products is 25

Processing time was 0 seconds

MATERIAL SAFETY DATA SHEET

BRENNTAG

NFPA 704 DESIGNATION
HAZARD RATING



4=Extreme
3=High
2=Moderate
1=Slight
0=Insignificant

Brenntag MSDS #:	BP1-00182
MSDS Revision/Issue Date:	07/31/07
Supersedes Revision Date:	New

1. CHEMICAL PRODUCT IDENTIFICATION & COMPANY IDENTIFICATION

PRODUCT IDENTIFIER:	Sodium Hydroxide 50% Solution (All Grades)
GENERAL USE:	Used in industry to neutralize acids; to precipitate alkaloïds; in metal finishing; in cleaners; and to precipitate most metals (as hydroxides) from aqueous solutions.
PRODUCT DESCRIPTION:	An aqueous solution of Sodium Hydroxide. Synonyms for Sodium Hydroxide include: caustic soda, lye soda, sodium hydrate and white caustic.
INFORMATION PROVIDED BY:	Brenntag Pacific, Inc. 5700 N.W. Front Avenue Portland, OR 97210
EMERGENCY PHONE NUMBERS:	BRENNTAG: 503-899-7055 CHEMTREC: 800-424-9300 CANUTEC: 813-996-8666
For MSDS call:	PHONE: 503-242-0200

2. COMPOSITION & INFORMATION ON INGREDIENTS

COMPONENT	CAS #	OSHA HAZARD	WT. %	ACGIH		OSHA	
				TLV _(TWA)	STEL	PEL _(TWA)	STEL
Sodium Hydroxide	1310-73-2	Corrosive; Lung Toxin	50 ± 1	None	None	2 mg/m ³	None
				Ceiling: 2 mg/m ³			

HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:	A clear to slightly turbid, colorless liquid having no characteristic odor. The mists and liquid are corrosive to all tissues contacted. Inhalation of mists may cause permanent lung damage. This material reacts with water to release a large amount of heat and can react violently with acids and other substances. The NIOSH I.D.L.H. for Sodium Hydroxide is: 10 mg/m ³ .
POTENTIAL HEALTH EFFECTS	
INHALATION:	Inhalation of mists or an aerosol can cause severe irritation or burns to the nose, mouth, throat, mucous membranes and lungs. Symptoms of exposure can include coughing, sneezing, choking, shortness of breath, chest pain and impairment of lung function. Inhalation of a high mist concentration may result in permanent lung damage.
EYE CONTACT:	Exposure to the mists or liquid can cause severe eye irritation and/or burns. Symptoms of exposure can include tearing, redness, swelling, pain and possible mucous discharge. Exposure may cause corneal damage and/or visual impairment even when prompt treatment is provided.
SKIN CONTACT:	Exposure to the mists or liquid can cause severe skin irritation and/or burns. Symptoms of exposure may include redness, swelling, pain and possible ulceration. Prolonged skin exposure to this material may cause destruction of the dermis with impairment of the skin, at site of contact, to regenerate. No published data indicates this material is absorbed through the skin.
INGESTION:	Ingestion can cause severe irritation and/or burns to the entire gastrointestinal tract, including the stomach and intestines characterized by nausea, vomiting, abdominal pain, bleeding, tissue ulceration and possible diarrhea.
CHRONIC:	The chronic health effects of exposure to this material are expected to be the same as for acute exposure.

PRODUCT IDENTIFIER: **Sodium Hydroxide 50% Solution (All Grades)**

4. FIRST AID MEASURES

INHALATION: If inhaled, immediately move to fresh air. If not breathing, give artificial respiration. Do not use mouth-to-mouth method if victim ingested or inhaled this substance; use the Holger Nielsen method (back pressure-arm lift) or proper respiratory device. If breathing is difficult, give oxygen. Call a physician.

EYE CONTACT: In case of contact, immediately flush eyes with plenty of clean running water for at least 15 minutes, lifting the upper and lower lids occasionally. Remove contact lenses, if worn. Get medical attention immediately.

SKIN CONTACT: In case of contact, immediately flush skin with plenty of clean running water for at least 15 minutes, while removing contaminated clothing and shoes. If burn or irritation occurs, call a physician.

INGESTION: If swallowed, DO NOT induce vomiting. Get medical attention immediately. If victim is fully conscious, give plenty of water to drink. Never give anything by mouth to an unconscious person.

NOTE TO PHYSICIANS: Sodium Hydroxide has a relatively low oral toxicity, but it can be corrosive to the eyes, skin and mucous membranes. If ingested, consideration should be given to careful endoscopy as stomach or esophageal burns, perforations or strictures may occur. Careful gastric lavage with an endotracheal tube in place should be considered. Treat exposure symptomatically.

