



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000127875 TWO YEAR CONTRACT TO SUPPLY LIQUID CHLORINE FOR
THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - WATER**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
10-Sep-2019 01:43:48 PM



Bid Number 50 – 00127875

**TWO YEAR CONTRACT TO SUPPLY LIQUID CHLORINE FOR THE
JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS- WATER**

SEPTEMBER 19, 2019 AT 2:00 PM

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Donna M Evans
DMEvans@Jeffparish.net
504-364-2691**

DATE: 9/04/2019
BID NO.: 50-00127875

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: DMEVANS@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 9/19/2019 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

10, 12, 13, 15

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

See Page 1 for Conflicts of Interest Statement

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF December 31, 2021.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Brenntag Southwest, Inc.

ADDRESS: 704 E Wintergreen Road

CITY, STATE: Lancaster, Texas

ZIP: 75134

TELEPHONE: (972) 218-3500

FAX: (972) 218-3501

EMAIL ADDRESS: gtullier@brenntag.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 720,000.00

AUTHORIZED

SIGNATURE: W. Thomas Crain, Jr.

W. Thomas Crain, Jr.

Printed Name

TITLE: President

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00127875

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1,500.00	TN	TWO YEAR CONTRACT TO SUPPLY LIQUID CHLORINE FOR THE DEPARTMENT OF PUBLIC WORKS- WATER		
			0010 LIQUID CHLORINE IN 1 TON CYLINDERS (CYLINDERS DELIVERED FREIGHT PREPAID IN 20 TON SHIPMENTS TO BOTH EASTBANK AND WESTBANK WATER TREATMENT PLANTS AS REQUIRED). DELIVERY LOCATION: EASTBANK PLANT - JEFFERSON, LA 70121 WESTBANK PLANT - MARRERO, LA 70072 TWO (2) YEAR CONTRACT FOR LIQUID CHLORINE FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - WATER WATER DEPT.-WATER PLANTS-MERVIN/DAVE	\$480.00/Ton	\$720,000.00
2	55,000.00	LB	0020 LIQUID CHLORINE IN 150 POUND CYLINDERS (CYLINDERS DELIVERED IN 1500 LB SHIPMENTS FREIGHT PREPAID AS REQUIRED) DELIVERY TO: GRAND ISLE, LA 70358	NO BID	NO BID

Liquid Chlorine

For a 2 year contract

Specifications for Liquid Chlorine

- A. The liquid chlorine must meet the requirements of the latest version of American Water Works Association Standard B301 and must be certified for use in drinking water under National Sanitation Foundation Standard 60.
- B. A comprehensive quality tracking program (QTP) must be submitted by the supplier with the bid proposal and annually thereafter. The QTP must address the required chlorine purity specifications and include documentation and reporting protocols to ensure chlorine cylinder integrity.
- C. Chlorine cylinder valves must be properly aligned and the valve threads must be in good condition upon receipt. The container will be rejected and returned to the vendor at no cost to Jefferson Parish if the condition is deemed unacceptable.
- D. The chlorine vendor shall provide an annual chlorine safety training program at each waterworks facility as part of the contract obligation at no additional charge.
- E. Shippers must provide the necessary equipment to quickly unload one-ton containers at the delivery site and pick up empty containers. Any cost associated with the pickup and return of empty containers shall be included in the bid price. Freight prepaid deliveries must be made to the East and West Bank Water Treatment Plants in 12-ton shipments as required and within 7 calendar days after the order. The East Bank Water Treatment Plant is located at 3600 Jefferson Highway, Jefferson, LA 70121. The West Bank Water Treatment Plant is located at 4500 West Bank Expressway, Marrero, LA 70072.
- F. Total quantity of one-ton containers for the 2-year contract is 1500 tons.

- G. Shippers must provide the necessary equipment to quickly unload 150-pound cylinders at the delivery site and pick up empty containers. Any cost associated with the pickup and return of empty cylinders shall be included in the bid price. Freight prepaid deliveries of 150-pound cylinders must be made to 171 Birch Lane, Grand Isle, LA 70358 and 509 Highway 1, Grand Isle, LA 70358 in 12 cylinder (1800 pound) shipments as required and within 7 calendar days after the order.
- H. Total quantity of 150-pound cylinders for the 2-year contract is 55,000 pounds.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☐ WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☐ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☐ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

**BRENNTAG SOUTHWEST, INC.
CONSENT IN LIEU OF ANNUAL MEETING
OF THE SOLE STOCKHOLDER**

The undersigned, being the holder of all of the issued and outstanding capital stock ("Shareholder") of Brenntag Southeast, Inc., a Texas corporation, (the "Corporation"), in lieu of holding a meeting of the Shareholder of the Corporation, hereby takes the following action and adopts the following resolution by written consent pursuant to the Business Organizations Code of the State of Texas and waives any notice required in connection therewith.

RESOLVED, that the following persons be, and hereby are, elected as members of the Board of Directors of the Corporation, effective April 15, 2019, to serve and hold such directorship until the next annual meeting of the Shareholder of the Corporation and their successors are duly elected and qualified or until their earlier death, resignation or removal:


James B. Holdomb
Dieter Wöhrle
W. Thomas Crain, Jr.

The actions taken by this consent shall have the same force and effect as if taken at a meeting of the Shareholder called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Texas.

This consent may be executed in two or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same consent, and this consent may be affected by a facsimile or electronic signature of each of the undersigned.

DATED: As of April 15, 2019

BRENNTAG NORTH AMERICA, INC.

By: 
Markus Klaehn, President & CEO

Filed with the Secretary of Brenntag North America, Inc. as of April 15, 2019.

