



LEXINGTON

Bid 5-2024 Addendum 1 Brenntag Mid-South Supplier Response

Event Information

Number: Bid 5-2024 Addendum 1
Title: Swimming Pool Chemicals
Type: Competitive Bid
Issue Date: 1/9/2024
Deadline: 1/23/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. PLEASE UPLOAD ATTACHMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

Brenntag Mid-South Information

Address: 1405 Hwy 136 W
Henderson, KY 42420
Phone: (800) 866-9697
Fax: (270) 830-1376
Email: ddevine@brenntag.com
Web Address: brenntag.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Missy Sparro

Signature

bms-bids@brenntag.com

Email

Submitted at 1/19/2024 12:17:05 PM (ET)

Response Attachments

Lexington Fayette Swimpool KY - Pool Chemicals Bid 2024 submitted.pdf

Submission from Brenntag Mid-South Bid 5-2024 Swimming Pool Chemicals

Bid Attributes

1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES

Bid Lines

1 Calcium chloride - 50 lb net bags

Quantity: 1 UOM: Bag Price: Total:

2 Liquid chlorine

Quantity: 1 UOM: Gallon Price: Total:

3 Hydrochloric acid - 1 gallon drums

Quantity: 1 UOM: Gallon Price: Total:

4 Hydrochloric acid - 15 gallon drums

Quantity: 1 UOM: Gallon Price: Total:

Response Total: \$35.30



ADDENDUM #1

Bid Number: # 5-2024

Date: January 10, 2024

Subject: Swimming Pool Chemicals

Address Inquiries to:
Jessica Allinder
jallinder@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced bid:

1. Previous bid tabulation as requested.

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Brenntag Mid-South, Inc.

ADDRESS: 324 East Yusen Drive Georgetown KY 40324

SIGNATURE OF BIDDER:



Event Number	Bid 8-2022	Organization	Lexington-Fayette Urban County Government
Event Title	Swimming Pool Chemicals	Workgroup	Purchasing
Event Description	ONLY ONLINE BIDS WILL BE ACCEPTED FOR	Event Owner	Jessica Allinder
Event Type	Bid	Email	jallinder@lexingtonky.gov
Issue Date	1/25/2022 10:00:00 AM (ET)	Phone	
Close Date	2/8/2022 02:00:00 PM (ET)	Fax	(859) 2583322

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Brenntag Mid-South	Henderson	KY	2/7/2022 10:54:29 AM (ET)	4	\$54.89

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Harborlite Aquapearl(Perlite, amorphous alumina silicate) packaged in 24 pound net bags. Bags shall be delivered on pallets. The Lexington-Fayette Ur						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Brenntag Mid-South	1	Each		\$29.00	\$29.00	
2	Calcium Chloride packaged in 50 pound net bags. Bags shall be delivered on pallets. The Lexington-Fayette Urban County Government will not pay a de						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Brenntag Mid-South	1	Each		\$19.00	\$19.00	
3	Liquid Chlorine (Sodium Hypochlorite 12%) Delivery by vendor to eleven (11) pool sites weekly or more frequently as needed. Storage containers to be						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Brenntag Mid-South	1	Each		\$1.97	\$1.97	
4	Hydrochloric Acid (Muriatic Acid) packaged in one-gallon containers. Containers shall be delivered on pallets. The Lexington-Fayette Urban County Gov						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Brenntag Mid-South	1	Each		\$4.92	\$4.92	
5	Prochlor sticks packaged in 50 lb. buckets. Buckets shall be delivered on pallets. The Lexington-Fayette Urban County Government will not pay a deposi						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Brenntag Mid-South	1	Each		No Bid		



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: January 9, 2024

INVITATION TO BID #5-2024 Swimming Pool Chemicals

Bid Opening Date: January 23, 2024 **Bid Opening Time:** 2:00 PM
Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **1/23/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>2-3</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Brenntag Mid-South, Inc.

Firm Name

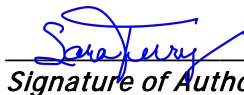
324 East Yusen Drive

Address

Georgetown KY 40324

City, State & Zip

Bid must be signed:



Municipal Contract Specialist

Signature of Authorized Company Representative – Title

Sara Terry

Representative's Name (Typed or printed)

828-729-7557

Area Code - Phone – Extension

N/A

Fax #

bms-bids@brenntag.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Sara Terry, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Sara Terry and he/she is the individual submitting the bid or is the authorized representative of Brenntag Mid-South, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. *Sara Terry*

STATE OF North Carolina

COUNTY OF Vance

The foregoing instrument was subscribed, sworn to and acknowledged before me by Sara Terry on this the 16 day of January, 2024

My Commission expires: 12/5/27

Melissa Medlin
NOTARY PUBLIC, STATE AT LARGE



I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No **If other principals meet all Brenntag requirements for a piggyback*

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
 - F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
 - G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
 - H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
 - I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
 - J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
 - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
 - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
 - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
 - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
 - P. All material furnished hereunder must be in full compliance with OSHA regulations.
 - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
 - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
 - S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
 - T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 3. See bid specifications.