5. FIRE FIGHTING MEASURES

Flashpoint and Method: This material does not flash.

Flammable Limits (in air, % by volume) Lower: Not applicable Upper: Not applicable

Autoignition Temperature: Not applicable

GENERAL HAZARD: The Uniform Fire Code physical hazard classification for this material is: **Water Reactive, Class I**. Direct contact with water causes an exothermic reaction (generation of heat). The Uniform Fire Code health hazard classification for this material is: **Corrosive (Alkaline)**. This material may generate flammable / explosive hydrogen gas on contact with some soft metals (i.e. Aluminum). This material may produce hazardous decomposition products.

FIRE FIGHTING INSTRUCTIONS: **EXTINGUISHING MEDIA:** Foam, CO₂ or dry chemicals.
If water must be used and it can contact this material, it is best to use a water flood technique.

FIRE FIGHTING EQUIPMENT: Fire fighters should wear full protective equipment, including self-contained breathing apparatus.

HAZARDOUS COMBUSTION PRODUCTS: When heated to dryness and decomposition, it emits toxic sodium oxide.

6. ACCIDENTAL RELEASE MEASURES

LAND SPILL: Wearing recommended protective equipment and clothing, dike the spill and pick up the bulk of liquid using pumps or a vacuum truck, or absorb the liquid in sand or a commercial absorbent. Place in approved containers for recovery, disposal, or satellite accumulation. Neutralize the alkalinity of the remaining liquid, using a dilute acid solution appropriate for neutralizing alkaline liquids. Liberally cover the spill area with sodium bicarbonate. Flush the spill area with water; collect the rinsates for disposal or sewer, as appropriate.

WATER SPILL: Wear recommended protective equipment and clothing if contact with hazardous material can occur. Stop or divert water flow. Dike contaminated water and remove for disposal and/or treatment. As appropriate, notify all downstream users of possible contamination.

PRODUCT IDENTIFIER: **Sodium Hydroxide 50% Solution (All Grades)**

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7. HANDLING AND STORAGE**STORAGE TEMPERATURE:** Ambient**STORAGE PRESSURE:** Ambient

GENERAL: Store in a cool, dry, well-ventilated area away from incompatible materials and products. Do not get this material in eyes, on skin or on clothing. Wear recommended personnel protective equipment. Do not breathe mists or aerosols. Use only with adequate ventilation. Do not take internally. Keep the container tightly closed when not in use. Wash thoroughly after handling.

This material is corrosive to Aluminum, Magnesium, Tin, Zinc and alloys containing these metals, and it will react violently with these metals in powder form.

Considerable heat is generated when this material is mixed with water. Never add water to this material. Always add this material slowly, with constant stirring, to the surface of cold (40 - 80° F.) water. If this material is added too rapidly, or without stirring, and becomes concentrated at the bottom of the mixing vessel, excessive heat may be generated, resulting in dangerous boiling and spattering, and a possible immediate and violent eruption of a highly caustic solution.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

CONTROL MEASURES: Use a local or general, mechanical exhaust ventilation system capable of maintaining emissions, in the work area, below the OSHA-PEL or ACGIH Ceiling level.

RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT

RESPIRATOR: For exposure above the OSHA-PEL or ACGIH-TLV, wear a NIOSH-approved full facepiece or half mask air-purifying cartridge respirator equipped with a good particulate filter cartridge or supplied air. For exposure to Sodium Hydroxide above 10 mg/m³, wear a supplied air respirator or a self-contained breathing apparatus (SCBA) operated in the positive pressure mode.

EYES: Wear chemical goggles (recommended by ANSI Z87.1-1979), unless a full facepiece respirator is worn.

GLOVES: Wear Neoprene, Nitrile, Butyl Rubber or Natural Rubber gloves.

CLOTHING & EQUIPMENT: Wear a Neoprene, Nitrile, Butyl Rubber or Natural Rubber apron, or full protective clothing when handling this material. An eye wash station and safety shower should be available in the work area.

FOOTWEAR: Wear Neoprene, Nitrile, Butyl Rubber or Natural Rubber boots.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear to slightly turbid, colorless	Bulk Density (pounds/ft³):	Not applicable
Physical State:	Liquid	Vapor Pressure:	13 mm Hg @ 60° F.
Color:	No characteristic	Vapor Density (air=1):	No data available
Odor Threshold:	No data available	Evaporation Rate (n-Butyl Acetate=1):	No data available
Molecular Formula:	NaOH (in water)	VOC Content:	Nil
Molecular Weight:	40.00 (in water)	% Volatile:	49 - 51
Boiling Point:	Approximately 142.2° C. (288° F.)	Solubility in H₂O:	Complete
Freezing/Melting Point:	Approximately 12.2° C. (54° F.)	Octanol/Water Partition Coefficient:	No data available
Specific Gravity:	Approximately 1.625 @ 20° C.	pH (as is):	14.0
Density (pounds/gallon):	Approximately 12.72	pH (1% solution):	13.0 to 14.0

10. STABILITY AND REACTIVITY

GENERAL: This product is stable and hazardous polymerization will not occur.

