

**COLUMBUS CONSOLIDATED GOVERNMENT  
ANNUAL CONTRACT ROUTING MEMORANDUM**

**DATE:** May 24, 2021



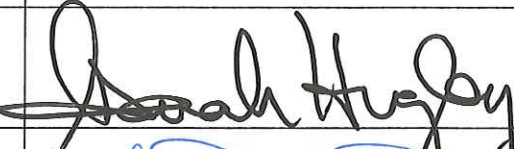


**SUBJECT:** Pool Chemicals (Annual Contract); RFB No. 21-0025

**FROM:** Patti Postorino, Purchasing Division

Please route for appropriate signatures, copies of the attached contracts with Brenntag Mid-South, Inc (Kennesaw, GA) and Chemrite, Inc (Buford, GA) (Contractor(s)). These firms will provide water treatment chemicals to be used in the City's swimming pools on an "as needed" basis to be utilized by the Parks and Recreation Department. The term of this contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the Contractor. Funds are budgeted each fiscal year for this on-going expense:

**Parks and Recreation:** General Fund – Parks and Recreation – Aquatics - Operating Materials; 0101 270-4414-6728; 0101-270-4413-6728.

**Council authorized this contract per Resolution No. 137-21, dated May 11, 2021 (copy is attached).**

Signatories	Signatures Required ( <i>No initials please</i> )	Date
<b>Purchasing Division Manager</b> Signature of Approval		5/24/21
<b>City Attorney:</b> Signature required on Contracts	Form Approved: 	5/24/21
<b>City Manager:</b> Signature required on Contracts		5/24/21
<b>Clerk of Council:</b> Signature Required on Contracts & Attest/Seal		5/24/2021
<b>Buyer:</b> Process / Distribute		05/26/2021

*After all signatures have been applied, please contact Purchasing Division (ext - 3070) for distribution.*

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901  
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
[www.columbusga.org](http://www.columbusga.org)

May 26, 2021

Chemrite, Inc  
Mr. Aaron Opp, Vice President  
5202 Belle Wood Court, Ste 104  
Buford, GA 30518

Email: [orders@chemrite.com](mailto:orders@chemrite.com)

### Re: Pool Chemicals (Annual Contract); RFB No. 21-0025

This is your notification that the referenced annual contract was awarded to your firm, per the attached contract documents. All terms and conditions set forth in the proposal specifications will prevail, as approved by Council on Tuesday, **May 11, 2021 per Resolution Number 137-21.**

This contract shall be for two years beginning **June 2, 2021 through June 1, 2023**, with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and your firm.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected contract becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied.

### Termination for Convenience

For the protection of both parties, either party giving a sixty (60) day prior notice in writing to the other party may cancel this contract.

The City has confidence in your ability to fulfill the requirements of the contract and look forward to a continued relationship, which will be beneficial to all concerned.

Respectfully,

Patti Postorino, Buyer

Andrea J. McCorvey,  
Purchasing Division Manager

## PRICING PAGE

### POOL CHEMICALS (Annual Contract) RFB 21-0025

DESCRIPTION	ESTIMATED USAGE	BRAND NAME	DELIVERY METHOD	UNIT COST PER GALLON / BUCKET/ DRUM	EXTENDED COST
Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15% Chlorine	40,000 Gallons		Bulk Rate	NO BID \$	\$
HTH Granular Chlorine 65%	720 Buckets	ProChlo	Bucket	124.80 \$ per 100LB DRUM	\$ 89,856.00
HTH Granular Acid 31.45% 20 Dg	1,000 Gallons		Drums	\$ NO BID	\$
TOTAL ESTIMATED ANNUAL COST					\$ 89,856.00

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**

5 %

Delivery will be made within 3-5 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. Inability to make delivery within specified time will authorize the City to purchase from other sources.

**Minimum Delivery Order in Bulk, Buckets, Drums, Containers:** 18 DRUMS OR by weight: \_\_\_\_\_

Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.

Chemrite, Inc.

COMPANY NAME			
5202 Belle Wood Court, STE 104 Buford, GA 30518			
VENDOR'S STREET ADDRESS PHYSICAL LOCATION	CITY	STATE	ZIP CODE
(P.O. BOXES WILL RENDER BID INCOMPLETE)			
Same			
VENDOR'S REMITTANCE OR MAILING ADDRESS	CITY	STATE	ZIP CODE
770-271-5576		770-271-4068	
COMPANY PHONE NUMBER		COMPANY FAX NUMBER	
		4/7/2021	
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE OF SIGNATURE	
Aaron Opp Vice President		orders@chemrite.com	
"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		EMAIL ADDRESS	

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901  
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
[www.columbusga.org](http://www.columbusga.org)

May 26, 2021

Brenntag Mid-South, Inc.  
Ms. Stephanie Ubach, Municipal Bid Manager  
3200 Moon Station Road  
Kennesaw, GA 30144

Email: [subach@brenntag.com](mailto:subach@brenntag.com)  
[mid-south.accountremittance@brenntag.com](mailto:mid-south.accountremittance@brenntag.com)

### Re: Pool Chemicals (Annual Contract); RFB No. 21-0025

This is your notification that the referenced annual contract was awarded to your firm, per the attached contract documents. All terms and conditions set forth in the proposal specifications will prevail, as approved by Council on Tuesday, **May 11, 2021 per Resolution Number 137-21.**

This contract shall be for two years beginning **June 2, 2021 through June 1, 2023**, with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and your firm.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected contract becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied.

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The City has confidence in your ability to fulfill the requirements of the contract and look forward to a continued relationship, which will be beneficial to all concerned.

Respectfully,

Patti Postorino, Buyer

Andrea J. McCorvey,  
Purchasing Division Manager

## PRICING PAGE

### POOL CHEMICALS (Annual Contract) RFB 21-0025

DESCRIPTION	ESTIMATED USAGE	BRAND NAME	DELIVERY METHOD	UNIT COST PER GALLON / BUCKET / DRUM	EXTENDED COST
Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15% Chlorine	40,000 Gallons	Sodium Hypochlorite 12.5% item # 841174	Bulk Rate	\$ 1.65g	\$ 66,000.00
HTH Granular Chlorine 65%	720 Buckets	Hi-Clear Calcium Hypochlorite item # 602320	Bucket	\$161.91	\$116,575.20
HTH Granular Acid 31.45% 20 Dg	1,000 Gallons	Hydrochloric Acid 20 BE item # 244631	Drums	\$ 2.5142g	\$ 2,514.20
<b>TOTAL ESTIMATED ANNUAL COST</b>					<b>\$ 185,089.40</b>

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**

0 %

Delivery will be made within 3-5 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. Inability to make delivery within specified time will authorize the City to purchase from other sources.

\*\*\*\*\*TOTAL ORDER MIN \$600 TO EACH ADDRESS, PRODUCTS MAY BE COMBINED\*\*\*\*\*

Minimum Delivery Order in Bulk, Buckets, Drums, Containers: see above OR by weight: see above

Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.

**Brenntag Mid-South, Inc.**

COMPANY NAME

3200 Moon Station Road

Kennesaw, GA 30144

VENDOR'S STREET ADDRESS PHYSICAL LOCATION

CITY

STATE

ZIP CODE

(P.O. BOXES WILL RENDER BID INCOMPLETE)

3796 Reliable Parkway

Chicago, IL 60686-3007

VENDOR'S REMITTANCE OR MAILING ADDRESS

CITY

STATE

ZIP CODE

270-855-0694

Go green

COMPANY PHONE NUMBER

COMPANY FAX NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

Stephanie Ubach - Municipal Bid Manager

subach@brenntag.com

"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS



# CONTRACT

THIS CONTRACT, executed this 26<sup>th</sup> day of May 2021, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Chemrite, Inc (Buford, GA)**, hereinafter called the "Contractor".

## WITNESSETH:

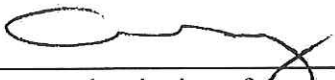
That in consideration of the mutual covenants, obligations, and terms set-forth in the attached proposal and specifications, the parties hereby agree as follows:


1. That the Contractor met all proposal requirements and was evaluated most responsive for providing **Pool Chemicals (Annual Contract)**, per **RFB No. 21-0025**, and was awarded the Contract by Columbus City Council on Tuesday, May 11, 2021, Resolution No. 137-21, for the contract term of two years, beginning June 2, 2021 through June 1, 2023, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.
2. The Contractor will, at its own cost and expense, furnish all tools, materials and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Proposals, dated March 5, 2021 (and all addenda thereto), the Contractor's bid dated April 7, 2021 which are attached hereto as exhibits "A", "B" and "C" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

# FORM 3


## **CONTRACT SIGNATURE PAGE** **POOL CHEMICALS (Annual Contract)** **RFB No. 21-0025**

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

  
\_\_\_\_\_  
Witness as to the signing of the contract

  
\_\_\_\_\_  
Witness as to the signing of the contract

(Corporate seal, if applicable)

  
\_\_\_\_\_  
Signature of Authorized Representative Date 4/7/2021

Aaron Opp Vice President  
\_\_\_\_\_  
Print Name and Title of Signatory

Chemrite, Inc.  
\_\_\_\_\_  
Company Name

### *Company Ordering Address*

5202 Belle Wood Court, STE 104  
\_\_\_\_\_  
Buford, GA 30518  
\_\_\_\_\_  
Contact Anne Torrez  
\_\_\_\_\_  
Email orders@chemrite.com  
\_\_\_\_\_  
Telephone 770-271-5576  
\_\_\_\_\_  
Fax 770-271-4068  
\_\_\_\_\_

### *Company Payment Address*

same  
\_\_\_\_\_  
\_\_\_\_\_  
Contact \_\_\_\_\_  
Email \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

## **CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this 24<sup>th</sup> day of May 20 21

  
\_\_\_\_\_  
Isaiah Hugley, City Manager


ATTEST:

  
\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Clifton C. Fay, City Attorney

**EXECUTION AUTHORIZED**

By Resolution No. 137-21  
  
\_\_\_\_\_  
Clerk of Council

## RESOLUTION

NO. 137-21

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR THE PURCHASE OF POOL CHEMICALS, ON AN "AS NEEDED" BASIS, FROM BRENNTAG MID-SOUTH, INC (KENNESAW, GA) AND CHEMRITE, INC (BUFORD, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$158,370.20.

WHEREAS, these chemicals will be utilized by the Parks and Recreation Department for water treatment at the Columbus Aquatic Center and the City's outdoor swimming pools; and,

WHEREAS, the term of contract shall be for two years, with the option to renew for three additional twelve-month periods, contingent upon the mutual agreement of the City and the Contractor.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized to enter into an annual contract for the purchase of pool chemicals, on an "as needed" basis, from Brenntag Mid-South, Inc (Kennesaw, GA) and Chemrite, Inc (Buford, GA) for the estimated annual contract value of \$158,370.20. Funds are budgeted each fiscal year for this ongoing expense: General Fund - Parks and Recreation – Aquatics – Operating Materials; 0101-270-4413-AQUT-6728. General Fund - Parks and Recreation – Aquatics Center – Operating Materials; 0101-270-4414-NATA-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 11<sup>th</sup> day of May, 2021 and adopted at said meeting by the affirmative vote of seven members of said Council.

Councilor Allen	voting <u>YES</u>
Councilor Barnes	voting <u>ABSENT</u>
Councilor Crabb	voting <u>YES</u>
Councilor Davis	voting <u>ABSENT</u>
Councilor Garrett	voting <u>YES</u>
Councilor House	voting <u>YES</u>
Councilor Huff	voting <u>ABSENT</u>
Councilor Thomas	voting <u>YES</u>
Councilor Tucker	voting <u>YES</u>
Councilor Woodson	voting <u>YES</u>



Sandra T. Davis  
Clerk of Council



B. H. "Skip" Henderson, III  
Mayor

**EXHIBIT A**

*Columbus Consolidated Government*

*Pool Chemicals (Annual Contract)*

*RFB No. 21-0025*

*Chemrite, Inc.*

*Business Requirements*

Request for Taxpayer  
Identification Number and Certification

☒ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Chemrite, Inc.</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <input type="checkbox"/> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) <input type="checkbox"/>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>5202 Belle Wood Court, STE 104</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Buford, GA 30518</b>		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ☒

Date **5-5-2021**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Search by TIN, Acct., or N

### Check for imported payees with non-matching TIN data and verify new payees

TIN Matching allows you to verify your Payee data against the IRS TIN Matching database to verify if you have the cor

## Sovos can take care of your mismatched TINs & B-Notices

Sovos offers the ability to automatically mail the appropriate forms to your mismatched payees and request corrected information. The responses come directly to you, and the W-9/B-Notice solicitations are saved for your reference in File Manager. Depending on your subscription, additional fees may apply.