 - C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

 - D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

 - E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

 - F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

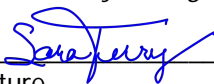
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Brenntag Mid-South, Inc.

Name of Business


GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

1/16/24

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Brenntag Mid-South, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	4	2	2													2	2
Professionals	2	1	1													1	1
Superintendents																	
Supervisors	13	11	2													11	2
Foremen																	
Technicians	4	3	1													3	1
Protective Service																	
Para-Professionals	10	4	6													4	6
Office/Clerical																	
Skilled Craft	98	94		1		2							1			98	
Service/Maintenance	6	6														6	
Total:	137	121	12	1		2							1			125	12

Prepared by: Pam Russ - HR Manager Date: 1 / 16 / 24

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Procurement Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

MWDBE Participation

Brenntag Mid-South understands and supports LFUCG plan to increase the participation of MWDBE businesses in the procurement process. Unfortunately, the commodity chemical requested in this bid, #5-2024 Swimming Pool Chemicals cannot be procured from a supplier that will allow us to meet the MWDBE Participation Goals set forth.

Brenntag will work with LFUCG to make a concerted effort to include Minority-Owned (MBE), Women-Owned (WBE), Disadvantaged Business Enterprises (DBE), and Veteran-Owned Small Businesses (VOSB) on this contract.

N/A

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



N/A

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

N/A

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From:	To:
Company Name:	Address:	
Federal Tax ID:	Contact Person:	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

1/16/24

Date

SWIMMING POOL CHEMICALS SPECIFICATION

- All bidders must supply material safety data information on products bid with their bid proposal.
- All pallets shall be stacked so that they may clear 42” wide opening.
- All products in bags need to be labeled properly with product description
- Bags need to be 5-ply with waterproof layers.
- All product shall be delivered to each location weekly during the aquatic season unless otherwise notified.

1. **Calcium Chloride** – packaged in 50 pound net bags. Bags shall be delivered on pallets. The Lexington-Fayette Urban County Government will not pay a deposit or holding charge for the use of the pallets.

Price per bag **\$22.70 each**

2. **Liquid Chlorine** (*Sodium Hypochlorite 12%*) – Delivery by vendor to six (6) pool sites weekly or more frequently as needed. Storage containers to be provided by the Lexington-Fayette Urban County Government. The vendor/hauler must comply with the Hazardous Materials Regulation of the Department of Transportation contained in Federal Regulation #49CFR. All drivers must have a valid Commercial Driver’s License (CDL)

Price per gallon **\$2.7440gal**

3. **Hydrochloric Acid** (*Muriatic Acid*) – packaged in one-gallon drums. Delivery by vendor to four (4) aquatic sites weekly or more frequently as needed. The vendor/hauler must comply with the Hazardous Materials Regulation of the Department of Transportation contained in Federal Regulation #49CFR. Containers shall be delivered on pallets.

Price per gallon **\$4.8690gal**

4. **Hydrochloric Acid** (*Muriatic Acid*) – packaged in 15 gallon drums. Delivery by vendor to six (6) pool sites weekly or more frequently as needed. The vendor/hauler must comply with the Hazardous Materials Regulation of the Department of Transportation contained in Federal Regulation #49CFR. Containers shall be delivered on pallets.

Price per gallon **\$4.99gal**

Delivery Instructions:

The liquid chlorine and hydrochloric acid are to be delivered to the following sites:

	<u>Pool</u>	<u>Location</u>
1.	Castlewood Pool and sprayground	Park View Drive
2.	Masterson Station Park sprayground	Ruffian Way
3.	Douglass Pool and sprayground	Howard Street
4.	Jacobson Park sprayground	Athens-Boonesboro Rd.
5.	Shillito Pool	Reynolds Road
6.	Southland Pool	Hill n' Dale Drive
7.	Tates Creek Pool	Gainesway Drive
8.	Woodland Pool	Park Avenue

Delivery truck not to exceed 3,000 gallon capacity. Delivery truck must be equipped with a minimum of 250 feet of supply hose.

The successful bidder must provide evidence of commercial liability, pollution liability, and statutory workers compensation.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid 5-2024 Swimming Pool Chemicals**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Pollution Liability	\$2 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

MEMORANDUM

TO: To Whom It May Concern
FROM: JT Hill
DATE: May 11, 2023
SUBJECT: Authority to Sign

This is to advise that Sara Terry, in her capacity as Municipal Contract Specialist, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



John T. Hill, President
Brenntag Essentials Mid-South

State of Kentucky
County of Henderson

Subscribed and sworn to before me by John T. Hill, personally known to me, on this the 5th day of May, 2023.



Sandra L. Littrell, Notary Public

My Commission Expires: 1/22/26

Seal

SAFETY DATA SHEET

M48006 - ANSI - EN



OXY Occidental Chemical Corporation

A subsidiary of Occidental Petroleum Corporation



DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006
Rev. Num. 10

SDS Revision Date: 03-Aug-2016

SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification: Occidental Chemical Corporation
5005 LBJ Freeway
P.O. Box 809050
Dallas, TX 75380-9050
1-800-752-5151

24 Hour Emergency Telephone Number: 1-800-793-3665 or 1-972-404-3228 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186

To Request an SDS: MSDS@oxy.com or 1-972-404-3245

Customer Service: 1-800-752-5151 or 1-972-404-3700

Product Identifier: **DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES**

Synonyms: Calcium Dichloride, Calcium Chloride, Calcium Chloride Flake, DOWFLAKE

Product Use: Concrete Acceleration, Ice Melting, Dust Control, Road Base Stabilization

Uses Advised Against: None identified

Note: DOWFLAKE™ is a trademark of The Dow Chemical Company.