CONDITIONS TO AVOID: Avoid contact with small amounts of water.

INCOMPATIBLE MATERIAL: Acids and acidic salts, chlorinated or fluorinated hydrocarbons, Acetaldehyde, Acrolein, Chlorine trifluoride, Hydroquinone, Maleic anhydride, Phosphorus pentoxide, Tetrahydrofuran, Aluminum, Magnesium, Tin, Zinc and alloys of these metals.

HAZARDOUS DECOMPOSITION PRODUCTS: When heated to decomposition, it emits toxic oxides of sodium.

SENSITIVITY TO MECHANICAL IMPACT: This material is not sensitive to mechanical impact.

SENSITIVITY TO STATIC DISCHARGE: This material is not sensitive to static discharge.

PRODUCT IDENTIFIER: **Sodium Hydroxide 50% Solution (All Grades)**

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11. TOXICOLOGICAL INFORMATION

Components: Sodium Hydroxide
Eye Contact: Rabbit: 50 ug/24 hours; Severe
Skin Contact: Rabbit: 500 mg/24 hours; Severe
Oral Rat LD₅₀: No data available (Oral Rabbit LD₅₀: 500 mg/kg)
Dermal Rabbit LD₅₀: 1,360 mg/kg
Inhalation Rat LC₅₀: No data available
Human Data: No data available
Other Toxicological Data: Intraperitoneal Mouse LD₅₀: 40 mg/kg
Carcinogenicity: No data available
Teratogenicity: No data available
Mutagenicity: Hamster Cytogenetic Analysis; Lung: 10 mmol/Liter
Synergistic Products: None reported
Target Organs: Eyes, Skin, Mucous membranes & Lungs

Medical Conditions**Aggravated By Exposure:** Skin or Respiratory disorders**12. ECOLOGICAL INFORMATION****ENVIRONMENTAL FATE:**

This material is completely soluble in water and will significantly affect the pH of water. No specific environmental fate information is available.

ENVIRONMENTAL CONSIDERATIONS:

The aquatic toxicity for this material has not been determined. The aquatic toxicity for pure Sodium Hydroxide is: *Cyprinus carpio* LC₁₀₀ = 180 ppm/24 hours at 25° C.

13. DISPOSAL CONSIDERATIONS**RCRA 40 CFR 261 CLASSIFICATION:** Corrosive Waste**U.S. EPA WASTE NUMBER/DESCRIPTION:** D002

If this product is disposed of as shipped, it meets the criteria of a hazardous waste as defined under 40 CFR 261 due to its corrosivity. If this product becomes a waste, it will be a hazardous waste, which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly. As a hazardous liquid waste, it must be disposed of in accordance with local, state, and federal regulations in a permitted hazardous waste treatment, storage, and disposal facility.

14. TRANSPORTATION INFORMATION**DOT PROPER SHIPPING NAME:** Sodium hydroxide solution**Hazard Class:** 8**UN Number:** UN1824**Packing Group:** II**Primary Label:** Corrosive**Subsidiary Label(s):** None Required**Primary/Subsidiary Placards:** Corrosive**DOT Reportable Quantity (RQ):** 1,000 pounds (NaOH)**RQ for Product:** 2,000 pounds (157.2 gallons)**Marine Pollutant:** No**2004 North American Emergency Response Guidebook No.:** 154**TDG PROPER SHIPPING NAME:** SODIUM HYDROXIDE SOLUTION**Hazard Class:** 8**UN Number:** UN1824**Packing Group:** II**Primary Label:** Corrosive**Subsidiary Label(s):** None Required**Primary/Subsidiary Placards:** Corrosive**TDG Reportable Quantity (RQ):[#]** At least 5kg or 5 liters,**TDG Schedule XII:** Not listed**Regulated Limit (RL):^{##}** 50 kg (NaOH)**RL for Product:** 100 kg (65.8 liters)**Other Shipping Information:** None

[#] Canadian Transportation of Dangerous Goods Regulations (TDGR), Part IX, Table 1, Quantities or levels for immediate reporting; releases of reportable quantities, RQ, that meet the definition of a "dangerous occurrence" (a threat to life, health, property, or the environment) must be reported to the appropriate authorities as outlined in TDGR 9.13(1) and 9.14(1).