### Print & Mail W-9 Solicitations

Print &amp; Mail B-Notices

The W9 Solicitation button has been disabled as you have already sent your solicitations.

### Mismatched Records

TIN	Name

[Download](#)

### Individual TIN Lookup

Verify individual Payee Social Security and Employer ID numbers.

Name: Chemrite Inc

TIN:

Verify Payee

**TIN Status: PASS**

**OFAC Check: PASS**

**DMF Check: PASS**

Download .

[Back to Home](#)

POST IN A CONSPICUOUS PLACE

ACCOUNT #: 000003368

## CITY OF BUFORD

2300 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518

### Tax Certificate

CHEMRITE, INC.

5202 BELLEWOOD COURT  
SUITE #104  
BUFORD

GA 30518

001405

License No.:  
2/18/2021

Date of Issue:

CORPORATION--FRANK J. OPP

Owner

in consideration of which City of Buford, Georgia, has granted a Certificate for carrying  
on the business of WATER TREATMNT CHEMICALS/EQUIP

This Certificate Expires On March 31, 2022

Amount Paid:

Witness my hand and seal with day and year above written

  
KIM WOLFE, CITY CLERK

This Certificate is not transferable and is subject to be revoked if abused.

**EXHIBIT C**

*Columbus Consolidated Government*

*Pool Chemicals (Annual Contract)*

*RFB No. 21-0025*

*Chemrite, Inc.*

*Bid Submission*

**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT  
PURCHASING DIVISION**

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

March 23, 2021

**Addendum No. 1**

**POOL CHEMICALS  
(Annual Contract) RFB No. 21-0025**

**Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to acknowledge receipt of this addendum may render your bid "incomplete".**

**Initials:**                     

**Company:** Chemrite, Inc.

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: "I see that you have the bid for 720 buckets of 65% Calcium Hypochlorite, is this in 100 lb pails/buckets?"

Answer: Yes. The estimated usage of HTH Granular Chlorine 65% would be 720, 100 lb buckets.

Question: "When would this bid begin and end?"

Answer: The contract is estimated to begin June 2, 2021. The contract term will be for two years with the option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

**Andrea J. McCorvey  
Purchasing Division Manager**

# FORM 1

## COMMUNICATION CONCERNING THIS SOLICITATION

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.**

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

-----

**I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.**

**Vendor Name:** Chemrite, Inc.

**Print Name of Authorized Agent:** Aaron Opp

**Signature of Authorized Agent:** 

**BID FORM****POOL CHEMICALS  
(Annual Contract)  
RFB NO. 21-0025****IMPORTANT INFORMATION:**

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR  
ON OR BEFORE April 7, 2021 – 2:30 PM (EST)

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, to exclude *Communications Concerning This Solicitation*. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following check-list to verify the items are included in sealed bid:

- ☐ Communication Concerning This Solicitation (Form 1)    ☐ Bid Form (Form 2)
- ☐ Pricing Page (Page 17)    ☐ Material Safety Data Sheets on Product
- ☐ Contract Signature Page (Form 3)    ☐ Business License    ☐ W-9 Rev 2018

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government.

Chemrite, Inc.

orders@chemrite.com

Vendor Business Name

Email Address

Authorized Signature

Aaron Opp

Print Name

4/7/2021

Date

Please circle and initial if Business is {Minority} or {Woman} Owned: \_\_\_\_\_

If certified as a DBE or WBE, list the certifying agency: \_\_\_\_\_

Not Minority, Woman or DBE owned (please initial) \_\_\_\_\_

\*\*\***COMPLETE ALL PAGES AND RETURN WITH BID**\*\*\*

## PRICING PAGE

### POOL CHEMICALS (Annual Contract) RFB 21-0025

DESCRIPTION	ESTIMATED USAGE	BRAND NAME	DELIVERY METHOD	UNIT COST PER GALLON / BUCKET/ DRUM	EXTENDED COST
Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15% Chlorine	40,000 Gallons		Bulk Rate	NO BID \$	\$
HTH Granular Chlorine 65%	720 Buckets	ProChlo	Bucket	\$ 124.80 per 100LB DRUM	\$ 89,856.00
HTH Granular Acid 31.45% 20 Dg	1,000 Gallons		Drums	\$ NO BID	\$
<b>TOTAL ESTIMATED ANNUAL COST</b>					\$ 89,856.00

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**

5 %

Delivery will be made within 3-5 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

**Minimum Delivery Order in Bulk, Buckets, Drums, Containers:** 18 DRUMS **OR by weight:** \_\_\_\_\_

**Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.**

Chemrite, Inc.

COMPANY NAME

5202 Belle Wood Court, STE 104 Buford, GA 30518

VENDOR'S STREET ADDRESS PHYSICAL LOCATION  
(P.O. BOXES WILL RENDER BID INCOMPLETE)

CITY

STATE

ZIP CODE

Same

VENDOR'S REMITTANCE OR MAILING ADDRESS

CITY

STATE

ZIP CODE

770-271-5576

770-271-4068

COMPANY PHONE NUMBER

COMPANY FAX NUMBER

4/7/2021

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

Aaron Opp Vice President

orders@chemrite.com

"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

# SAFETY DATA SHEET

## 1. Identification

Product identifier ProChlo, Calcium Hypochlorite

Other means of identification

SDS number -

Recommended use Disinfection is swimming pools and drinking water, treatment of industrial cooling water, slime control, odor control, sewage and waste water treatment.

Recommended restrictions Use in accordance with supplier's recommendations.

Manufacturer/Importer/Supplier/Distributor information

Company name Chemrite, Inc.

Address 5202 Belle Wood Ct., Ste 104  
Buford, GA 30518 USA

Telephone 770-271-5576

E-mail info@chemrite.com

Website www.chemrite.com

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY  
(spill, leak, fire, exposure or accident), call CHEMTREC at  
CHEMTREC®, USA: 001 (800) 424-9300  
CHEMTREC®, Canada: 001 (703) 527-3887

## 2. Hazard(s) identification

Physical hazards Oxidizing solids Category 2

Health hazards Acute toxicity, oral Category 4  
Skin corrosion/irritation Category 1B  
Serious eye damage/eye irritation Category 1  
Specific target organ toxicity, single exposure Category 3 (Respiratory Tract irritation)

Environmental hazards Hazardous to the aquatic environment, acute hazard Category 1  
Hazardous to the aquatic environment, long-term hazard Category 1

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement May intensify fire; oxidizer. Harmful if swallowed. Causes severe skin burns and eye damage.  
May cause respiratory irritation. Very toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention

Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Use only outdoors or in a well-ventilated area. Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Avoid release to the environment.

Response

In case of fire: Use water for extinction. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If exposed: Call a poison center/doctor. Collect spillage.

<b>Storage</b>	Store locked up. Store in a well-ventilated place. Keep container tightly closed.
<b>Disposal</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.

### 3. Composition/information on ingredients

#### Substances

Chemical name	CAS number	%
Calcium Hypochlorite	7778-54-3	>65
Calcium Chlorate	10137-74-3	<2
Calcium Carbonate	471-34-1	<2
Calcium Hydroxide	1305-62-0	<2
Sodium Chloride	7647-14-5	<17

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

### 4. First-aid measures

<b>Inhalation</b>	Remove source of contamination or move victim to fresh air. If breathing has stopped, trained personnel should begin artificial respiration or, if the heart has stopped start CPR (cardiopulmonary resuscitation). Get medical attention immediately.
<b>Skin contact</b>	Take off immediately all contaminated clothing. Immediately flush skin with plenty of water. Wash contaminated clothing before reuse.
<b>Eye contact</b>	Immediately flush with plenty of lukewarm water for up to 20 minutes. Remove any contact lenses and open eyelids wide apart. Continue rinsing. Take care not to raise contaminated water into affected eye. Get medical attention immediately.
<b>Ingestion</b>	Never give anything by mouth if victim is rapidly losing consciousness, or if unconscious or convulsing. Have victim rinse mouth thorough with water. Have victim drink one cup (240-300ml 8-10 oz) to dilute material in stomach. Do not induce vomiting. If vomiting occurs naturally, rinse mouth and repeat administration of water. If breathing has stopped, trained personnel should begin artificial respiration or, if the heart has stopped cardiopulmonary resuscitation (CPR) immediately. Get medical attention immediately.

### 5. Fire-fighting measures

<b>Means of Extinction:</b>	Drench with water and cool surrounding products with water. Water in contact with hot hypochlorite can release hydrochloric acid or chlorine gas. Use appropriate self-fire extinguishing agents – Use water only.
	Flash Point and Methods of Determination: Not combustible (does not burn). Be aware that Calcium Hypochlorite can decompose violently at temperatures above 150° C. Releasing heat and oxygen gas.
<b>Upper Flammable Limit:</b>	Not applicable.
<b>Lower Flammable Limit:</b>	Not applicable.
<b>Auto Ignition temperature:</b>	Not applicable.
<b>Hazardous combustions products:</b>	Oxygen, Chlorine and Chlorine Monoxide
<b>Protective Equipment:</b>	In case of fire wear self-contained breathing apparatus. Use personal protective.

## 6. Accidental release measures

Personal precautions:	In case of violent reaction and ignition, ensure proper and adequate ventilation and remove all the resources of ignition. Use personal protective requirement and evacuate people to safe areas.
Environmental Precautions:	Ensure the production does not enter the drains and do not allow the material to contaminate ground water systems.
Methods of Clean up:	Protect from contamination and ensure the disposal is done promptly into the suitable containers.

## 7. Handling and storage

Precautions for safe handling:	Avoid generation dust. Avoid mixing pure material with contaminated material. Use smallest possible amounts in designated areas with adequate ventilation.
Conditions for safe storage:	Store in original containers. Keep container tightly closed in a clean, cool, open and well-ventilated place. Keep out of sun.

## 8. Exposure controls/personal protection

Engineering Controls:	Local exhaust ventilation required when exposure to dust occurs.
Precautions/Procedure In case of spill:	Restrict access to area until completion of clean up.
Personal Protective Equipment:	
Respiration Protection:	Wear dust mask or NIOSH approved type canister type respirator suitable for chlorine.
Eye/Face Protection:	Chemical safety goggles, face shields are necessary.
Skin Protection:	Use impervious gloves, body suite, boots, and/or other resistant protective clothing. Have safety shower/eye wash fountain readily available in the immediate work area.
Materials for Protective Clothing:	Butyl rubber, natural rubber, neoprene, nitrile/polyvinyl chloride, polyurethane, polyvinyl chloride.

## 9. Physical and chemical properties

Physical state	Solid granules
Appearance Form	White, free flowing granules with a strong chlorine odor.
Odor threshold	Not available.
pH	11.5 (5% Solution)
Specific gravity	2.050 – 2.20 @ 20°C (Water = 1@4 °C)
Melting point/freezing point	Decomposes at temperature above 150°C
Boiling point	Not available.
Vapor Pressure	Not available.
Vapor Density	Not available.
Evaporation Rate	Not available.

## 10. Stability and reactivity

Reactivity	Calcium Hypochlorite should be kept away from household soap, paint products, sustain lotions, solvents, acid, beverages, lighted cigarettes, combustible material, garbage, dirt, rags, organic material and other pool chemicals. Mixing with any of the above material can initiate a hazardous decomposition of Calcium Hypochlorite. Calcium Hypochlorite should not be mixed with anything but water.
Chemical Instability	Heat, acids, and organic compounds may cause hazardous decomposition of Calcium Hypochlorite. Water added to container to container of Calcium Hypochlorite may generate enough heat to initiate the hazardous decomposition of material.
Ammonia, Urea and conditions of reactivity	From reactive and toxic chloramines
Acids	Release Chlorine gas
Metal Oxides	Can react violently
Hazardous decomposition	Chlorine and Oxygen

**Hazardous Polymerization:** Does not occur.

**Comments:** Calcium Hypochlorite is a strong oxidizing agent. Mix only into water contamination of the product may result in chemical reaction with generation of heat, liberation of hazardous gases and possible fire and explosion.