Additional Information: CONSUMER PRODUCTS: When packaged in quantities of 50 lbs. or less, and used in a manner and frequency typical of consumer use, OxyChem considers this product a consumer use product which is regulated by the Consumer Product Safety Commission (CPSC). Because CPSC labeling requirements differ from the

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006
Supersedes Date: 2015-09-June-2016

SDS Revision Date: 03-Aug-2016
Rev. Num.10

Occupational Safety and Health Administration (OSHA) GHS requirements for safety data sheets (SDS), slight differences in hazard information between the product label and SDS may be observed.

SECTION 2. HAZARDS IDENTIFICATION

OSHA REGULATORY STATUS: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

EMERGENCY OVERVIEW:

Color: White
Appearance: Flakes
Odor: Odorless

Signal Word: **WARNING**

MAJOR HEALTH HAZARDS: CAUSES SERIOUS EYE IRRITATION. CAUSES SKIN IRRITATION. HARMFUL IF SWALLOWED.

PHYSICAL HAZARDS: Heat is generated when mixed with water or aqueous acid solutions.

PRECAUTIONARY STATEMENTS: Avoid contact with eyes. Wash thoroughly after handling.

GHS CLASSIFICATION:

GHS: CONTACT HAZARD - SKIN:	Category 2 - Causes skin irritation
GHS: CONTACT HAZARD - EYE:	Category 2A - Causes serious eye irritation
GHS: ACUTE TOXICITY - ORAL:	Category 4 - Harmful if swallowed

UNKNOWN ACUTE TOXICITY: A percentage of this product consists of ingredient(s) of unknown acute toxicity.

Unknown Acute Dermal Toxicity:

3% of this product consists of ingredient(s) of unknown acute dermal toxicity.

GHS SYMBOL: Exclamation mark

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006

Supersedes Date: 2015-09-June-2016

SDS Revision Date: 03-Aug-2016

Rev. Num.10



GHS SIGNAL WORD: WARNING

GHS HAZARD STATEMENTS:

GHS - Health Hazard Statement(s)

- Causes serious eye irritation
- Causes skin irritation
- Harmful if swallowed

GHS - Precautionary Statement(s) - Prevention

- Wear eye and face protection
- Wear protective gloves
- Wash thoroughly after handling
- Do not eat, drink or smoke when using this product

GHS - Precautionary Statement(s) - Response

- **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- **If eye irritation persists:** Get medical advice/attention
- **IF ON SKIN:** Wash with plenty of water
- **Take off contaminated clothing and wash it before reuse**
- **If skin irritation occurs:** Get medical advice/attention
- **IF SWALLOWED:** Call a POISON CENTER or doctor/physician if you feel unwell
- Rinse mouth
- **Specific treatment (see First Aid information on product label and/or Section 4 of the SDS)**

GHS - Precautionary Statement(s) - Storage

- There are no Precautionary-Storage phrases assigned

GHS - Precautionary Statement(s) - Disposal

- **Dispose of contents and container in accordance with applicable local, regional, national, and/or international regulations**

Additional Hazard Information

Mixing with water may cause heat to be released

See Section 11: TOXICOLOGICAL INFORMATION

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Synonyms: Calcium Dichloride, Calcium Chloride, Calcium Chloride Flake, DOWFLAKE

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

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Component	Percent [%]	CAS Number
Calcium chloride	> 83 - < 87	10043-52-4
Water	> 8 - < 14	7732-18-5
Potassium Chloride	> 2 - < 3	7447-40-7
Sodium Chloride	> 1 - < 2	7647-14-5

Notes: *Potassium chloride and sodium chloride are impurities from the naturally-occurring source material, brine solution.*

SECTION 4. FIRST AID MEASURES

INHALATION: If inhalation of dust occurs and adverse effects result, remove to uncontaminated area. Call a POISON CENTER or doctor/physician if you feel unwell.

SKIN CONTACT: If on skin, wash with plenty of water. If skin irritation occurs: Get medical advice/ attention. Take off contaminated clothing and wash before reuse. **SPECIFIC TREATMENT:** Wash with lots of water.

EYE CONTACT: If in eyes, rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation occurs, get medical advice/attention.

INGESTION: If swallowed, rinse mouth. Contact a poison center or doctor/physician if you feel unwell.

Most Important Symptoms/Effects (Acute and Delayed):

Acute Symptoms/Effects: Listed below.

Inhalation (Breathing): Inhaling dust may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

Skin: Skin Irritation. Direct abrasion of skin from solid, erythema and burn from reaction with water. Prolonged contact and occlusion may cause more severe symptoms. Damage is localized to contact areas.