^{##} Reporting to Environment Canada is required for any releases exceeding the regulated limits, RL, of 0.2 materials (primary or secondary). The regulated limits are found in Schedule XIII of the TDGR.

PRODUCT IDENTIFIER: Sodium Hydroxide 50% Solution (All Grades)

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16. REGULATORY INFORMATION

COMPONENTS: Sodium Hydroxide
OSHA Target Organs: Eyes, Skin, Mucous membranes & Lungs

Carcinogenic Potential:

Regulated by OSHA: No
 Listed on NTP Report: No
 Listed by IARC: No
 IARC Group: Not applicable
 ACGIH Appendix A: Not listed
 A1 Confirmed Human: Not applicable
 A2 Suspected Human: Not applicable

U.S. EPA Requirements**Release Reporting****CERCLA (40 CFR 302)**

Listed Substance: Yes
 Reportable Quantity: 1,000 pounds
 Category: C
 RORA Waste No.: None listed
 Unlisted Substance: Not applicable
 Reportable Quantity: Not applicable
 Characteristic: Not applicable
 RORA Waste No.: Not applicable

SARA TITLE III**Section 302 & 303 (40 CFR 355):**

Listed Substance: Not listed
 Reportable Quantity: Not applicable
 Planning Threshold: Not applicable

Section 311 & 312 (40 CFR 370):

Hazard Categories (product): Fire: N Sudden Release of Pressure: N Reactive: N Acute Health: Y Chronic Health: N
 Planning threshold: 10,000 pounds

Section 313 (40 CFR 372):

Listed Toxic Chemical: Not listed
 Reporting Threshold: Not applicable

U.S. TSCA Status

Listed (40 CFR 710): Yes

State Regulations**State of California: Safe Drinking Water and Toxins Enforcement Act, 1996 (Proposition 65):**

Carcinogen: No
 Reproductive Toxin: No

Other Regulations

State Right To Know Laws: MA, NJ, PA, CA

Canadian Regulations**Product Information:**

Controlled Product: Yes
 WHMIS Hazard Symbols: Corrosive Material
 WHMIS Class & Division: E

Ingredient Information:

IDL Substance: Yes
 DSL or NDSL Lists: DSL

Friday, November 22, 2013

Friday, April 01, 2011

PRODUCT IDENTIFIER: **Sodium Hydroxide 50% Solution (All Grades)**

page 6 of 6

10. OTHER INFORMATION

EPA Registration number: Not applicable
Approved Product Uses: Not applicable

Special Notes:

This product does not contain any material, which the State of California has found to cause cancer and/or birth defects or other reproductive harm.

NOTE: Deadly carbon monoxide gas can form when this material contacts food soil containing sugars. After cleaning operations are completed, thoroughly ventilate enclosed areas before entering. Always monitor oxygen and carbon monoxide levels when personnel are in enclosed areas. For proper tank entry procedures, see ANSI Z117.1-1977.

Special Instructions:

When making solutions, always add this material to cool (40 - 50° F.) water with adequate mixing to prevent overheating and possible spattering of a highly alkaline solution.

Do not allow this product to contact Aluminum, Magnesium, Tin or Zinc surfaces as this causes corrosion of the metal and generation of flammable / explosive Hydrogen gas.

MSDS Revision Information: Information Revised This Issue Date: **New product MSDS.**
Form Revision made 2/03/08

MSDS Distributed by: Brenntag Pacific, Inc.
NW Environmental Department
Phone: 603-242-0200 FAX: 603-412-3390

Prepared by: Edward Doherty

Date Prepared: July 31, 2007

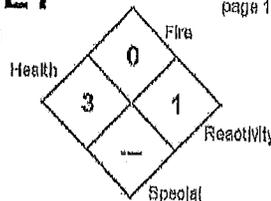
This Material Safety Data Sheet is provided as an information resource only. It should not be taken as a warranty of representation for which Brenntag Pacific, Inc. assumes legal responsibility. While Brenntag Pacific, Inc. believes the information contained herein is accurate and compiled from sources believed to be reliable, it is the responsibility of the user to investigate and verify its validity. The buyer assumes all responsibility of using and handling the product in accordance with applicable federal, state, and local regulations.