## 11. Toxicological information

**Local effects:** When contacted with skin and eyes, causes services caustic burns. If inhaled the corrosive and substances can lead to a toxic edema of lungs. Symptoms may be delayed causes throat pain and cough. Ingestion cause burns of the upper digestive and respiratory tracts if swallowed.

**Acute Inhalation LC50:** (rat) no mortality at 3.5 mg/l (1 hour). Slight to very low toxicity  
**Acute Dermal LD50:** (rabbit) >1000 mg/kg. Slight to very low toxicity  
**Acute Oral LD50:** (rat) 850 mg/kg. Slight to very low toxicity  
**Carcinogenicity Toxicity:** Not available.  
**Reproductive Toxicity:** Not available.  
**Mutagenicity:** Not available.

## 12. Ecological information

**Ecotoxicity LC50:** 0.088mg/L996hr bluegill sunfish – very toxic to aquatic organisms. Make sure not to allow the material contaminate the ground water system.

### Environmental fate:

**Mobility:** Soluble.  
**Biodegradation:** Not available.  
**Bioaccumulation:** Not available.

### Physical / Chemical:

**Hydrolysis:** Not available.  
**Photolysis:** Not available.  
**Additional information:** Not available.

## 13. Disposal considerations

**Clean-up:** Do not touch spilled material. Prevent material from entering sewers or confined place. Shovel into clean, dry, labeled containers. Flush area with water. Contaminated materials may be dissolved in water, then treated with a reducing agent such as sodium sulphite. Care should be taken while handling contaminated material due to fire risk.

**Waste Disposal:** Consult appropriate Federal, State/Provincial and local regulatory authorities to ascertain proper disposal procedures. Care should be taken not to mix waste Calcium Hypochlorite with incompatible material. Calcium Hypochlorite should be dissolved in water and the available chlorine should be treated using a reducing agent such as Sodium Sulphite.

## 14. Transport Information

### DOT

**UN number:** UN3487  
**UN proper shipping name:** Calcium Hypochlorite, Hydrated  
**Hazard Class:** 5.1  
**Subsidiary risk:** 8  
**Packing group:** II  
**USA – RQ, Hazardous**  
**Substance and Quantity:** 10 lbs. / 4.5 kg. (Calcium Hypochlorite)  
**Marine Pollutant:** Regular

### ICAO/IATA:

**UN number:** UN3487  
**UN proper shipping name:** Calcium Hypochlorite, Hydrated  
**Hazard Class:** 5.1  
**Subsidiary risk:** 8  
**Packing group:** II

### IMDG:

**UN number** UN3487  
**UN proper shipping name** Calcium Hypochlorite, Hydrated  
**Class** 5.1  
**Subsidiary risk** 8  
**Packing group** II

## 15. Regulatory information:

**EC Labeling Requirements:** The product is classified and labeled in accordance with EC directives or respective national laws.

### US Federal Regulations

ProChlo	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard

**Contains:** Calcium Hypochlorite (231-908-7)

### Danger Indications:

**O – Oxidizing**

**C – Corrosive**

**N – Dangerous Environment**



**R8 –** Contact with combustible material may cause fire.

**R22 –** Harmful if swallowed

**R31 –** Contact with acids liberates toxic gas

**R34 –** Causes burns

**R50 –** Very toxic to aquatic organisms

### Safety Phrases:

**S26 –** In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

**S45 –** In case of accident or if you feel unwell, seek medical advice immediately

**S61 –** Avoid release to the environment. Refer to special instructions.

**S36/37/39 –** Wear suitable protective clothing, gloves, and eye/face protection.

**S ½ –** Keep locked-up and out of the reach of children.

## 16. Other Information:

### Other Information:

UL Drinking Water Treatment Chemicals Listing- calcium hypochlorite is certified for maximum use at 13mg/L under ANSI/NSF Standard 60.

### Risk Phrases:

**R8 –** Contact with combustible material may cause fire.

**R22 –** Harmful if swallowed

**R31 –** Contact with acids liberates toxic gas

**R34 –** Causes burns

**R50 –** Very toxic to aquatic organisms

### Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CHEMRITE, INC. DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CHEMRITE, INC. MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Chemrite, Inc., and shall be the sole responsibility of the holder or user of the product.



# CONTRACT

THIS CONTRACT, executed this 26<sup>th</sup> day of May 2021, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Brenntag Mid-South, Inc (Kennesaw, GA)**, hereinafter called the "Contractor".

## WITNESSETH:

That in consideration of the mutual covenants, obligations, and terms set-forth in the attached proposal and specifications, the parties hereby agree as follows:

1. That the Contractor met all proposal requirements and was evaluated most responsive for providing **Pool Chemicals (Annual Contract)**, per **RFB No. 21-0025**, and was awarded the Contract by Columbus City Council on Tuesday, May 11, 2021, Resolution No. 137-21, for the contract term of two years, beginning June 2, 2021 through June 1, 2023, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.

2. The Contractor will, at its own cost and expense, furnish all tools, materials and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Proposals, dated March 5, 2021 (and all addenda thereto), the Contractor's bid dated April 7, 2021 which are attached hereto as exhibits "A", "B" and "C" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.

3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

FORM 3

**CONTRACT SIGNATURE PAGE**  
**POOL CHEMICALS (Annual Contract)**  
**RFB No. 21-0025**

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

Ray Sibbitt  
Witness as to the signing of the contract

[Signature]  
Witness as to the signing of the contract

(Corporate seal, if applicable)

Stephanie Wood 4/7/21  
Signature of Authorized Representative Date

Ray Sibbitt - Director MiniBulk and Municipal Buisness  
Print Name and Title of Signatory

Brenntag Mid-South, Inc.  
Company Name

**Company Ordering Address**

3200 Moon Station Road  
Kennesaw, GA 30144  
Contact Customer Service  
Email atlantacustomerservice@brenntag.com  
Telephone 770-429-1405  
Fax Go green

**Company Payment Address**

3796 Reliable Parkway  
Chicago, IL 60686-3007  
Contact Accounts Payable  
Email mid-south.accountremittance@brenntag.com  
Telephone 800-622-0311  
Fax 216-251-1672

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this 24th day of May 20 21

[Signature]  
Isaiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:

[Signature]  
Clifton C. Fay, City Attorney

ATTEST:

[Signature]  
Sandra T. Davis, Clerk of Council

**EXECUTION AUTHORIZED**

By Resolution No. 137-21

[Signature]  
Clerk of Council

## RESOLUTION

NO. 137-21

**A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR THE PURCHASE OF POOL CHEMICALS, ON AN "AS NEEDED" BASIS, FROM BRENNTAG MID-SOUTH, INC (KENNESAW, GA) AND CHEMRITE, INC (BUFORD, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$158,370.20.**

**WHEREAS**, these chemicals will be utilized by the Parks and Recreation Department for water treatment at the Columbus Aquatic Center and the City's outdoor swimming pools; and,

**WHEREAS**, the term of contract shall be for two years, with the option to renew for three additional twelve-month periods, contingent upon the mutual agreement of the City and the Contractor.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to enter into an annual contract for the purchase of pool chemicals, on an "as needed" basis, from Brenntag Mid-South, Inc (Kennesaw, GA) and Chemrite, Inc (Buford, GA) for the estimated annual contract value of \$158,370.20. Funds are budgeted each fiscal year for this ongoing expense: General Fund - Parks and Recreation – Aquatics – Operating Materials; 0101-270-4413-AQUT-6728. General Fund - Parks and Recreation – Aquatics Center – Operating Materials; 0101-270-4414-NATA-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 11<sup>th</sup> day of May, 2021 and adopted at said meeting by the affirmative vote of seven members of said Council.

Councilor Allen	voting <u>YES</u>
Councilor Barnes	voting <u>ABSENT</u>
Councilor Crabb	voting <u>YES</u>
Councilor Davis	voting <u>ABSENT</u>
Councilor Garrett	voting <u>YES</u>
Councilor House	voting <u>YES</u>
Councilor Huff	voting <u>ABSENT</u>
Councilor Thomas	voting <u>YES</u>
Councilor Tucker	voting <u>YES</u>
Councilor Woodson	voting <u>YES</u>

  
Sandra T. Davis  
Clerk of Council

  
B. H. "Skip" Henderson, III  
Mayor

**EXHIBIT A**

*Columbus Consolidated Government*

*Pool Chemicals (Annual Contract)*

*RFB No. 21-0025*

*Brenntag Mid-South, Inc.*

*Business Requirements*

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BRENTAG MID-SOUTH, INC.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1405 HIGHWAY 136 WEST PO BOX 20**

**6** City, state, and ZIP code  
**HENDERSON KENTUCKY 42419**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

\_\_\_\_\_

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► Stephanie L. Back

Date ► January 20, 2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

Search by TIN, Acct., or N

### Check for Imported payees with non-matching TIN data and verify new payees

TIN Matching allows you to verify your Payee data against the IRS TIN Matching database to verify if you have the cor

#### Sovos can take care of your mismatched TINs & B-Notices

Sovos offers the ability to automatically mail the appropriate forms to your mismatched payees and request corrected information. The responses come directly to you, and the W-9/B-Notice solicitations are saved for your reference in File Manager. Depending on your subscription, additional fees may apply.

[Print & Mail W-9 Solicitations](#)

[Print & Mail B-Notices](#)

The W9 Solicitation button has been disabled as you have already sent your solicitations.

#### Mismatched Records

TIN	Name

#### Individual TIN Lookup

Verify individual Payee Social Security and Employer ID numbers.

Name:

TIN:

[Verify Payee](#)

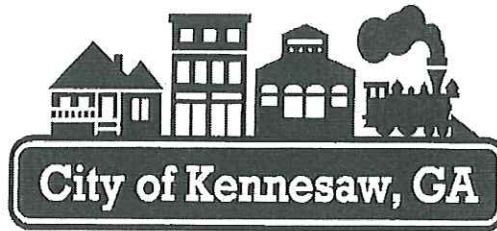
**TIN Status: PASS**

**OFAC Check: PASS**

**DMF Check: PASS**

[Download](#)

[Back to Home](#)



Honoring Our Heritage - Forging Our Future

LOC:  
3200 MOON STATION RD

## Tax Certificate Professional - Occupational

BRENNTAG MID-SOUTH INC  
[LOC: 3200 MOON STATION RD]  
PO BOX 20  
HENDERSON KY 42420

No.: 2021 023463

Date of Issue: 02/26/2021

BRENNTAG MID-SOUTH, INC.

Owner

in consideration of which City of Kennesaw, Georgia, has granted a certificate for carrying  
on the business of

WHOLESALE TRADE - NONBURABLE GOODS

This Certificate Expires On December 31, 2021

Witness my hand and seal with day and year above written

Dorothy La

Clerk

This Certificate is not transferable and is subject to be revoked if abused.

### POST IN A CONSPICUOUS PLACE

### INVOICE FOR TAX CERTIFICATE

REMIT TO:

LICENSE #: 23463

CITY OF KENNESAW  
2529 J.O. STEPHENSON AVE.  
KENNESAW, GEORGIA 30144

TYPE OF LICENSE: WHOLESALE TRADE - NONBURABLE GOODS

BASED ON: CLASS 1 AMOUNT DUE: 0.00

TO:

Volume of 30,000,000.00

BRENNTAG MID-SOUTH INC  
[LOC: 3200 MOON STATION RD]  
PO BOX 20  
HENDERSON KY 42420

**EXHIBIT C**

*Columbus Consolidated Government*

*Pool Chemicals (Annual Contract)*

*RFB No. 21-0025*

*Brenntag Mid-South, Inc.*

*Bid Submission*

**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

March 23, 2021

**Addendum No. 1**

**POOL CHEMICALS**  
**(Annual Contract) RFB No. 21-0025**

**Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to acknowledge receipt of this addendum may render your bid "incomplete".**

**Initials:** \_\_\_\_\_

**Company:** Brenntag Mid-South, Inc.

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: "I see that you have the bid for 720 buckets of 65% Calcium Hypochlorite, is this in 100 lb pails/buckets?"