Eye: Eye Irritation. Direct abrasion of cornea from solid, erythema and burn from reaction with water, conjunctival swelling and cornea opacification from hypertonic solution and heat. Corneal eye pain, redness, acute corneal thickening or whitening.

Ingestion (Swallowing): Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

Delayed Symptoms/Effects:

- Chronic exposures to skin and mucus membranes that cause irritation may cause a chronic dermatitis or mucosal membrane problem

Interaction with Other Chemicals Which Enhance Toxicity: None known.

Medical Conditions Aggravated by Exposure: Any skin condition that disrupts the skin, such as abrasions, cuts, psoriasis, fungal infections, etc. Any upper respiratory conditions that compromise mucosa can increase local damage from dust contact. Any eye condition that compromises tear production, conjunctiva, or normal corneal homeostasis.

Protection of First-Aiders: At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne

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pathogen transmission. If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Notes to Physician: Due to irritant properties, resulting from heat created as solid material dissolves in water, swallowing may result in burns/ulceration of mucus membranes. If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5. FIRE-FIGHTING MEASURES

Fire Hazard: This material does not burn.

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire

Fire Fighting: Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

Hazardous Combustion Products: Formed under fire conditions: hydrogen chloride gas, calcium oxide

Sensitivity to Mechanical Impact: Not sensitive.

Sensitivity to Static Discharge: Not sensitive.

Lower Flammability Level (air): Not applicable

Upper Flammability Level (air): Not applicable

Flash point: Not applicable

Auto-ignition Temperature: Not applicable

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Precautions:

Isolate area. Keep unnecessary and unprotected personnel from entering the area. Spilled material may cause a slipping hazard on some surfaces. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

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Methods and Materials for Containment and Cleaning Up:

Small and large spills: Contain spilled material if possible. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal considerations, for additional information.

Environmental Precautions:

Prevent large spills from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

SECTION 7. HANDLING AND STORAGE**Precautions for Safe Handling:**

Heat developed during diluting or dissolving is very high. Use cool water when diluting or dissolving (temperature less than 80°F, 27°C). Avoid contact with eyes, skin, and clothing. Do not swallow. Wash thoroughly after handling. See Section 8: EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Safe Storage Conditions:

Store in a dry place. Protect from atmospheric moisture. Keep container tightly closed. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet).

Incompatibilities/ Materials to Avoid:

Heat is generated when mixed with water or aqueous acids. Spattering and boiling can occur. Avoid contact with: bromide trifluoride, 2-furan percarboxylic acid because calcium chloride is incompatible with those substances. Contact with zinc forms flammable hydrogen gas, which can be explosive. Catalyzes exothermic polymerization of methyl vinyl ether. Attacks metals in the presence of moisture, and may release flammable hydrogen gas. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromates

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Regulatory Exposure Limit(s): Listed below for the product components that have regulatory occupational exposure limits (OEL's) established.

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particles Not Otherwise Regulated (PNOR) 00-00-001	15 mg/m ³ (Total) 5 mg/m ³ (Respirable)	-----	-----

OEL: Occupational Exposure Limit; OSHA: United States Occupational Safety and Health Administration; PEL: Permissible Exposure Limit; TWA: Time Weighted Average; STEL: Short Term Exposure Limit

NON-REGULATORY EXPOSURE LIMIT(S): Listed below for the product components that have advisory (non-regulatory) occupational exposure limits (OEL's) established.

- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits, if shown, are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).

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- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

Additional Advice:

1. Ingestion: Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating

ENGINEERING CONTROLS: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear safety glasses with side-shields. For dusty operations or when handling solutions of the material, wear chemical goggles.

Skin and Body Protection: Wear clean, body-covering clothing.

Hand Protection: Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). **NOTICE:** The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Respiratory Protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Flakes
Color:	White
Odor:	Odorless
Odor Threshold [ppm]:	No data available.
Molecular Formula:	CaCl ₂
Decomposition Temperature:	Not applicable

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Boiling Point/Range:	Not applicable to solids
Freezing Point/Range:	Not applicable to solids.
Melting Point/Range:	772 °C (1,422 °F)
Vapor Pressure:	Negligible at ambient temperature
Vapor Density (air=1):	Not applicable
Relative Density/Specific Gravity (water=1):	Not applicable to solids
Bulk Density:	51 - 61 lb/ft3
Water Solubility:	Readily soluble
pH:	Not applicable to solids
Volatility:	Not applicable
Evaporation Rate (ether=1):	Not applicable
Partition Coefficient (n-octanol/water):	No data available
Flash point:	Not applicable
Flammability (solid, gas):	Not applicable
Lower Flammability Level (air):	Not applicable
Upper Flammability Level (air):	Not applicable
Auto-ignition Temperature:	Not applicable
Viscosity:	Not applicable
Hygroscopic:	Yes

SECTION 10. STABILITY AND REACTIVITY

Reactivity: Hygroscopic. Liberates large amounts of heat when dissolving in water or aqueous acids.

Chemical Stability: Stable at normal temperatures and pressures.

Possibility of Hazardous Reactions: Avoid moisture.

Conditions to Avoid: (e.g., static discharge, shock, or vibration) -. None known.