MATERIAL SAFETY DATA SHEET

BRENNTAG

NFPA 704 DESIGNATION
HAZARD RATING

4=Extreme
3=High
2=Moderate
1=Slight
0=Insignificant



Brenntag MSDS #:	BPI-00182
MSDS Revision/Issue Date:	07/31/07
Supersedes Revision Date:	New

1. CHEMICAL PRODUCT IDENTIFICATION & COMPANY IDENTIFICATION

PRODUCT IDENTIFIER:	Sodium Hydroxide 50% Solution (All Grades)		
GENERAL USE:	Used in industry to neutralize acids; to precipitate alkaloids; in metal finishing; in cleaners; and to precipitate most metals (as hydroxides) from aqueous solutions.		
PRODUCT DESCRIPTION:	An aqueous solution of Sodium Hydroxide. Synonyms for Sodium Hydroxide include: caustic soda, lye soda, sodium hydrate and white caustic.		
INFORMATION PROVIDED BY:	Brenntag Pacific, Inc. 5700 N.W. Front Avenue Portland, OR 97210	EMERGENCY PHONE NUMBERS	
For MSDS call:	PHONE: 803-242-0200	BRENNTAG:	503-699-7055
		CHEMTREC:	800-424-9300
		CANUTEC:	613-996-6666

2. COMPOSITION & INFORMATION ON INGREDIENTS

COMPONENT	CAS #	OSHA HAZARD	WT %	ACGIH		OSHA	
				TLV(TWA)	STEL	PEL(TWA)	STEL
Sodium Hydroxide	1310-73-2	Corrosive; Lung Toxin	50 ± 1	None	None	2 mg/m ³	None
				Gelling; 2 mg/m ³			

NDA = No Data Available N/A = Not Applicable

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:	A clear to slightly turbid, colorless liquid having no characteristic odor. The mists and liquid are corrosive to all tissues contacted. Inhalation of mists may cause permanent lung damage. This material reacts with water to release a large amount of heat and can react violently with acids and other substances. The NIOSH I.D.L.H. for Sodium Hydroxide is: 10 mg/m ³ .
POTENTIAL HEALTH EFFECTS	
INHALATION:	Inhalation of mists or an aerosol can cause severe irritation or burns to the nose, mouth, throat, mucous membranes and lungs. Symptoms of exposure can include coughing, sneezing, choking, shortness of breath, chest pain and impairment of lung function. Inhalation of a high mist concentration may result in permanent lung damage.
EYE CONTACT:	Exposure to the mists or liquid can cause severe eye irritation and/or burns. Symptoms of exposure can include tearing, redness, swelling, pain and possible mucous discharge. Exposure may cause corneal damage and/or visual impairment even when prompt treatment is provided.
SKIN CONTACT:	Exposure to the mists or liquid can cause severe skin irritation and/or burns. Symptoms of exposure may include redness, swelling, pain and possible ulceration. Prolonged skin exposure to this material may cause destruction of the dermis with impairment of the skin, at site of contact, to regenerate. No published data indicate this material is absorbed through the skin.
INGESTION:	Ingestion can cause severe irritation and/or burns to the entire gastrointestinal tract, including the stomach and intestines characterized by nausea, vomiting, abdominal pain, bleeding, tissue ulceration and possible diarrhea.
CHRONIC:	The chronic health effects of exposure to this material are expected to be the same as for acute exposure.

PRODUCT IDENTIFIER: **Sodium Hydroxide 50% Solution (All Grades)**

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4. FIRST AID MEASURES

- INHALATION:** If inhaled, immediately move to fresh air. If not breathing, give artificial respiration. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; use the Holger-Nielsen method (back pressure-arm lift) or proper respiratory device. If breathing is difficult, give oxygen. Call a physician.
- EYE CONTACT:** In case of contact, immediately flush eyes with plenty of clean running water for at least 15 minutes, lifting the upper and lower lids occasionally. Remove contact lenses, if worn. Get medical attention immediately.
- SKIN CONTACT:** In case of contact, immediately flush skin with plenty of clean running water for at least 15 minutes, while removing contaminated clothing and shoes. If burn or irritation occurs, call a physician.
- INGESTION:** If swallowed, DO NOT induce vomiting. Get medical attention immediately. If victim is fully conscious, give plenty of water to drink. Never give anything by mouth to an unconscious person.

NOTE TO PHYSICIANS: Sodium Hydroxide has a relatively low oral toxicity, but it can be corrosive to the eyes, skin and mucous membranes. If ingested, consideration should be given to careful endoscopy as stomach or esophageal burns, perforations or strictures may occur. Careful gastric lavage with an endotracheal tube in place should be considered. Treat exposure symptomatically.