Answer: Yes. The estimated usage of HTH Granular Chlorine 65% would be 720, 100 lb buckets.

Question: "When would this bid begin and end?"

Answer: The contract is estimated to begin June 2, 2021. The contract term will be for two years with the option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

**Andrea J. McCorvey**  
**Purchasing Division Manager**

**MEMORANDUM**

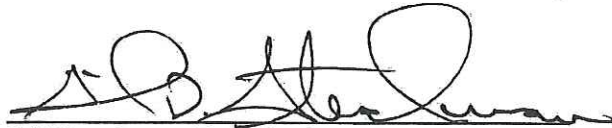
**TO:** To Whom It May Concern

**FROM:** Gil Steadman

**DATE:** January 11, 2021

**SUBJECT:** Authority to Sign

This is to advise that Stephanie Ubach, in her capacity as Municipal Bid Manager, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



Gil Steadman, President

Seal

State of Kentucky  
County of Union ...SST

Subscribed and sworn to before me by Gil Steadman, personally known to me, on this the 18th day of January 2021.



Notary Public

My Commission Expires: 2/8/22

## **ELECTRONIC BID SUBMISSION** **REQUIREMENTS CHECKLIST**

### **POOL CHEMICALS** **(Annual Contract) RFB No. 21-0025**

#### **IMPORTANT NOTICE**

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. Do not enter information in "Supplemental Documents".
2. Zip files with multiple folders will not be accepted. Vendors shall submit one PDF file of proposal.
3. Due to file size limitations, please do not re-send the City's full specifications document as this information is already on file.
4. In the event DemandStar requires a dollar value for your submittal, enter "0".

**Please submit your electronic bid response as indicated below:**  
Scan all pages as one PDF file and submit in "Bidders Response ALL Documents".

- ☒ 1. COMMUNICATION CONCERNING THIS SOLICITATION (Form 1)
- ☒ 2. BID FORM (Form 2)
- ☒ 3. PRICING PAGE (Page 17)
- ☒ 4. MATERIAL SAFETY DATA SHEETS ON PRODUCT OFFERED WITH BID PROPOSAL
- ☒ 5. CONTRACT SIGNATURE PAGE (Form 3)
- ☒ 6. ADDENDA (IF ANY)
- ☒ 7. BUSINESS LICENSE 2021
- ☒ 8. W-9 Rev 2018 ( <https://www.irs.gov/pub/irs-pdf/fw9.pdf> ) (submit Page 1 only)

**NOTE:** After award of contract by Columbus City Council, the awarded vendor will be notified to provide two (2) identical hard copies of submitted bid proposal with original signatures.



## APPENDIX A

# DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at [https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid\\_tabulations.htm](https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm).

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an Electronic Proposal Submission Requirements Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

# FORM 1

## COMMUNICATION CONCERNING THIS SOLICITATION

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.**

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

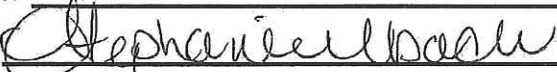
**ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.**

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**I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.**

**Vendor Name:** Brenntag Mid-South, Inc. \_\_\_\_\_

**Print Name of Authorized Agent:** Stephanie Ubach \_\_\_\_\_

**Signature of Authorized Agent:**  \_\_\_\_\_

# FORM 2

## BID FORM

### POOL CHEMICALS (Annual Contract) RFB NO. 21-0025

#### IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR  
ON OR BEFORE April 7, 2021 – 2:30 PM (EST)

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, to exclude *Communications Concerning This Solicitation*. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following check-list to verify the items are included in sealed bid:

☒ Communication Concerning This Solicitation (Form 1)      ☒ Bid Form (Form 2)

☒ Pricing Page (Page 17)      ☒ Material Safety Data Sheets on Product

☒ Contract Signature Page (Form 3)      ☒ Business License      ☒ W-9 Rev 2018

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 SU      Addendum No. 2 \_\_\_\_\_      Addendum No. 3 \_\_\_\_\_

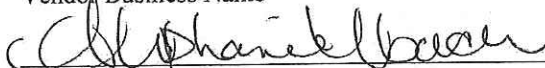
The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government.

Brenntag Mid-South, Inc.

subach@brenntag.com

Vendor Business Name

Email Address

  
Authorized Signature

Stephanie Ubach

Print Name

3/30/21

Date

Please circle and initial if Business is {Minority} or {Woman} Owned: N/A

If certified as a DBE or WBE, list the certifying agency: N/A

Not Minority, Woman or DBE owned (please initial) N/A

\*\*\*COMPLETE ALL PAGES AND RETURN WITH BID\*\*\*

## PRICING PAGE

### POOL CHEMICALS (Annual Contract) RFB 21-0025

DESCRIPTION	ESTIMATED USAGE	BRAND NAME	DELIVERY METHOD	UNIT COST PER GALLON / BUCKET / DRUM	EXTENDED COST
Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15% Chlorine	40,000 Gallons	Sodium Hypochlorite 12.5% item # 841174	Bulk Rate	\$ 1.65g	\$ 66,000.00
HTH Granular Chlorine 65%	720 Buckets	Hi-Clear Calcium Hypochlorite item # 602320	Bucket	\$161.91	\$ 116,575.20
HTH Granular Acid 31.45% 20 Dg	1,000 Gallons	Hydrochloric Acid 20 BE item # 244631	Drums	\$ 2.5142g	\$ 2,514.20
<b>TOTAL ESTIMATED ANNUAL COST</b>					<b>\$ 185,089.40</b>

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**  
0 %

Delivery will be made within 3-5 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

\*\*\*\*\*TOTAL ORDER MIN \$600 TO EACH ADDRESS, PRODUCTS MAY BE COMBINED\*\*\*\*\*

**Minimum Delivery Order in Bulk, Buckets, Drums, Containers:** see above **OR by weight:** see above

**Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.**

Brenntag Mid-South, Inc.

COMPANY NAME  
3200 Moon Station Road

Kennesaw, GA 30144

VENDOR'S STREET ADDRESS PHYSICAL LOCATION  
(P.O. BOXES WILL RENDER BID INCOMPLETE)  
3796 Reliable Parkway

CITY

STATE

ZIP CODE

Chicago, IL 60686-3007

VENDOR'S REMITTANCE OR MAILING ADDRESS  
270-855-0694

CITY

STATE

ZIP CODE

Go green

COMPANY PHONE NUMBER

COMPANY FAX NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

Stephanie Ubach - Municipal Bid Manager

subach@brenntag.com

"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS



## SAFETY DATA SHEET

### 1. Identification

**Other means of identification** None known.  
**Product identifier** **SODIUM HYPOCHLORITE 12.5% NSF**  
**Recommended use** ALL PROPER AND LEGAL PURPOSES  
**Recommended restrictions** None known.

#### Manufacturer/Importer/Supplier/Distributor information

##### Manufacturer

**Company name** Brenntag Mid-South, Inc.  
**Address** 1405 Highway 136, West  
Henderson, KY 42420  
**Telephone** 270-830-1222  
**E-mail** Not available.  
**Emergency phone number** 800-424-9300 CHEMTREC

### 2. Hazard(s) identification

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

#### Label elements



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

### 3. Composition/information on ingredients

#### Mixtures

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

#### 4. First-aid measures

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

#### 5. Fire-fighting measures

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

#### 6. Accidental release measures

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

#### 7. Handling and storage

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

## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)	STEL	2 mg/m3

### Biological limit values

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

### Appropriate engineering controls

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

### Individual protection measures, such as personal protective equipment

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

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

#### Skin protection

**Hand protection** Wear appropriate chemical resistant gloves.

**Other** Wear appropriate chemical resistant clothing.

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

**Thermal hazards** Wear appropriate thermal protective clothing, when necessary.

### General hygiene considerations

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

## 9. Physical and chemical properties

### Appearance

<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid.
<b>Color</b>	CLEAR PALE YELLOW

**Odor** CHLORINE

**Odor threshold** Not available.

**pH** 11.5 - 13.5

**Melting point/freezing point** -3 °F (-19.44 °C)

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

**Flash point** Not available.

**Evaporation rate** Not available.

**Flammability (solid, gas)** Not applicable.

### Upper/lower flammability or explosive limits

**Flammability limit - lower (%)** Not available.

**Flammability limit - upper (%)** Not available.

**Explosive limit - lower (%)** Not available.

**Explosive limit - upper (%)** Not available.

**Vapor pressure** Not available.

**Vapor density** Not available.

**Relative density** Not available.

### Solubility(ies)

**Solubility (water)** Not available.

<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Density</b>	10.06 lbs/gal 1.21 g/ml
<b>Explosive properties</b>	Not explosive.
<b>Oxidizing properties</b>	Not oxidizing.
<b>Percent volatile</b>	87.5 % estimated
<b>Specific gravity</b>	1.21

## 10. Stability and reactivity

<b>Reactivity</b>	Reacts violently with strong acids. This product may react with oxidizing agents.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Conditions to avoid</b>	Contact with incompatible materials. Do not mix with other chemicals.
<b>Incompatible materials</b>	Acids. Oxidizing agents.
<b>Hazardous decomposition products</b>	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

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

### Information on toxicological effects

<b>Acute toxicity</b>	Not known.
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Components	Species	Test Results
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)		
<u>Acute</u>		
Oral		
LD50	Rat	8.91 g/kg
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	Due to partial or complete lack of data the classification is not possible.	
Skin sensitization	Due to partial or complete lack of data the classification is not possible.	
Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.	
Carcinogenicity	Due to partial or complete lack of data the classification is not possible.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Not listed.		
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
Not listed.		
US. National Toxicology Program (NTP) Report on Carcinogens		
Not listed.		

<b>Reproductive toxicity</b>	Due to partial or complete lack of data the classification is not possible.
<b>Specific target organ toxicity - single exposure</b>	Due to partial or complete lack of data the classification is not possible.
<b>Specific target organ toxicity - repeated exposure</b>	Due to partial or complete lack of data the classification is not possible.
<b>Aspiration hazard</b>	Due to partial or complete lack of data the classification is not possible.
<b>Chronic effects</b>	Prolonged inhalation may be harmful.

## 12. Ecological Information

<b>Ecotoxicity</b>	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
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Components	Species	Test Results
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)		
<b>Aquatic</b>		
Fish	LC50 Chinook salmon (Oncorhynchus tshawytscha)	0.038 - 0.065 mg/l, 96 hours
<b>Persistence and degradability</b>	No data is available on the degradability of this product.	
<b>Bioaccumulative potential</b>	No data available.	
<b>Mobility in soil</b>	No data available.	
<b>Other adverse effects</b>	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	D002: Waste Corrosive material [pH <=2 or >=12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

### DOT

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

### IATA

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

## IMDG

**UN number** UN1791  
**UN proper shipping name** HYPOCHLORITE SOLUTIONS MARINE POLLUTANT (SODIUM HYPOCHLORITE) RQ, MARINE POLLUTANT  
**Transport hazard class(es)**  
    **Class** 8  
    **Subsidiary risk** -  
**Packing group** III  
**Environmental hazards**  
    **Marine pollutant** Yes  
**EmS** F-A, S-F  
**Special precautions for user** Read safety instructions, SDS and emergency procedures before handling.

## DOT



## IATA; IMDG



## Marine pollutant



**General information** IMDG Regulated Marine Pollutant.

## 15. Regulatory information

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

### Toxic Substances Control Act (TSCA)

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

Not regulated.

### CERCLA Hazardous Substance List (40 CFR 302.4)

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

### SARA 304 Emergency release notification

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not listed.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical**

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

**SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

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

Not regulated.

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

Not regulated.

**Safe Drinking Water Act (SDWA)**

Not regulated.