Incompatibilities/ Materials to Avoid: Heat is generated when mixed with water or aqueous acids. Spattering and boiling can occur. Avoid contact with: bromide trifluoride, 2-furan percarboxylic acid because calcium chloride is incompatible with those substances. Contact with zinc forms flammable hydrogen gas, which can be explosive. Catalyzes exothermic polymerization of methyl vinyl ether. Attacks metals in the presence of moisture, and may release flammable hydrogen gas. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromates

Hazardous Decomposition Products: Formed under fire conditions: hydrogen chloride gas, calcium oxide

Hazardous Polymerization: Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

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TOXICITY DATA:

PRODUCT TOXICITY DATA: DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

<u>LD50 Oral:</u>	<u>LD50 Dermal:</u>	<u>LC50 Inhalation:</u>
1126 mg/kg - Oral Acute Toxicity Estimate (ATE)	2637 mg/kg - Dermal Acute Toxicity Estimate (ATE)	No data is available

COMPONENT TOXICITY DATA:

Note: The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given.

POTENTIAL HEALTH EFFECTS:

- Eye contact:** For solid: May cause slight eye irritation, mechanical injury only. Dust formation should be avoided, as dust can cause severe eye irritation with corneal injury.
- Skin contact:** Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. Not classified as corrosive to the skin according to DOT guidelines. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear.
- Inhalation:** Dust may cause irritation to upper respiratory tract (nose and throat).
- Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause local mucosal damage to esophagus and stomach. Swallowing may result in gastrointestinal irritation or ulceration.
- Chronic Effects:** Chronic exposures to calcium chloride that cause irritation may cause a chronic dermatitis or mucosal membrane problem. For the minor component(s):
POTASSIUM CHLORIDE: In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, heart, and kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. **SODIUM CHLORIDE:** Medical experience with sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

SIGNS AND SYMPTOMS OF EXPOSURE:

Solution and or solids may be visible on the skin and or eyes. Localized redness, warmth, and irritation consistent with mechanism of injury: abrasion, burn, hypertonic solution.

- Inhalation (Breathing):** Inhaling dust may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.
- Skin:** Skin irritation. Direct abrasion of skin from solid, erythema and burn from reaction with water. Prolonged contact and occlusion may cause more severe symptoms. Damage is localized to contact areas.
- Eye:** Eye irritation. Direct abrasion of cornea from solid, erythema and burn from reaction with water, conjunctival

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swelling and cornea opacification from hypertonic solution and heat. Corneal eye pain, redness, acute corneal thickening or whitening.

Ingestion (Swallowing): Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

Interaction with Other Chemicals Which Enhance Toxicity: None known.

GHS HEALTH HAZARDS:

GHS: ACUTE TOXICITY - ORAL: Category 4 - Harmful if swallowed.

GHS: CONTACT HAZARD - EYE: Category 2A - Causes serious eye irritation

GHS: CONTACT HAZARD - SKIN: Category 2 - Causes skin irritation.

Skin Absorbent / Dermal Route? No.

MUTAGENIC DATA:

Not classified as a mutagen per GHS criteria. The data presented are for the following material: Calcium chloride (CaCl₂) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

DEVELOPMENTAL TOXICITY:

Not classified as a developmental or reproductive toxin per GHS criteria. For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

SECTION 12. ECOLOGICAL INFORMATION**ECOTOXICITY DATA:**

<u>Component</u>	<u>Freshwater Fish</u>	<u>Invertebrate Toxicity:</u>	<u>Algae Toxicity:</u>	<u>Other Toxicity:</u>
Calcium chloride	- LC50, bluegill (Lepomis macrochirus): 8350 - 10650 mg/l	- LC50, water flea Daphnia magna: 759 - 3005 mg/l	- No data available	- No data available
Potassium Chloride	- LC50, rainbow trout (Oncorhynchus mykiss), 96 h: 4,236 mg/l	- EC50, water flea Daphnia magna, 24 h, immobilization: 590 mg/l - LC50, water flea Ceriodaphnia dubia, 96 h: 3,470 mg/l	- No data available	- No data available
Sodium Chloride	- LC50, fathead	- LC50, water flea	- IC50, OECD 209	- IC50, OECD 209

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	minnow (Pimephales promelas): 10,610 mg/l	Daphnia magna: 4,571 mg/l	Test: activated sludge, respiration inhibition: > 1,000 mg/l	Test: activated sludge, respiration inhibition: > 1,000 mg/l
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Aquatic Toxicity:

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)

Invertebrate Toxicity:

Calcium Chloride: LC50, water flea Daphnia magna: 759 - 3,005 mg/l

Potassium Chloride: EC50, water flea Daphnia magna, 24 h, immobilization: 590 mg/l

LC50, water flea Ceriodaphnia dubia, 96 h: 3,470 mg/l

Sodium Chloride: LC50, water flea Daphnia magna: 4,571 mg/l

FATE AND TRANSPORT:

BIODEGRADATION: This material is inorganic and not subject to biodegradation.

PERSISTENCE: Calcium chloride is believed not to persist in the environment because it is readily dissociated into calcium and chloride ions in water. Calcium chloride released into the environment is thus likely to be distributed into water in the form of calcium and chloride ions. Calcium ions may remain in soil by binding to soil particulate or by forming stable salts with other ions. Chloride ions are mobile and eventually drain into surface water. Both ions originally exist in nature, and their concentrations in surface water will depend on various factors, such as geological parameters, weathering, and human activities.