5. FIRE FIGHTING MEASURES

- Flashpoint and Method:** This material does not flash.
- Flammable Limits (in air, % by volume)** Lower: Not applicable Upper: Not applicable
- Autoignition Temperature:** Not applicable
- GENERAL HAZARD:** The Uniform Fire Code physical hazard classification for this material is: **Water Reactive, Class I**. Direct contact with water causes an exothermic reaction (generation of heat). The Uniform Fire Code health hazard classification for this material is: **Corrosive (Alkaline)**. This material may generate flammable / explosive Hydrogen gas on contact with some soft metals (i.e. Aluminum). This material may produce hazardous decomposition products.
- FIRE FIGHTING INSTRUCTIONS:** **EXTINGUISHING MEDIA:** Foam, CO₂ or dry chemicals.
If water must be used and it can contact this material, it is best to use a water flood technique.
- FIRE FIGHTING EQUIPMENT:** Fire fighters should wear full protective equipment, including self-contained breathing apparatus.
- HAZARDOUS COMBUSTION PRODUCTS:** When heated to dryness and decomposition, it emits toxic sodium oxide.

6. ACCIDENTAL RELEASE MEASURES

- LAND SPILL:** Wearing recommended protective equipment and clothing, dike the spill and pick up the bulk of liquid using pumps or a vacuum truck, or absorb the liquid in sand or a commercial absorbent. Place in approved containers for recovery, disposal, or satellite accumulation. Neutralize the alkalinity of the remaining liquid, using a dilute acid solution appropriate for neutralizing alkaline liquids. Liberally cover the spill area with sodium bicarbonate. Flush the spill area with water; collect the rinsates for disposal or sewer, as appropriate.
- WATER SPILL:** Wear recommended protective equipment and clothing if contact with hazardous material can occur. Stop or divert water flow. Dike contaminated water and remove for disposal and/or treatment. As appropriate, notify all downstream users of possible contamination.

PRODUCT IDENTIFIER: Sodium Hydroxide 50% Solution (All Grades)

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7. HANDLING AND STORAGE**STORAGE TEMPERATURE:** Ambient**STORAGE PRESSURE:** Ambient

GENERAL: Store in a cool, dry, well-ventilated area away from incompatible materials and products. Do not get this material in eyes, on skin or on clothing. Wear recommended personnel protective equipment. Do not breathe mists or aerosols. Use only with adequate ventilation. Do not take internally. Keep the container tightly closed when not in use. Wash thoroughly after handling.

This material is corrosive to Aluminum, Magnesium, Tin, Zinc and alloys containing these metals, and it will react violently with these metals in powder form.

Considerable heat is generated when this material is mixed with water. Never add water to this material. Always add this material slowly, with constant stirring, to the surface of cool (40 - 60° F.) water. If this material is added too rapidly, or without stirring, and becomes concentrated at the bottom of the mixing vessel, excessive heat may be generated, resulting in dangerous boiling and spattering, and a possible immediate and violent eruption of a highly caustic solution.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

CONTROL MEASURES: Use a local or general, mechanical exhaust ventilation system capable of maintaining emissions, in the work area, below the OSHA-PEL or ACGIH Ceiling level.

RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT

RESPIRATOR: For exposure above the OSHA-PEL or ACGIH-TLV, wear a NIOSH-approved full facepiece or half mask air-purifying cartridge respirator equipped with a good particulate filter cartridge or supplied air. For exposure to Sodium Hydroxide above 10 mg/m³, wear a supplied air respirator or a self-contained breathing apparatus (SCBA) operated in the positive pressure mode.

EYES: Wear chemical goggles (recommended by ANSI Z87.1-1979), unless a full facepiece respirator is worn.

GLOVES: Wear Neoprene, Nitrile, Butyl Rubber or Natural Rubber gloves.

CLOTHING & EQUIPMENT: Wear a Neoprene, Nitrile, Butyl Rubber or Natural Rubber apron, or full protective clothing when handling this material. An eye wash station and safety shower should be available in the work area.

FOOTWEAR: Wear Neoprene, Nitrile, Butyl Rubber or Natural Rubber boots.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear to slightly turbid, colorless	Bulk Density (pounds/ft ³):	Not applicable
Physical State:	Liquid	Vapor Pressure:	13 mm Hg @ 60° F.
Odor:	No characteristic	Vapor Density (air=1):	No data available
Odor Threshold:	No data available	Evaporation Rate (n-Butyl Acetate=1):	No data available
Molecular Formula:	NaOH (In water)	VOG Content:	Nil
Molecular Weight:	40.00 (In water)	% Volatile:	49 - 51
Boiling Point:	Approximately 142.2° C. (288° F.)	Solubility in H ₂ O:	Complete
Freezing/Melting Point:	Approximately 12.2° C. (54° F.)	Octanol/Water Partition Coefficient:	No data available
Specific Gravity:	Approximately 1.525 @ 20° C.	pH (as is):	14.0
Density (pounds/gallon):	Approximately 12.72	pH (1% solution):	13.0 to 14.0

10. STABILITY AND REACTIVITY

GENERAL: This product is stable and hazardous polymerization will not occur.