**US state regulations**

**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**International Inventories**

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

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

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

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

<b>Issue date</b>	11-11-2016
<b>Revision date</b>	03-18-2021
<b>Version #</b>	46
<b>HMIS® ratings</b>	Health: 3 Flammability: 0 Physical hazard: 0
<b>NFPA ratings</b>	Health: 3 Flammability: 0 Instability: 0

**Disclaimer**

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



## SAFETY DATA SHEET

### SECTION 1 - IDENTIFICATION

**PRODUCT NAME:** HI-CLEAR™, EPA Reg. No. 92704-1

**MAUNUFACTURER:** DODHIA CHEM-TEX PVT. LTD.  
Office No. 1001, 10<sup>th</sup> Floor, Filix Tower, Mumbai – 400078, Maharashtra India

**DISTRIBUTOR:** UNITED MINERAL & CHEMICAL CORPORATION  
160 Chubb Ave, Ste. 206, Lyndhurst, NJ 07071  
Tel: 201-507-3300 ■ Fax: 201-507-1506 ■ E-Mail: inquiry@umccorp.com  
www.umccorp.com

**US D.O.T. / UN NAME:** UN 2880 CALCIUM HYPOCHLORITE, HYDRATED, 5.1, PG II

**RECOMMENDED USES:** WATER TREATMENT

**USE RESTRICTIONS:** MIX ONLY WITH WATER

**EMERGENCY TELEPHONE NOS.:**  
USA – CHEMTREC: 1-800-424-9300  
OUTSIDE USA: +1 703-527-3887  
MEDICAL: POISON CENTER: 1-800-222-1222

### SECTION 2 – HAZARD IDENTIFICATION



#### Hazards Identification

##### Classification of the substance or mixture

- Classification according to REGULATION (EC) No 1272/2008 [CLP/GHS] and U.S. OSHA 1920.1200
- Oxidizing Solids Cat. 2, H272
  - Acute Toxicity (oral) Cat. 4, H302, H336
  - Skin Corrosion Cat. 1B, H314
  - Specific Target Organ Toxicity, single exposure, Cat. 3 (inhalation) – Respiratory System H335
  - Aquatic Toxicity Acute Cat.1, H400

##### Signal Word: Danger

- Symbols: GHS03, GHS05, GHS07, GHS09

##### Hazard phrases

- May intensify fire; oxidizer.
- Harmful if swallowed.
- Causes severe skin burns and eye damage.
- Very toxic to aquatic life.
- May cause respiratory irritation
- May cause drowsiness or dizziness
- Contact with acids liberates toxic gas (EUH 031)
- Warning! Do not use together with other products. May release dangerous gases (chlorine).

##### Precautionary Phrases

- Store locked up / do not store with combustibles / keep out of reach of children / keep container closed.
- Wash hands thoroughly after handling.
- Do not eat, drink, or smoke while using this product.
- Do not breathe dusts or mists. Use only outdoors or in well ventilated area.
- Wear protective gloves/protective clothing/eye protection/face protection.
- Keep away from heat, hot surfaces, open flames, sparks, and other ignition sources.
- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- IF INHALED – remove to fresh air and keep comfortable for breathing.
- IF SWALLOWED: rinse mouth. Do NOT induce vomiting. Call a poison control center or doctor, if victim feels unwell.
- IF ON SKIN (or hair) – remove contaminated clothing. Rinse with water / shower.
- Wash contaminated clothing before re-use.
- IF exposed or concerned: Get medical advice/attention.
- Avoid release to the environment. Collect spillage.

##### Other hazards

- Marine pollutant

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**DISPOSAL:** DISPOSE OF CONTENTS/CONTAINER IN ACCORDANCE WITH ALL LOCAL/ REGIONAL/ NATIONAL/ INTERNATIONAL REGULATIONS.

**OTHER HAZARDS / U.S. - HAZARDS NOT OTHERWISE CLASSIFIED / UN GHS - OTHER HAZARDS WHICH DO NOT RESULT IN CLASSIFICATION:**  
NOTE THE FOLLOWING EFFECTS IF PROCESSING TO A DUST, MIST, OR FUME – MAY IRRITATE THE SKIN, NOSE, THROAT, AND RESPIRATORY SYSTEM.

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### SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS

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CHEMICAL COMPOSITION:	COMPONENTS:	CAS NO.	%
	CALCIUM HYPOCHLORITE	7778-54-3	60-80
	SODIUM CHLORIDE	7647-14-5	10-20
	CALCIUM CHLORIDE	10043-52-4	0-5
	CALCIUM HYDROXIDE	1305-62-0	0-4
	CALCIUM CARBONATE	471-34-1	0-5
	CALCIUM CHLORATE	10137-74-3	0-5
	WATER (AS MOISTURE)	7732-16-5	5.5-10

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### SECTION 4 – FIRST AID MEASURES

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#### FIRST AID/ RESPONSE FIRST AID RESPONDERS SHOULD WEAR PERSONAL PROTECTIVE EQUIPMENT

<b>SKIN :</b>	IF ON SKIN: PROMPTLY WASH OFF WITH SOAP & WATER. REMOVE CONTAMINATED CLOTHING. GET MEDICAL ADVICE/ATTENTION IF IRRITATION OCCURS. WASH CONTAMINATED CLOTHING BEFORE REUSE.
<b>EYES :</b>	IF IN EYES: RINSE CAUTIOUSLY WITH WATER FOR SEVERAL MINUTES. REMOVE CONTACT LENSES, IF PRESENT AND EASY TO DO. CONTINUE RINSING. GET MEDICAL ADVICE/ATTENTION IF IRRITATION OCCURS.
<b>INHALATION :</b>	IF INHALED: REMOVE VICTIM TO FRESH AIR AND KEEP AT REST IN A POSITION COMFORTABLE FOR BREATHING. CALL A POISON CENTER OR DOCTOR/PHYSICIAN IF YOU FEEL UNWELL.
<b>INGESTION :</b>	IF SWALLOWED: RINSE MOUTH WITH WATER, THEN DRINK WATER TO DILUTE. INDUCE VOMITING ONLY UNDER THE DIRECTION OF MEDICAL PERSONNEL. NEVER GIVE ANYTHING BY MOUTH IF THE VICTIM IS UNCONSCIOUS. GET MEDICAL ADVICE/ATTENTION IF INGESTED IN QUANTITY OR IF EXPOSED PERSON FEELS UNWELL.

#### MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND DELAYED

CONTACT WITH EYES MAY CAUSE IRRITATION AND SERIOUS EYE DAMAGE. CONTACT WITH SKIN MAY CAUSE IRRITATION. PROLONGED OR REPEATED OVEREXPOSURE MAY CAUSE DERMATITIS / SKIN SENSITIZATION. INHALATION OF DUST OR PROCESSING FUMES MAY CAUSE RESPIRATORY IRRITATION, MUCOUS SECRETION OR INFLAMMATION.

#### INDICATION OF IMMEDIATE MEDICAL ATTENTION AND SPECIAL TREATMENT NEEDED, IF NECESSARY IF EXPOSED OR CONCERNED: GET MEDICAL ADVICE/ATTENTION

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### SECTION 5 – FIRE FIGHTING MEASURES

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<b>SUITABLE EXTINGUISHING MEDIA :</b>	<b>WATER :</b> (x) <b>FOAM :</b> ( ) <b>CO<sub>2</sub> :</b> ( ) <b>DRY CHEMICAL:</b> ( ) DO NOT USE DRY EXTINGUISHERS CONTAINING AMMONIUM COMPOUNDS, SUCH AS DRY POWDER.
<b>SPECIFIC HAZARDS IN CASE OF FIRE :</b>	SEE SECTION 10. EXPOSURE TO DECOMPOSITION PRODUCTS MAY CAUSE HAZARD TO HEALTH. PRODUCT IS OXIDIZING AND CORROSIVE.
<b>SPECIAL PROTECTIVE EQUIPMENT &amp; PRECAUTION FOR FIRE FIGHTERS:</b>	IN CASE OF FIRE INVOLVING THIS MATERIAL, DO NOT ENTER THE FIRE AREA WITHOUT FULL PROTECTIVE GEAR/EQUIPMENT INCLUDING SELF-CONTAINED BREATHING APPARATUS.

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### SECTION 6 – ACCIDENTAL RELEASE MEASURES

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**PERSONAL PRECAUTIONS:** WEAR FULL PROTECTIVE EQUIPMENT (SEE SECTION 8). KEEP UNPROTECTED PERSONNEL OUT OF THE AREA. KEEP AWAY FROM HIGH HEAT AND ALL SOURCES OF IGNITION. CONTROL DUST CREATION AND CLOUD FORMATION TO PREVENT POSSIBLE DUST/AIR EXPLOSION HAZARD. PROPERLY GROUND ALL HANDLING/PROCESSING EQUIPMENT.

**ENVIRONMENTAL PRECAUTIONS:** AVOID RELEASE TO SEWERS AND THE ENVIRONMENT. DISPOSE OF PROPERLY VIA LICENSED CHEMICAL WASTEHAULER.

**METHODS AND MATERIAL FOR CONTAINMENT AND CLEAN UP:** VACUUM OR SCOOP INTO A PROPERLY LABELED CONTAINER AND SEAL. AVOID GENERATING DUST.

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**SECTION 7 – HANDLING & STORAGE**

**PRECAUTIONS FOR SAFE HANDLING:** AVOID BREATHING DUST AND CONTACT WITH SKIN & EYES. WEAR FULL PROTECTIVE EQUIPMENT (SEE SECTION 8). USE WITH ADEQUATE VENTILATION. AVOID SCATTERING INTO THE AIR. AVOID RELEASE TO THE SEWER SYSTEM. EMPLOY GOOD HOUSEKEEPING TECHNIQUES TO CONTROL DUST BUILD-UP ON EQUIPMENT AND WORK AREA. AVOID DUSTING IN AREAS OF FLAME, SPARKS, & STATIC BUILDUP. PROPERLY GROUND PROCESSING / HANDLING EQUIPMENT. WASH THOROUGHLY AFTER HANDLING.

**CONDITIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES:** STORE IN A SEALED CONTAINER IN A COOL, DRY, WELL-VENTILATED AREA. STORE AWAY FROM OTHER MATERIALS. KEEP ONLY IN ORIGINAL CONTAINERS.

**SECTION 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION****CONTROL PARAMETERS:**

**EXPOSURE LIMITS:** U.S. OSHA PEL: NONE ESTABLISHED FOR PRODUCT  
U.S. ACGIH TLV: Calcium Hydroxide, CAS RN: **1305-62-0** – 5 mg/cubic meter, TWA 8-hr, ACGIH

**APPROPRIATE ENGINEERING CONTROLS:** USE LOCAL / MECHANICAL EXHAUST

**PROTECTIVE ACTION CRITERIA (PAC) REV. 27 – CHEMICALS WITH AEGL'S, ERPG'S, OR TEEL'S (FEB 2012)**  
CAS RN: **7778-54-3**

Name: Calcium hypochlorite; (Calcium oxychloride)

PAC-1 is: 2.8 mg/m3.

PAC-2 is: 31 mg/m3.

PAC-3 is: 170 mg/m3.

Unit: mg/m3 mg/m3.

**PERSONAL PROTECTIVE EQUIPMENT:**

**RESPIRATORY PROTECTION:** IF USING WITHOUT ADEQUATE VENTILATION, USE NIOSH APPROVED RESPIRATOR WITH SUITABLE CARTRIDGES PER OSHA RESPIRATORY STANDARD (20 CFR 1910.134).