BIOCONCENTRATION: No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

BIOACCUMULATIVE POTENTIAL: Calcium chloride and its dissociated forms (calcium and chloride ions) are ubiquitous in the environment. Calcium and chloride ions can also be found as constituents in organisms. Considering its dissociation properties, calcium chloride is not expected to accumulate in living organisms.

MOBILITY IN SOIL: Calcium chloride is not expected to be absorbed in soil due to its dissociation properties and high water solubility. It is expected to dissociate into calcium and chloride free ions or it may form stable inorganic or organic salts with other counter ions, leading to different fates between calcium and chloride ions in soil and water components. Calcium ions may bind to soil particulate or may form stable inorganic salts with sulfate and carbonate ions. The chloride ion is mobile in soil and eventually drains into surface water because it is readily dissolved in water.

SECTION 13. DISPOSAL CONSIDERATIONS**Waste from material:**

Reuse or reprocess, if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Report spills if applicable. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE

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PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN SDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Landfill and waste water treatment system.

Container Management:

Dispose of container in accordance with applicable local, regional, national, and/or international regulations. Container rinsate must be disposed of in compliance with applicable regulations.

SECTION 14. TRANSPORT INFORMATION

LAND TRANSPORT

U.S. DOT 49 CFR 172.101:

Status: Not Regulated.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

Status: Not Regulated.

MARITIME TRANSPORT (IMO / IMDG) Not regulated

Status - IMO / IMDG: Not Regulated

SECTION 15. REGULATORY INFORMATION

U.S. REGULATIONS

OSHA REGULATORY STATUS:

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

Not regulated.

SARA EHS Chemical (40 CFR 355.30)

Not regulated

EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):

Acute Health Hazard

EPCRA SECTION 313 (40 CFR 372.65):

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute

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OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):

Not regulated

NATIONAL INVENTORY STATUS**U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):** All components are listed or exempt.**TSCA 12(b):** This product is not subject to export notification.**Canadian Chemical Inventory:** All components of this product are listed on either the DSL or the NDSL.

Component	DSL	NDSL
Calcium chloride 10043-52-4	Listed	Not Listed
Potassium Chloride 7447-40-7	Listed	Not Listed
Sodium Chloride 7647-14-5	Listed	Not Listed

STATE REGULATIONS**California Proposition 65:**

This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. WARNING: This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bromate, a chemical known to the State of California to cause cancer.

Component	California Proposition 65 Cancer WARNING:	California Proposition 65 CRT List - Male reproductive toxin:	California Proposition 65 CRT List - Female reproductive toxin:	Massachusetts Right to Know Hazardous Substance List	New Jersey Right to Know Hazardous Substance List	New Jersey Special Health Hazards Substance List
Calcium chloride 10043-52-4	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Potassium Chloride 7447-40-7	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chloride 7647-14-5	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed

Component	New Jersey - Environmental Hazardous Substance List	Pennsylvania Right to Know Hazardous Substance List	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Environmental Hazard List	Rhode Island Right to Know Hazardous Substance List
Calcium chloride 10043-52-4	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Potassium Chloride 7447-40-7	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chloride 7647-14-5	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed

CANADIAN REGULATIONS

• This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and

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the SDS contains all the information required by the Controlled Products Regulations

Component	Canadian Chemical Inventory:	NDSL:	WHMIS - Classifications of Substances:
Calcium chloride	Listed		D2B
Potassium Chloride	Listed		Uncontrolled product according to WHMIS classification criteria
Sodium Chloride	Listed		Uncontrolled product according to WHMIS classification criteria

SECTION 16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Product Stewardship

Rev. Date: 03-Aug-2016

Disclaimer:

We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

Reason for Revision:

- Revised GHS Information: SEE SECTION 2
- Format change to sections: 12 AND 15
- Removed NFPA rating from format: SEE SECTION 16

IMPORTANT:

The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESSED OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and Occidental Chemical Corporation assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees

End of Safety Data Sheet

1. Identification

Other means of identification None known.
Product identifier **SODIUM HYPOCHLORITE 12.5%**
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 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. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
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 None.

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

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	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 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. OARS. Workplace Environmental Exposure Level (WEEL) Guide

Components	Type	Value
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)	STEL	2 mg/m ³

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.
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9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	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

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.
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Partition coefficient (n-octanol/water)	Not available.
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Auto-ignition temperature	Not available.
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Decomposition temperature	Not available.
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Viscosity	Not available.
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Other information

Density	10.06 lbs/gal 1.21 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	87.5 % estimated

Specific gravity 1.21

10. Stability and reactivity

Reactivity Reacts violently with strong acids. This product may react with oxidizing agents.

Chemical stability Material is stable under normal conditions.

Possibility of hazardous reactions Hazardous polymerization does not occur.

Conditions to avoid Contact with incompatible materials. Do not mix with other chemicals.

Incompatible materials Strong acids. Oxidizing agents.