CONDITIONS TO AVOID: Avoid contact with small amounts of water.

INCOMPATIBLE MATERIAL: Acids and acidic salts, chlorinated or fluorinated hydrocarbons, Acetaldehyde, Acrolein, Chlorine trifluoride, Hydroquinone, Maleic anhydride, Phosphorus pentoxide, Tetrahydrofuran, Aluminum, Magnesium, Tin, Zinc and alloys of these metals.

HAZARDOUS DECOMPOSITION PRODUCTS: — When heated to decomposition, it emits toxic oxides of sodium.

SENSITIVITY TO MECHANICAL IMPACT: This material is not sensitive to mechanical impact.

SENSITIVITY TO STATIC DISCHARGE: This material is not sensitive to static discharge.

PRODUCT IDENTIFIER: **Sodium Hydroxide 50% Solution (All Grades)**

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11. TOXICOLOGICAL INFORMATION

Components: Sodium Hydroxide

Eye Contact: Rabbit: 50 ug/24 hours; Severe

Skin Contact: Rabbit: 500 mg/24 hours; Severe

Oral Rat LD₅₀: No data available (Oral Rabbit LD₅₀: 500 mg/kg)

Dermal Rabbit LD₅₀: 1,350 mg/kg

Inhalation Rat LC₅₀: No data available

Human Data: No data available

Other Toxicological Data: Intraperitoneal Mouse LD₅₀: 40 mg/kg

Carcinogenicity: No data available

Teratogenicity: No data available

Mutagenicity: Hamster Cytogenetic Analysis; Lung: 10 mmol/Liter

Synergistic Products: None reported

Target Organs: Eyes, Skin, Mucous membranes & Lungs

Medical Conditions Aggravated By Exposure: Skin or Respiratory disorders

12. ECOLOGICAL INFORMATION**ENVIRONMENTAL FATE:**

This material is completely soluble in water and will significantly affect the pH of water. No specific environmental fate information is available.

ENVIRONMENTAL CONSIDERATIONS:

The aquatic toxicity for this material has not been determined. The aquatic toxicity for pure Sodium Hydroxide is: Cyprinus carpio LC₁₀₀ = 180 ppm/24 hours at 25° C.

13. DISPOSAL CONSIDERATIONS

RCRA 40 CFR 261 CLASSIFICATION: Corrosive Waste

U.S. EPA WASTE NUMBER/DESCRIPTION: D002

If this product is disposed of as shipped, it meets the criteria of a hazardous waste as defined under 40 CFR 261 due to its corrosivity. If this product becomes a waste, it will be a hazardous waste, which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly. As a hazardous liquid waste, it must be disposed of in accordance with local, state, and federal regulations in a permitted hazardous waste treatment, storage, and disposal facility.

14. TRANSPORTATION INFORMATION

DOT PROPER SHIPPING NAME: Sodium hydroxide solution

Hazard Class: 8

UN Number: UN1824

Packing Group: II

Primary Label: Corrosive

Subsidiary Label(s): None Required

Primary/Subsidiary Placards: Corrosive

DOT Reportable Quantity (RQ): 1,000 pounds (NaOH)

RQ for Product: 2,000 pounds (157.2 gallons)

Marine Pollutant: No

2004 North American Emergency Response Guidebook No.: 169

TDG PROPER SHIPPING NAME: SODIUM HYDROXIDE SOLUTION

Hazard Class: 8

UN Number: UN1824

Packing Group: II

Primary Label: Corrosive

Subsidiary Label(s): None Required

Primary/Subsidiary Placards: Corrosive

TDG Reportable Quantity (RQ):[#] At least 5kg or 5 liters.

TDG Schedule XII: Not listed

Regulated Limit (RL):^{##} 50 kg (NaOH)

RL for Product: 100 kg (85.6 liters)

Other Shipping Information: None

[#] Canadian Transportation of Dangerous Goods Regulations (TDGR), Part IX, Table I, Quantities or levels for immediate reporting; releases of reportable quantities, RQ, that meet the definition of a "dangerous occurrence" (a threat to life, health, property, or the environment) must be reported to the appropriate authorities as outlined in TDGR 9.13(1) and 9.14(1).

^{##} Reporting to Environment Canada is required for any releases exceeding the regulated limits, RL, of 0.2 materials (primary or secondary). The regulated limits are found in Schedule XIII of the TDGR.