**HAND PROTECTION:** USE CHEMICAL RESISTANT GLOVES (RUBBER, PVC)

**EYE PROTECTION:** SAFETY GOGGLES OR GLASSES WITH SIDE SHIELDS OR FULL FACE SHIELD; ACCESS TO AN EYEWASH FOUNTAIN

**OTHER PROTECTIVE EQUIPMENT:** LABCOAT; COVERALLS TO PROTECT SKIN; ACCESS TO A SAFETY DRENCH SHOWER

**SECTION 9- PHYSICAL AND CHEMICAL PROPERTIES**

<b>APPEARANCE:</b>	WHITE GRANULES	<b>FLAMMABLE LIMITS:</b>	LEL:& UEL: (N/A)
<b>ODOR:</b>	CHLORINE-LIKE	<b>VAPOR PRESSURE (mm Hg):</b>	N/A
<b>ODOR THRESHOLD:</b>	N/A	<b>VAPOR DENSITY (AIR=1):</b>	N/A
<b>pH (1% IN WATER):</b>	10-12	<b>RELATIVE DENSITY/SPECIFIC GRAVITY:</b>	1.1 – 1.3 gr/cubic cm
<b>MELTING POINT / FREEZING POINT (°C):</b>	180 C	<b>SOLUBILITY IN WATER (@20°C):</b>	20 gr/L
<b>BOILING POINT (°C):</b>	N/A	<b>PARTITION COEFFICIENT(n-OCTANOL/WATER):</b>	NO DATA AVAILABLE
<b>FLASH POINT (°F):</b>	N/A	<b>AUTO IGNITION TEMP. (°C):</b>	N/A
<b>EVAPORATION RATE:</b>	NO DATA AVAILABLE	<b>DECOMPOSITION TEMP.:</b>	180 C
<b>FLAMMABILITY:</b>	NO DATA AVAILABLE	<b>VISCOSITY:</b>	N/A

**SECTION 10 – STABILITY AND REACTIVITY**

**CHEMICAL STABILITY:** STABLE WHEN STORED IN SEALED PACKAGE UNDER RECOMMENDED STORAGE CONDITIONS

**POSSIBILITY OF HAZARDOUS REACTIONS:** STRONG OXIDIZING AGENT. DO NOT MIX WITH OTHER SUBSTANCES. MAY RELEASE DANGEROUS BYPRODUCTS, SUCH AS CHLORINE GAS.

**CONDITIONS TO AVOID:** DO NOT HEAT ABOVE 180 C. OVERHEATING MAY CAUSE AN EXPLOSION. OVERHEATING CAUSES EXOTHERMIC REACTION. AVOID CONTACT WITH INCOMPATIBLES AND HIGH HEAT DUST IN VICINITY OF IGNITION SOURCES, ELECTRICAL OR SPARK GENERATING EQUIPMENT

**INCOMPATIBLE MATERIALS:** ACIDS, ALKALIS, COMBUSTIBLE MATERIALS, FOODSTUFFS, REDUCING AGENTS, MOISTURE, ALUMINUM, ZINC, COPPER, TIN.

**HAZARDOUS DECOMPOSITION PRODUCTS:** CONTACT WITH WATER MAY GENERATE EXPLOSIVE GASES. CONTACT WITH ACID GENERATES TOXIC GAS INCLUDING CHLORINE.

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**SECTION 11 – TOXICOLOGICAL INFORMATION****POTENTIAL HEALTH EFFECTS:**

**ROUTES OF EXPOSURE :** SKIN, EYES, INHALATION, INGESTION  
**SKIN, EYES, INHALATION, INGESTION :** CONTACT WITH EYES CAUSES SEVERE IRRITATION. CONTACT WITH SKIN CAUSES SEVERE IRRITATION AND BLISTERING. INHALATION OF DUST OR PROCESSING FUMES MAY CAUSE RESPIRATORY IRRITATION, MUCOUS SECRETION OR INFLAMMATION. INGESTION CAN CAUSE DAMAGE TO DIGESTIVE SYSTEM.

**CHRONIC:** NONE KNOWN. IN SOME INDIVIDUALS PRONE TO SENSITIVITIES, PROLONGED OR REPEATED OVEREXPOSURE MAY CAUSE RESPIRATORY SENSITIZATION.

**ACUTE TOXICITY :** LD50 (ORAL, RAT) 790-1260 MG/KG, (DERMAL, RAT) >2000 MG/KG  
 LC50 (INHALATION, RAT) 1 hr, 2.04 mg/L, 4 hr, 0.51 mg/L

**SKIN CORROSION / IRRITATION :** CAUSES BURNING SENSATION  
**SERIOUS EYE DAMAGE / IRRITATION :** EYES (RABBIT) - CORROSIVE  
**RESPIRATORY OR SKIN SENSITIZATION :** CAUSES BURNING SENSATION AND DAMAGE TO MUCOUS MEMBRANES.  
**GERM CELL MUTAGENICITY :** AMES TEST – negative. CHROMOSOMAL ABERRATION TEST - negative  
**CARCINOGENICITY :** U.S. LISTED CARCINOGEN: NONE (X) OSHA () NTP () IARC () OTHER ()  
**REPRODUCTIVE TOXICITY :** NO TEST DATA AVAILABLE  
**SPECIFIC TARGET ORGAN TOXICITY :** Respiratory System – may cause irritation.  
**ASPIRATION HAZARD :** NO DATA AVAILABLE  
**INTERACTIVE EFFECTS:** MAY AGGRAVATE COLDS, RESPIRATORY ALLERGIES, SKIN DISORDERS

**SECTION 12 – ECOLOGICAL INFORMATION**

**ECOTOXICITY :** AVOID RELEASE TO THE ENVIRONMENT AS THIS PRODUCT IS MARINE POLLUTANT. HIGHLY TOXIC TO FISH AND MARINE ORGANISMS.  
 LC 50 (BLUEGILL FISH) 0.088 MG/L (96 HR), (RAINBOW TROUT) 0.16 MG/L (96 HR)  
 LC 50 (DAPHNIA MAGNA) 0.11 MG/L (48 HR)

**TOXICITY - AQUATIC :** MARINE POLLUTANT  
**TOXICITY TO DAPHNIA :** MARINE POLLUTANT  
**TOXICITY - TERRESTIAL :** NO TEST DATA AVAILABLE  
**PERSISTENCE & DEGRADABILITY:** NO TEST DATA AVAILABLE  
**BIOACCUMULATIVE POTENTIAL :** NO TEST DATA AVAILABLE  
**MOBILITY IN SOIL :** MARINE POLLUTANT  
**OTHER ADVERSE EFFECTS :** NO DATA AVAILABLE

**SECTION 13 – DISPOSAL CONSIDERATIONS****DISPOSAL METHODS:**

DISPOSE OF CONTENTS / CONTAINER IN ACCORDANCE WITH LOCAL, REGIONAL, NATIONAL, INTERNATIONAL REGULATIONS.  
 DISPOSE OF IN SEALED CONTAINERS, USING A LICENSED CHEMICAL WASTE HAULER. DO NOT REUSE EMPTY CONTAINERS.

**SECTION 14 – TRANSPORT INFORMATION**

**BY ROAD OR RAIL - U.S. D.O.T. REGULATED:** YES (X) NO () **RQ: (10 lbs)**

IF REGULATED, UN PROPER SHIPPING NAME: CALCIUM HYPOCHLORITE, HYDRATED MIXTURES

HAZARD CLASS: ()

UN IDENTIFICATION NO.: (UN 2880, 5.1, II)

U.S. MARINE POLLUTANT: YES (X) NO ()

EMERGENCY RESPONSE GUIDE NO.: (140)

PACKING GROUP: (II)

SEVERE U.S. MARINE POLLUTANT:

LABEL REQUIRED: (X)

YES () NO (X)



BY SEA - IMDG REGULATED: YES (X)

NO ()

BY AIR - IATA REGULATED: YES (X)

NO ()

Hazard Class: 5.1  
 DOT Identification: UN 2880  
 Packing Group: II  
 Hazard Label: 5.1  
 Special Requirements: 165, IB8, IP2, IP4, IP13, W9  
 Exceptions: 152  
 Non-Bulk Requirements: 212  
 Bulk Requirements: 240  
 Max. Passgr. Air/Rail: 5 kg  
 Max. Cargo Only Air/Rail: 25 kg  
 Stowage: D  
 Other Requirements: 4, 25, 52, 56, 58, 69, 142

**SPECIAL PRECAUTIONS:** READ SDS BEFORE HANDLING

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**SECTION 15 – REGULATORY INFORMATION**

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U.S. TSCA: WE CERTIFY THAT ALL COMPONENTS OF THIS PRODUCT ARE TSCA LISTED

U.S. SARA TITLE III, SECT. 313 :	LISTED ( )	NOT LISTED (X)	
U.S. RCRA HAZARDOUS WASTE :	NO (X)	YES ( )	RCRA # : ( )
U.S. CERCLA :	NO ( )	YES (X)	RQ (10 LB)
U.S. CALIFORNIA PROPOSITION 65 LISTED :		YES ( )	NO (X)

HMIS: HEALTH (3) FLAMMABILITY (0) REACTIVITY (1)

**FIFRA STATEMENT**

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under Federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

**PRECAUTIONARY STATEMENTS****Hazards to Humans and Domestic Animals**

**DANGER:** Corrosive. Causes irreversible eye damage and skin burns. Fatal if swallowed or absorbed through skin. Do not get in eyes, on skin or on clothing. Wear long-sleeved shirt, long pants, goggles or face shield and rubber gloves when handling this product. Irritating to nose and throat. Avoid breathing dust. Thoroughly wash with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse.

**Environmental Hazards**

This product is toxic to fish and aquatic organisms. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or public waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System ("NPDES") permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this

product into sewer systems without previously notifying the sewage treatment plant authority. For guidance, contact your State Water Board or the Regional Office of the U.S. EPA.

**Physical or Chemical Hazards**

**Strong Oxidizing Agent.** Mix only with water. Add product to water; **do not** add water to product. Use clean, dry utensils. Do not add this product to any dispensing device containing remnants of any other product; such use may cause a violent reaction leading to fire or explosion. Contamination with moisture, organic matter or other chemicals will start a chemical reaction and generate heat, chlorine gas and possible fire and explosion. In case of contamination or decomposition, do not reseal container. If possible, isolate container in open air or well ventilated area then flood area with large volumes of water if necessary.

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**SECTION 16 – OTHER INFORMATION**

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REVISION DATE: JUNE 1, 2018

PREPARED BY: EHSA COORDINATOR / UNITED MINERAL &amp; CHEMICAL CORP.

**ABBREVIATIONS / ACRONYMS:**

N/A=NOT APPLICABLE; LEL=LOWER EXPLOSION LIMIT; UEL=UPPER EXPLOSION LIMIT;  
PEL=PERMISSIBLE EXPOSURE LIMIT; STEL=SHORT TERM EXPOSURE LIMIT; TLV=THRESHOLD LIMIT  
VALUE; TWA=TIME WEIGHTED AVERAGE OVER 8 HOUR WORKDAY; LD<sub>50</sub> OR LC<sub>50</sub>=LETHAL DOSE OR  
LETHAL CONCENTRATION THAT KILLS 50% OF DOSED GROUP; mg=MILLIGRAM; g=GRAM;  
kg=KILOGRAM; PPM=PARTS PER MILLION; m=METER; LOAEL=LOWEST OBSERVED ADVERSE  
EFFECT LEVEL; C.I.=COLOUR INDEX

IN ACCORDANCE WITH GOOD PRACTICES OF PERSONAL HYGIENE, HANDLE WITH DUE CARE AND AVOID ANY UNNECESSARY CONTACT WITH THIS PRODUCT. USE RECOMMENDED PERSONAL PROTECTION WHEN HANDLING (SEE SECTION 8).

THIS INFORMATION IS BEING SUPPLIED TO YOU UNDER OSHA "RIGHT TO KNOW" REGULATION 29 CFR 1910.1200 AND IS OFFERED IN GOOD FAITH AS TYPICAL VALUES AND NOT AS PRODUCT SPECIFICATION. THE INFORMATION IS BELIEVED TO BE TRUE AND ACCURATE. NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ACCURACY OF THIS DATA, THE HAZARD CONNECTED WITH USE OF THE MATERIAL, OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, IS MADE. UNITED MINERAL & CHEMICAL CORPORATION AND ITS SUPPLIERS ASSUME NO RESPONSIBILITY FOR DAMAGE OR INJURY FROM THE USE OF THE PRODUCT DESCRIBED HEREIN.

UNITED MINERAL & CHEMICAL CORPORATION

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# SAFETY DATA SHEET

## 1. Identification

Other means of identification None known.  
 Product identifier **HYDROCHLORIC ACID 20 BE**  
 Recommended use ALL PROPER AND LEGAL PURPOSES  
 Recommended restrictions None known.