Hazardous decomposition products No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

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

Skin contact Causes severe skin burns.

Eye contact Causes serious eye damage.

Ingestion Causes digestive tract burns.

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

Information on toxicological effects

Acute toxicity Not known.

Components	Species	Test Results
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HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)

Acute

Oral

LD50	Rat	8.91 g/kg
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* Estimates for product may be based on additional component data not shown.

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.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure Due to partial or complete lack of data the classification is not possible.

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

Ecotoxicity

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

Components	Species	Test Results		
HYPOCHLOROUS ACID, SODIUM SALT (1:1) (CAS 7681-52-9)				
Aquatic				
<i>Acute</i>				
Crustacea	EC50	Water flea (<i>Ceriodaphnia dubia</i>)	>= 0.11 - <= 0.13 mg/l, 24 hours	
	LC50	Calanoid copepod (<i>Acartia tonsa</i>)	>= 0.313 - <= 0.497 mg/l, 24 hours	
		Coon stripe shrimp (<i>Pandalus danae</i>)	>= 0.246 - <= 0.333 mg/l, 96 hours	
		Daggerblade grass shrimp (<i>Palaemonetes pugio</i>)	>= 46 - <= 58.8 mg/l, 96 hours	
		Opossum shrimp (<i>Americamysis bahia</i>)	>= 0.229 - <= 0.321 mg/l, 96 hours	
		Rotifer (<i>Brachionus calyciflorus</i>)	>= 0.35 - <= 0.39 mg/l, 24 hours	
		Scud (<i>Hyalella azteca</i>)	>= 0.252 - <= 0.362 mg/l, 96 hours	
		Water flea (<i>Ceriodaphnia dubia</i>)	0.14 mg/l, 24 hours	
	Water flea (<i>Daphnia magna</i>)	>= 0.045 - <= 0.068 mg/l, 48 hours		
	Fish	LC50	Bleak (<i>Alburnus alburnus</i>)	>= 30 - <= 35 mg/l, 96 hours
			Brown trout (<i>Salmo trutta</i>)	>= 0.02 - <= 0.05 mg/l, 1.5 hours
			California grunion (<i>Leuresthes tenuis</i>)	0.139 mg/l, 24 hours
			Carp (<i>Cyprinus carpio</i>)	>= 1.75 - <= 1.89 mg/l, 160 minutes
			Channel catfish (<i>Ictalurus punctatus</i>)	0.45 mg/l, 96 hours
Coho salmon, silver salmon (<i>Oncorhynchus kisutch</i>)			>= 0.245 - <= 0.328 mg/l, 15 minutes	
Fathead minnow (<i>Pimephales promelas</i>)			>= 4.4 - <= 7.1 mg/l, 24 hours	
Freshwater drum (<i>Aplodinotus grunniens</i>)			>= 1.67 - <= 1.83 mg/l, 160 minutes	
Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)			>= 0.05 - <= 0.071 mg/l, 96 hours	
				> 0.03 - < 0.07 mg/l, 96 hours
	Shiner perch (<i>Cymatogaster aggregata</i>)	>= 0.045 - <= 0.098 mg/l, 96 hours		
	Yellow perch (<i>Perca flavescens</i>)	>= 18 - <= 28.7 mg/l, 15 minutes		
	Yellowtail flounder (<i>Pleuronectes ferrugineus</i>)	0.1 mg/l, 24 hours		

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

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

13. Disposal considerations

Disposal instructions	Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	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.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

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

14. Transport information**DOT**

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

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.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	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

Issue date	05-23-2015
Revision date	08-29-2023
Version #	16
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 0
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	Hazard(s) identification: Disposal Hazard(s) identification: Prevention Hazard(s) identification: Response Hazard(s) identification: Storage Accidental release measures: Personal precautions, protective equipment and emergency procedures Accidental release measures: Methods and materials for containment and cleaning up Handling and storage: Precautions for safe handling Handling and storage: Conditions for safe storage, including any incompatibilities Physical & Chemical Properties: Multiple Properties Disposal considerations: Disposal instructions Other information, including date of preparation or last revision: References Other information, including date of preparation or last revision: List of abbreviations

1. Identification

Other means of identification None known.
Product identifier **HYDROCHLORIC ACID 20BE /31.45% NSF (CW)**
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 Acute toxicity, oral Category 4
 Skin corrosion/irritation Category 1A
 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 Harmful if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement
Prevention Do not breathe dust or mists. Avoid breathing mist/vapors. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response Rinse mouth. 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 inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
HYDROCHLORIC ACID		7647-01-0	30 - 40

4. First-aid measures

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

5. Fire-fighting measures

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

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing 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	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 get in eyes, on skin, or on clothing. Do not taste or swallow. Avoid breathing mist/vapors. Avoid prolonged exposure. When using, do not eat, drink or smoke. Provide adequate ventilation. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in 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 Permissible Exposure Limits (PEL) for Air Contaminants (29 CFR 1910.1000)

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

US. ACGIH Threshold Limit Values (TLV)

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

NIOSH. Immediately Dangerous to Life or Health (IDLH) Values, as amended

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	IDLH	50 ppm

US. NIOSH: Pocket Guide to Chemical Hazards Recommended Exposure Limits (REL)

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

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

Appropriate engineering controls Good general ventilation 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. Use of an impervious apron is recommended.