PRODUCT IDENTIFIER: Sodium Hydroxide 50% Solution (All Grades)

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16. REGULATORY INFORMATION

COMPONENTS: Sodium Hydroxide
OSHA Target Organs: Eyes, Skin, Mucous membranes & Lungs

Carcinogenic Potential:

Regulated by OSHA: No
 Listed on NTP Report: No
 Listed by IARC: No
 IARC Group: Not applicable
 ACGIH Appendix A: Not listed
 A1 Confirmed Human: Not applicable
 A2 Suspected Human: Not applicable

U.S. EPA Requirements**Release Reporting****RCRA (40 CFR 302)**

Listed Substance: Yes
 Reportable Quantity: 1,000 pounds
 Category: C
 RCRA Waste No.: None listed
 Unlisted Substance: Not applicable
 Reportable Quantity: Not applicable
 Characteristic: Not applicable
 RCRA Waste No.: Not applicable

SARA TITLE III**Section 302 & 303 (40 CFR 355):**

Listed Substance: Not listed
 Reportable Quantity: Not applicable
 Planning Threshold: Not applicable

Section 311 & 312 (40 CFR 370):

Hazard Categories (product): Fire: Sudden Release of Pressure: Reactive: Acute Health: Chronic Health:
 Planning threshold: 10,000 pounds

Section 313 (40 CFR 372):

Listed Toxic Chemical: Not listed
 Reporting Threshold: Not applicable

U.S. TSCA Status

Listed (40 CFR 710): Yes

State Regulations**State of California: Safe Drinking Water and Toxins Enforcement Act, 1993 (Proposition 65):**

Carcinogen: No
 Reproductive Toxin: No

Other Regulations

State Right To Know Laws: MA, NJ, PA, CA

Canadian Regulations**Product Information:**

Controlled Product: Yes
 WHMIS Hazard Symbols: Corrosive Material
 WHMIS Class & Division: E

Ingredient Information:

IDL Substance: Yes
 DSL or NDSL Lists: DSL

PRODUCT IDENTIFIER: Sodium Hydroxide 50% Solution (All Grades)

16. OTHER INFORMATION

EPA Registration number: Not applicable

Approved Product Uses: Not applicable

Special Notes:

This product does not contain any material, which the State of California has found to cause cancer and/or birth defects or other reproductive harm.

NOTE: Deadly carbon monoxide gas can form when this material contacts food soil containing sugars. After cleaning operations are completed, thoroughly ventilate enclosed areas before entering. Always monitor oxygen and carbon monoxide levels when personnel are in enclosed areas. For proper tank entry procedures, see ANSI Z117.1-1977.

Special Instructions:

When making solutions, always add this material to cool (40 - 60° F.) water with adequate mixing to prevent overheating and possible spattering of a highly alkaline solution.

Do not allow this product to contact Aluminum, Magnesium, Tin or Zinc surfaces as this causes corrosion of the metal and generation of flammable / explosive Hydrogen gas.

MSDS Revision Information: Information Revised This Issue Date: New product MSDS.
Form Revision made 2/03/06

MSDS Distributed by: Brenntag Pacific, Inc.
NW Environmental Department
Phone: 603-242-0200 FAX: 603-412-3390

Prepared By: Edward Doheny Date: July 31, 2007

This Material Safety Data Sheet is provided as an information resource only. It should not be taken as a warranty or representation for which Brenntag Pacific, Inc. assumes legal responsibility. While Brenntag Pacific, Inc. believes the information contained herein is accurate and compiled from sources believed to be reliable, it is the responsibility of the user to investigate and verify its validity. The buyer assumes all responsibility of using and handling the product in accordance with applicable federal, state, and local regulations.



THE CITY OF SAN DIEGO

January 31, 2014

SENT VIA E-MAIL: ltua@brenntag.com

Ms. Laura Tua, Bid Specialist
Brenntag Pacific, Inc.
10747 Patterson Place
Santa Fe Springs, CA 90670

Dear Ms. Tua:

Subject: Bid No. 10043586-14-C - Caustic Soda, 50% in Solution

Thank you for participating in the subject bid solicitation. This letter is to inform you that the City of San Diego has completed its review of the subject bid and is recommending award to your company, Brenntag Pacific, Inc., the low responsible and responsive bidder meeting specifications.

Award of contract is pending the ten (10) day protest period given all bidders which expires at 5:00 pm on February 10, 2014.

Please do not hesitate to contact me at (619) 236-7131 with any questions you may have.

Sincerely,

Karan Wolff

Karan Wolff C.P.M.
Principal Procurement Specialist

Purchasing & Contracting Department

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Tel (619) 236-6000 Fax (619) 236-5904