### Manufacturer/Importer/Supplier/Distributor information

#### Manufacturer

Company name Brenntag Mid-South, Inc.  
 Address 1405 Highway 136, West  
 Henderson, KY 42420  
 Telephone 270-830-1222  
 E-mail Not available.  
 Emergency phone number 800-424-9300 CHEMTREC

## 2. Hazard(s) identification

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

#### Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

#### Precautionary statement

**Prevention** Do not breathe mist/vapors. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.

**Response** If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

**Storage** Store in a well-ventilated place. Keep container tightly closed. Store locked up.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations.

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

Supplemental information 68.5% of the mixture consists of component(s) of unknown acute inhalation toxicity.

## 3. Composition/information on ingredients

### Mixtures

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

#### 4. First-aid measures

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

#### 5. Fire-fighting measures

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

#### 6. Accidental release measures

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

#### 7. Handling and storage

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

## 8. Exposure controls/personal protection

### Occupational exposure limits

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

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

#### US. ACGIH Threshold Limit Values

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

#### US. NIOSH: Pocket Guide to Chemical Hazards

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

### Biological limit values

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

### Appropriate engineering controls

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

### Individual protection measures, such as personal protective equipment

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

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

### Skin protection

#### Hand protection

Wear appropriate chemical resistant gloves.

#### Other

Wear appropriate chemical resistant clothing.

### Respiratory protection

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

### Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

### General hygiene considerations

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

## 9. Physical and chemical properties

### Appearance

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

### Odor

PUNGENT

### Odor threshold

Not available.

### pH

1

### Melting point/freezing point

-63 °F (-52.78 °C)

### Initial boiling point and boiling range

107.08 °F (41.71 °C) estimated

### Flash point

Not available.

### Evaporation rate

Not available.

### Flammability (solid, gas)

Not applicable.

**Upper/lower flammability or explosive limits**

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

**10. Stability and reactivity**

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

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

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

**Information on toxicological effects**

<b>Acute toxicity</b>	Not known.
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<b>Components</b>	<b>Species</b>	<b>Test Results</b>
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HYDROCHLORIC ACID (CAS 7647-01-0)

**Acute****Dermal**

LD50                      Mouse                      1449 mg/kg

**Inhalation**

LC50                      Mouse                      1108 ppm, 1 Hours

Components	Species	Test Results
	Rat	3124 ppm, 1 Hours 2810 ppm, 1 Hours 1405 ppm, 4 Hours
Oral LD50	Rabbit	900 mg/kg
Other LD50	Mouse	1449 mg/kg
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Respiratory or skin sensitization		
Respiratory sensitization	Due to partial or complete lack of data the classification is not possible.	
Skin sensitization	Due to partial or complete lack of data the classification is not possible.	
Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.	
Carcinogenicity	Due to partial or complete lack of data the classification is not possible.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
HYDROCHLORIC ACID (CAS 7647-01-0)		3 Not classifiable as to carcinogenicity to humans.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
Not listed.		
US. National Toxicology Program (NTP) Report on Carcinogens		
Not listed.		
Reproductive toxicity	Due to partial or complete lack of data the classification is not possible.	
Specific target organ toxicity - single exposure	May cause respiratory irritation.	
Specific target organ toxicity - repeated exposure	Due to partial or complete lack of data the classification is not possible.	
Aspiration hazard	Due to partial or complete lack of data the classification is not possible.	
Chronic effects	Prolonged inhalation may be harmful.	

## 12. Ecological information

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

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

# **Contaminated packaging**

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

## **14. Transport information**

### **DOT**

**UN number** UN1789  
**UN proper shipping name** HYDROCHLORIC ACID  
**Transport hazard class(es)**

**Class** 8

**Subsidiary risk** -

**Packing group** II

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

**ERG number** 157

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

### **DOT**



### **General information**

IMDG Regulated Marine Pollutant.

## **15. Regulatory information**

### **US federal regulations**

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

#### **Toxic Substances Control Act (TSCA)**

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

Not regulated.

#### **CERCLA Hazardous Substance List (40 CFR 302.4)**

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

#### **SARA 304 Emergency release notification**

HYDROGEN CHLORIDE (CAS 7647-01-0) 5000 LBS

#### **OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not listed.

### **Superfund Amendments and Reauthorization Act of 1986 (SARA)**

#### **SARA 302 Extremely hazardous substance**

Chemical name	CAS number	Reportable quantity (pounds)	Threshold planning quantity (pounds)	Threshold planning quantity, lower value (pounds)	Threshold planning quantity, upper value (pounds)
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HYDROCHLORIC ACID	7647-01-0	5000	500		
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#### **SARA 311/312 Hazardous chemical**

Yes

##### **Classified hazard categories**

Skin corrosion or irritation  
 Serious eye damage or eye irritation  
 Specific target organ toxicity (single or repeated exposure)

#### **SARA 313 (TRI reporting)**

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

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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

HYDROCHLORIC ACID (CAS 7647-01-0)

**Safe Drinking Water Act** Not regulated.  
(SDWA)**Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number**

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

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

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

**DEA Exempt Chemical Mixtures Code Number**

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

**US state regulations****California Proposition 65**California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).**US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))**

HYDROCHLORIC ACID (CAS 7647-01-0)

**International Inventories**

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

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

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

**16. Other Information, including date of preparation or last revision**

<b>Issue date</b>	06-25-2015
<b>Revision date</b>	10-21-2020
<b>Version #</b>	38
<b>HMIS® ratings</b>	Health: 3 Flammability: 0 Physical hazard: 0
<b>NFPA ratings</b>	Health: 3 Flammability: 0 Instability: 1

**Disclaimer**

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

**EXHIBIT B**

*Columbus Consolidated Government*

*Pool Chemicals (Annual Contract)*

*RFB No. 21-0025*

*Request for Bids*

**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
BidLine 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

March 23, 2021

**Addendum No. 1**

**POOL CHEMICALS**  
**(Annual Contract) RFB No. 21-0025**

**Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to acknowledge receipt of this addendum may render your bid "incomplete".**

**Initials: \_\_\_\_\_ Company: \_\_\_\_\_**

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: "I see that you have the bid for 720 buckets of 65% Calcium Hypochlorite, is this in 100 lb pails/buckets?"

Answer: Yes. The estimated usage of HTH Granular Chlorine 65% would be 720, 100 lb buckets.

Question: "When would this bid begin and end?"

Answer: The contract is estimated to begin June 2, 2021. The contract term will be for two years with the option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

**Andrea J. McCorvey**  
**Purchasing Division Manager**

**COLUMBUS CONSOLIDATED GOVERNMENT**  
Georgia's First Consolidated Government



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, COLUMBUS, GEORGIA 31901  
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
[www.columbusga.org](http://www.columbusga.org)

**Date: March 5, 2021**

<p align="center">REQUEST FOR BIDS:</p> <p><b>RFB No: 21-0025</b></p>	<p>Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:</p> <p align="center"><b>POOL CHEMICALS (Annual Contract)</b></p>
<p align="center">GENERAL SCOPE</p>	<p>Columbus Consolidated Government (the City) is requesting bids from qualified vendors to provide water treatment chemicals to be used in the City's swimming pools on an "as needed" basis to be utilized by the Parks and Recreation Department. The contract term will be for two years with the option to renew for three additional twelve-month periods.</p>
<p align="center">DUE DATE</p>	<p align="center"><b>APRIL 7, 2021 - 2:30 PM (Eastern)</b></p> <p>Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. <i>Responding vendors are not required, but are invited to attend the opening.</i></p> <p>If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# <a href="#">Find a local number</a>   <a href="#">Reset PIN</a> . <b>Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.</b></p>
<p align="center"><b>BID SUBMISSION REQUIREMENTS</b></p>	<p>Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. <b>Effective Immediately, bid responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.</b></p>
<p align="center">ADDENDA</p>	<p align="center"><b><u>IMPORTANT INFORMATION</u></b></p> <p>Any and all addenda will be posted on the Purchasing Division's web page, at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a>. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.</p>
<p align="center">"NO BID" RESPONSE</p>	<p>Refer to the form on <b>page 3</b> if you are not interested in this invitation.</p>



**Andrea J. McCorvey**  
**Purchasing Division Manager**

# **IMPORTANT INFORMATION**

## **e-Notification**

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

**Telephone:** 404-657-6000

**Fax:** 404-657-8444

**Email:** [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)

## STATEMENT OF "NO BID"

**Complete and return this form immediately if you do not intend to Bid:**

**Email:** bidopportunities@columbusga.org  
**Fax:** (706) 225-3033 **Attn:** Patti Postorino, Buyer  
**Mail:** Columbus Consolidated Government  
Purchasing Division  
P. O. Box 1340  
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB No. 21-0025 for Pool Chemicals (Annual Contract)** for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- ☐ There is insufficient time to respond to the Request for Bids.
- ☐ We do not offer this product or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below)

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**AGENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

# GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

**1. TERM "CITY".** The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.

**2. PREPARATION OF FORM.** Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.

**3. EXECUTION OF THE BID PROPOSAL.** Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.

**4. BID SUBMISSION. Bids must be submitted in a sealed envelope or package.** The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.

**5. BID DUE DATE.** The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.

**6. BID OPENING.** The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent a draft tabulation and may include incorrect price extensions or transcription errors and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. **In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.**

**7. LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.

**8. RECEIPT OF ONE SEALED BID.** In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

**If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness.** The single bid will be evaluated by the using agency for award recommendation.

**9. RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If feasible, divide the award equally among the bidders.
5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

**10. RECEIPT OF MULTIPLE BIDS.** Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more

than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

**11. CONDITIONS AND PACKAGING.** Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

**12. FREIGHT/SHIPPING/HANDLING CHARGES.** All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.

**13. CORRECTIONS OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS.** Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Officer.

**14. ADDENDA AND INTERPRETATIONS.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

**15. BID EVALUATION AND AWARD.** During the evaluation of bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses. Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.

**16. TIME FOR CONSIDERATION.** Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.

**17. BID SECURITY AND PERFORMANCE BOND.** Bid security (Bid Bond) shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Officer to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on construction contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Division the identical original document within five (5) days after the bid opening. **If the original document is not received within the five (5) days, the bid will not be considered.**

When a construction contract is awarded in excess of \$25,000 the successful bidder will be required to furnish a **Performance Bond** executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the price specified in the bid.

**18. SUBCONTRACTING.** Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

**19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS.** Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

- (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- (B) Any irregularities contrary to the General Provisions or bid specifications.
- (C) Unbalanced unit price or extensions.
- (D) Unbalanced value of items.
- (E) Failure to use the proper forms furnished by the Consolidated Government.
- (F) Failure to complete the proposal properly
- (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be

- included with bid proposal.  
(H) Failure to properly sign forms in ink.

**The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all bids.**

**20. BRAND NAMES "OR EQUAL".** Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

**21. ASSIGNMENT OF CONTRACTUAL RIGHTS.** It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

**22. DISCOUNTS.** Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

**23. TAXES.** The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

**24. FEDERAL, STATE AND LOCAL LAWS.** All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.

**25. BID INCLUSIONS.** When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

**26. NON-COLLUSION.** By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.

**27. INDEMNITY.** The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

**28. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

**29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE.** The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

**30. AWARDS TO LOCAL BUSINESSES.** Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

**31. RIGHT TO PROTEST.**

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

**32. FAILURE TO QUOTE.** Vendors choosing not to submit a bid are requested to return a **Statement of "No Bid"**.

**33. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT.** During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

**34. CANCELLATION PROVISIONS.** An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

**35. QUESTIONS:** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.

**36. SAMPLES:** When samples are required to be included with the proposal response, the bidder will be responsible for the following:

- 1) **Unless otherwise specified,** bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
- 2) Affix an identification label to each individual sample to include bidder's name, bid name and number.
- 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.