Respiratory protection Chemical respirator with organic vapor cartridge.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

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

9. Physical and chemical properties

Appearance

Physical state Liquid.
Form Liquid.
Color 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 212 °F (100 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	9.67 lbs/gal 1.16 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	66.67 % estimated
Specific gravity	1.16

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed.

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

Information on toxicological effects

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

Product	Species	Test Results
HYDROCHLORIC ACID 20BE /31.45% NSF (CW)		
Acute		
Dermal		
ATEmix		4347 mg/kg bw
Oral		
ATEmix		300 mg/kg bw

Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
Acute		
Dermal		
LD50	Mouse	1449 mg/kg
Inhalation		
LC50	Mouse	1108 ppm, 1 Hours
	Rat	3124 ppm, 1 Hours
		2810 ppm, 1 Hours
		1405 ppm, 4 Hours
Oral		
LD50	Rabbit	900 mg/kg
	Rat	238 - 277 mg/kg
Other		
LD50	Mouse	1449 mg/kg

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

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

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
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Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
Aquatic		
<i>Acute</i>		
Fish	LC50	Western mosquitofish (Gambusia affinis) 282 mg/l, 96 hours

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

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.

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

13. Disposal considerations

Disposal instructions Dispose of this material and its container to hazardous or special waste collection point. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code 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.

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

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

14. Transport information

DOT

UN number UN1789
UN proper shipping name HYDROCHLORIC ACID
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Environmental hazards
Marine pollutant No.

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
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 (anhydrous); Hydrogen chloride (gas only) (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)
HYDROCHLORIC ACID	7647-01-0	5000	500		

SARA 311/312 Hazardous chemical Yes

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

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
HYDROCHLORIC ACID	7647-01-0	30 - 40

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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

HYDROCHLORIC ACID (CAS 7647-01-0)

Safe Drinking Water Act (SDWA) Not regulated.

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

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

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

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

DEA Exempt Chemical Mixtures Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Industrial Chemicals (AICIS)	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

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

Issue date	04-05-2022
Revision date	09-19-2023
Version #	03
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 1
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	This document has undergone significant changes and should be reviewed in its entirety.

1. Identification

Other means of identification None known.
Product identifier **HYDROCHLORIC ACID 20BE /31.45%**
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 (HNOC) None known.

Supplemental information 70% 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	30 - 40

4. First-aid measures

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

5. Fire-fighting measures

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

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/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	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. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

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

US. ACGIH Threshold Limit Values

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

US. NIOSH: Pocket Guide to Chemical Hazards

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

Biological limit values

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

Appropriate engineering controls

Good general ventilation 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 respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.

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 100.97 °F (38.32 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	9.67 lbs/gal 1.16 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	66.67 % estimated
Specific gravity	1.16

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

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

Information on toxicological effects

Acute toxicity Not known.

Product	Species	Test Results
HYDROCHLORIC ACID 20BE /31.45%		
Acute		
Dermal		
ATEmix		4347 mg/kg
Oral		
ATEmix		2700 mg/kg

Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
Acute		
Dermal		
LD50	Mouse	1449 mg/kg
Inhalation		
LC50	Mouse	1108 ppm, 1 Hours
	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

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

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

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	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.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1789
UN proper shipping name	HYDROCHLORIC ACID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. Transportation information on packaging may be different from that listed.

IATA

UN number	UN1789
UN proper shipping name	HYDROCHLORIC ACID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1050
UN proper shipping name	HYDROGEN CHLORIDE, ANHYDROUS SOLUTION (HYDROCHLORIC ACID), MARINE POLLUTANT
Transport hazard class(es)	
Class	2.3
Subsidiary risk	8
Packing group	Not available.
Environmental hazards	
Marine pollutant	Yes
EmS	F-C, S-U
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

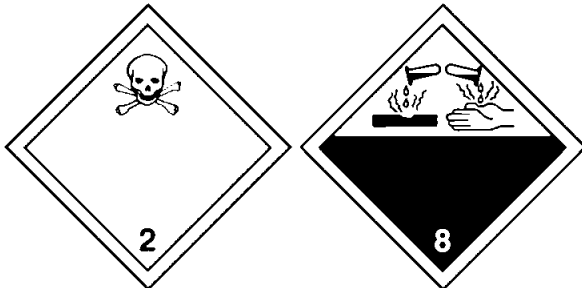
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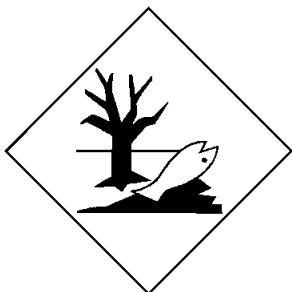
IATA



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)

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)
HYDROCHLORIC ACID	7647-01-0	5000	500		

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	30 - 40

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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

HYDROCHLORIC ACID (CAS 7647-01-0)

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

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

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

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

DEA Exempt Chemical Mixtures Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

US state regulations**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 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.

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

Issue date	07-27-2022
Revision date	05-15-2023
Version #	03
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 1

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