**37. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

**38. PAYMENT DEDUCTIONS:** The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

**39. PAYMENT TERMS:** The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

**40. FINAL CONTRACT DOCUMENTS:** If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

#### **NOTICE TO VENDORS**

**Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.**

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

**Sec. 2-3.06. - Same—By members of boards, authorities, commissions.**

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

## **DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?**

**COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.**

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

# QUESTION/CLARIFICATION FORM

DATE: \_\_\_\_\_

TO: Patti Postorino, Buyer  
Email [BidOpportunities@ColumbusGA.org](mailto:BidOpportunities@ColumbusGA.org) or  
Fax 706-225-3033

RE: RFB No. 21-0025; Pool Chemicals (Annual Contract)

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***Questions/clarification requests must be submitted at least five (5) business days  
before the due date:***

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From: \_\_\_\_\_

Company Name	Website		
Representative	Email Address		
Complete Address	City	State	Zip
Telephone Number	Fax Number		

# **GENERAL SPECIFICATIONS**

## **POOL CHEMICALS (Annual Contract) RFB No. 21-0025**

### **I. SCOPE**

A. These specifications describe minimum requirements for Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15%, HTH Granular Chlorine 65%, Hydrochloric Acid 31.45% 20 Dg to be purchased on an "as needed" basis. The quantities specified are based on an estimated usage. The City may purchase some, all, more or none of the items. *The City reserves the right to add additional related items during the term of the contract.*

B. The contracted vendor will deliver pool chemicals to the following pool sites:

<b>Pool Site Name</b>	<b>Address</b>	<b>Gallon Tank Size</b>
Columbus Aquatic Center	1600 Midtown Road Columbus, GA 31906	1,200
Rigdon Park Pool	1600 Howe Avenue Columbus, GA 31903	1,000
Double Churches Pool	2300 Double Churches Road Columbus, GA 31904	1,000
Shirley Winston Pool	5025 Stream Mill Road Columbus, GA 31907	1,000
Psalmound Road Pool	6550 Psalmound Road Columbus, GA 31909	1,000

**\*Delivery must be made within seven (7) days after receipt of order.**

**\*Delivery of pool chemicals must be from the contracted vendor and not a third party.**

### **II. TERM OF CONTRACT**

A. The term of contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Division Director, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval has been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

#### **B. Termination for Convenience**

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

### III. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases).

***Request for price increases, without documentation, shall not be considered.*** Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

### IV. QUESTIONS / ADDENDA

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 9 & 10). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at

[https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm).

**It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**

### V. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

### VI. BID SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice.

**Effective Immediately, bid responses must be submitted via DemandStar.**

**See Appendix A for *Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.***

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. The City reserves the right to request any omitted information, **to exclude *Communications Concerning This Solicitation, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE***. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed **"Incomplete"**:

- A. **Communication Concerning This Solicitation** (Form 1)
- B. **Bid Form** (Form 2)
- C. **Pricing Page** (Page 17)
- D. **Material Safety Data Sheet** on product offered with bid proposal.
- E. **Contract Signature Page** (Form 3)
- F. **Addenda**: Vendors must include acknowledgment of receipt of addenda (**if any**) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm)

***Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.***

- G. **Business License**: Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091.

- H. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification**:  
( <https://www.irs.gov/pub/irs-pdf/fw9.pdf> )

## **VII. AWARD / ORDERING / DELIVERY / INVOICE**

- A. **Award**: This bid shall be awarded by individual line item or by total contract value. The Consolidated Government of Columbus shall be the judge of the factors and will make the award in the best interest of the City. The City reserves the right to reject any/or all bids. Should the successful bidder not be able to supply the required item(s), the City reserves the right to purchase from other sources.
- B. **Ordering**: The items will be procured on an "as needed" basis by phone. It is the Vendor's responsibility to notify the City, at the time an order is placed, if delivery cannot be met in the specified time.
- C. **Delivery**: Deliveries shall be made to the applicable address indicated during phone order. All orders must be delivered **no later than seven (7) days** after receipt of phone order. It will be the responsibility of the Vendor(s) to deliver orders as specified to the address given at the time orders are placed. Inability to make delivery within specified time will authorize the City to purchase from other sources.

**All shipping, delivery, and/or freight charges must be included in the unit cost. The Columbus Consolidated Government will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees.**

- D. Invoices: After receipt of goods/services and upon satisfactory delivery, the successful vendor shall forward itemized invoice(s) to the following address:

Columbus Consolidated Government  
Accounting Division – Accounts Payable  
P. O. Box 1340  
Columbus, Georgia 31902-1340

The invoice(s) shall reference the bid number (RFB No. 21-0025) and/or purchase order number.

### **VIII. TERMINATION OF CONTRACT**

**Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**Compensation:** Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

**Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

# FORM 1

## COMMUNICATION CONCERNING THIS SOLICITATION

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.**

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

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**I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.**

**Vendor Name:** \_\_\_\_\_

**Print Name of Authorized Agent:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

**BID FORM**

**POOL CHEMICALS  
(Annual Contract)  
RFB NO. 21-0025**

**IMPORTANT INFORMATION:**

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR  
ON OR BEFORE April 7, 2021 – 2:30 PM (EST)

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, to exclude *Communications Concerning This Solicitation*. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following check-list to verify the items are included in sealed bid:

- ☐ Communication Concerning This Solicitation (Form 1)      ☐ Bid Form (Form 2)
- ☐ Pricing Page (Page 17)      ☐ Material Safety Data Sheets on Product
- ☐ Contract Signature Page (Form 3)      ☐ Business License      ☐ W-9 Rev 2018

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government.

Vendor Business Name \_\_\_\_\_ Email Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Please circle and initial if Business is {Minority} or {Woman} Owned: \_\_\_\_\_

If certified as a DBE or WBE, list the certifying agency: \_\_\_\_\_

Not Minority, Woman or DBE owned (please initial) \_\_\_\_\_

**\*\*\*COMPLETE ALL PAGES AND RETURN WITH BID\*\*\***

## PRICING PAGE

### POOL CHEMICALS (Annual Contract) RFB 21-0025

DESCRIPTION	ESTIMATED USAGE	BRAND NAME	DELIVERY METHOD	UNIT COST PER GALLON / BUCKET / DRUM	EXTENDED COST
Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15% Chlorine	40,000 Gallons		Bulk Rate	\$	\$
HTH Granular Chlorine 65%	720 Buckets		Bucket	\$	\$
HTH Granular Acid 31.45% 20 Dg	1,000 Gallons		Drums	\$	\$
<b>TOTAL ESTIMATED ANNUAL COST</b>					<b>\$</b>

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**  
\_\_\_\_\_ %

Delivery will be made within \_\_\_\_\_ days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

**Minimum Delivery Order in Bulk, Buckets, Drums, Containers:** \_\_\_\_\_ **OR by weight:** \_\_\_\_\_

**Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S STREET ADDRESS PHYSICAL LOCATION      CITY      STATE      ZIP CODE  
(P.O. BOXES WILL RENDER BID INCOMPLETE)

\_\_\_\_\_  
VENDOR'S REMITTANCE OR MAILING ADDRESS      CITY      STATE      ZIP CODE

\_\_\_\_\_  
COMPANY PHONE NUMBER      COMPANY FAX NUMBER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE      DATE OF SIGNATURE

\_\_\_\_\_  
"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE      EMAIL ADDRESS

# FORM 3

## **CONTRACT SIGNATURE PAGE** **POOL CHEMICALS (Annual Contract)** **RFB No. 21-0025**

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

\_\_\_\_\_  
Witness as to the signing of the contract

\_\_\_\_\_  
Signature of Authorized Representative    Date

\_\_\_\_\_  
Witness as to the signing of the contract

\_\_\_\_\_  
Print Name and Title of Signatory

(Corporate seal, if applicable)

\_\_\_\_\_  
Company Name

### ***Company Ordering Address***

### ***Company Payment Address***

\_\_\_\_\_  
Contact \_\_\_\_\_

\_\_\_\_\_  
Contact \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Telephone \_\_\_\_\_

\_\_\_\_\_  
Telephone \_\_\_\_\_

\_\_\_\_\_  
Fax \_\_\_\_\_

\_\_\_\_\_  
Fax \_\_\_\_\_

### **CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Isaiah Hugley, City Manager

\_\_\_\_\_  
Clifton C. Fay, City Attorney

**ATTEST:**

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

## APPENDIX A

# DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at [https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid\\_tabulations.htm](https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm).

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an Electronic Proposal Submission Requirements Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

# **ELECTRONIC BID SUBMISSION** **REQUIREMENTS CHECKLIST**

## **POOL CHEMICALS** **(Annual Contract) RFB No. 21-0025**

### **IMPORTANT NOTICE**

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. Do not enter information in "Supplemental Documents".
2. Zip files with multiple folders will not be accepted. Vendors shall submit one PDF file of proposal.
3. Due to file size limitations, please do not re-send the City's full specifications document as this information is already on file.
4. In the event DemandStar requires a dollar value for your submittal, enter "0".

**Please submit your electronic bid response as indicated below:**

Scan all pages as one PDF file and submit in "Bidders Response ALL Documents".

- \_\_\_ 1. COMMUNICATION CONCERNING THIS SOLICITATION (Form 1)
- \_\_\_ 2. BID FORM (Form 2)
- \_\_\_ 3. PRICING PAGE (Page 17)
- \_\_\_ 4. MATERIAL SAFETY DATA SHEETS ON PRODUCT OFFERED WITH BID PROPOSAL
- \_\_\_ 5. CONTRACT SIGNATURE PAGE (Form 3)
- \_\_\_ 6. ADDENDA (IF ANY)
- \_\_\_ 7. BUSINESS LICENSE 2021
- \_\_\_ 8. W-9 Rev 2018 ( <https://www.irs.gov/pub/irs-pdf/fw9.pdf> ) (submit Page 1 only)

**NOTE:** After award of contract by Columbus City Council, the awarded vendor will be notified to provide two (2) identical hard copies of submitted bid proposal with original signatures.



# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next



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206.940.0305

## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

☐ City of Metropolis – Board of Commissioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

## 3 CHECK OUT

Check out with your **FREE AGENCY**  
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen Metropolis Technical College as your free agency.  
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



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206.940.0305

# Responding to an Electronic Bid

5 Step Instructions

## Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



## Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

FESTIVAL		Festival	
BIO Details:			
Agency Name	Agency ID		
Bio Website	Agency ID 2		
Bio ID	Agency ID 3		
Bio Title	Agency ID 4		
Business Unit	Agency ID 5		
Event Name	Agency ID 6		
Event Date	Agency ID 7		
Event	Agency ID 8		
Bio Email	Agency ID 9		
Scope of Work			
Agency ID 10			
Documents			
Filename	Type	Initials/Ref	Status
File	Document	File Name	Uploaded
Detailed Description			
Description			
File Location			
2. Booking			
Confirmed by			
Event Name/Ref			
Event Location			
Event Estimated Budget			
Event Description			
Event Date			
Event Time			
Event Location			
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### Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

If there is not a total bid amount in your submission, please put "0"

Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"

	Dashboard	Mails	Orders	Catalog Items	Manage Bids	Responses	E-Bidder Galleries
Home > Mail > E-BIDDER > My E-Bid Responses							<a href="#">New E-Bidder List</a>   <a href="#">Add New E-Bidder</a>   <a href="#">E-Bidder Details</a>

### Bid Details

Agency Name	agency 2.0
Bid Number	1350-022989-0-2010-00
Bid Due Date	06/01/2010 (PST)
Bid Opening	2:00 PM, Wednesday, 06/01/2010, LA location Biddinging
Bid Amount	\$757300

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name

Address 1

Address 2

City

Country  State/Province

County  Postal Code

Phone Number  Extension

Bid Amount  Alternate Bid Amount

Note:  
For the full & secure contract

## Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

**NOTE: Do not enter information using the "Supplemental Documents" function.**

*Due to file size limitations, please **do not** include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.*

**BEST PRACTICE TIP:** In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm).

The screenshot shows the DEMANDSTAR E-Bid Response interface. On the left, the 'Bid Details' section contains information about the bid, including the Agency Name, Bid Number, Bid Due Date, Bid Opening, and Bid Name. The 'E-Bid Response' section on the right has a 'Required Documents' list with various documents to be uploaded. A large arrow points from the 'Upload Complete File' button to the 'Required Documents' section. Another arrow points from the 'Supplemental Documents' section to the right, with the text 'DO NOT USE SUPPLEMENTAL DOCUMENTS'.

## Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot shows the DEMANDSTAR E-Bid Response interface. The 'Review Your E-Bid Response' section is highlighted. It contains 'Contact Info' and 'Agency Required Documents'. A large arrow points from the 'Submit Response' button to the 'Review Your E-Bid Response' section.