By: 
David Wheat, Secretary

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
BRENNTAG SOUTHWEST, INC.	Business Corporation (Non-Louisiana)	LONGVIEW	Active

Previous Names

DELTA DISTRIBUTORS, INC. (Changed: 5/22/2001)

Business: BRENNTAG SOUTHWEST, INC.

Charter Number: 34313102F

Registration Date: 9/12/1988

Domicile Address

610 FISHER ROAD
LONGVIEW, TX 75604

Mailing Address

610 FISHER ROAD
LONGVIEW, TX 75604

Principal Business Office

610 FISHER ROAD
LONGVIEW, TX 75604

Registered Office in Louisiana

3867 PLAZA TOWER DR.
BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

7200 HWY. 74
ST GABRIEL, LA 70776

Status

Status: Active

Annual Report Status: In Good Standing

Qualified: 9/12/1988

Last Report Filed: 8/13/2019

Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent:	C T CORPORATION SYSTEM
Address 1:	3867 PLAZA TOWER DR.
City, State, Zip:	BATON ROUGE, LA 70816
Appointment Date:	9/12/1988

Officer(s)

Additional Officers: No

Officer:	W THOMAS CRAIN, JR.
Title:	President, Director
Address 1:	610 FISHER ROAD
City, State, Zip:	LONGVIEW, TX 75604

Officer:	JAMES B. HOLCOMB
Title:	Director
Address 1:	5083 POTTSVILLE PIKE
City, State, Zip:	READING, PA 19605

Officer:	FRANK M. MACERATO
Title:	Secretary
Address 1:	5083 POTTSVILLE PIKE
City, State, Zip:	READING, PA 19605

Officer:	KEVIN ROYLE
Title:	Officer
Address 1:	610 FISHER ROAD
City, State, Zip:	LONGVIEW, TX 75604

Officer:	JEFFREY D. STONEKING
Title:	Officer
Address 1:	610 FISHER ROAD
City, State, Zip:	LONGVIEW, TX 75604

Officer:	ROBERT WINSLOW
Title:	Officer
Address 1:	5083 POTTSVILLE PIKE
City, State, Zip:	READING, PA 19605

Officer:	DIETER WOHRLE
Title:	Director
Address 1:	5083 POTTSVILLE PIKE
City, State, Zip:	READING, PA 19605

Mergers (2)

Filed Date	Effective Date:	Type	Charter#	Chater Name	Role
9/27/1989	9/27/1989	MERGE	34313102F	BRENNTAG SOUTHWEST, INC.	SURVIVOR
			29520790F	DELTA DISTRIBUTORS, INC. OF LOUISIANA	NON-SURVIVOR
5/2/2013	5/2/2013	MERGE	34313102F	BRENNTAG SOUTHWEST, INC.	SURVIVOR
			41083149F	ALTIVIA CORPORATION	NON-SURVIVOR

Amendments on File (6)

Description	Date
Merger	9/27/1989
Stmt of Chg or Chg Prin Bus Off	2/1/1993
Name Change	5/22/2001
Stmt of Chg or Chg Prin Bus Off	1/29/2008
Merger	5/2/2013

Print

Non-Public Works Bid Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF Texas

PARISH/COUNTY OF Dallas

BEFORE ME, the undersigned authority, personally came and appeared: _____

W. Thomas Crain, Jr., (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized President of Brenntag Southwest, Inc. (Entity), the party who submitted a bid in response to Bid Number 50-00127875, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

W. Thomas Crain, Jr.
Signature of Affiant

W. Thomas Crain, Jr.
Printed Name of Affiant

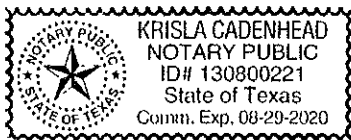
SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 18th DAY OF September, 2019

Krisla Cadenhead
Notary Public

Krisla Cadenhead
Printed Name of Notary

130800221
Notary/Bar Roll Number

My commission expires 8/29/2020
8/29/2020





JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Renny Simno
Director

June 2019

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

DEDUCTIBLES: The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

PROTESTS: Only those vendors that submit bids in response to a solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing.
(For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

Please contact the Jefferson Parish Purchasing Department at 504-364-2678 if you have any questions or need assistance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN101263979-*ALL-GAW-19-20	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Of The State Of PA INSURER B: ACE American Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: INSURER F:
INSURED BRENNTAG SOUTHWEST, INC. 610 FISHER ROAD LONGVIEW, TX 75604	NAIC # 19429 22667 43575 20702

COVERAGES **CERTIFICATE NUMBER:** CLE-006190989-04 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL6634468	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25277399	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC65434404 (AOS) WLRC65434362 (CA, MA) SCFC65434441 (WI)	01/01/2019 01/01/2019 01/01/2019	01/01/2020 01/01/2020 01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson Parish, its District Departments and Agencies under the direction of the Parish President and the Parish Council are included as Additional Insured except for Workers Compensation, where required by written contract.

CERTIFICATE HOLDER Jefferson Parish, its District Departments and Agencies under the direction of the Parish President and the Parish Council 200 Derbigny Street Gretna, LA 70053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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September 19, 2019

Brenntag Southwest, Inc. claims Louisiana Preference in accordance with LSA-R.S.38:2251-2261.

Brenntag Southwest has a facility located at Olin Corporation's facility in St. Gabriel, Louisiana. Olin Corporation manufactures sodium hydroxide and chlorine at their facility located at:

Olin Corporation – St. Gabriel
4205 Hwy. 75
St. Gabriel, LA 70776

We repackage the chlorine (Bid Items Numbers 6 & 7) at this facility, also located at:

Brenntag Southwest, Inc. – St. Gabriel
4205 Hwy. 75
St. Gabriel, LA 70776



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, September 19, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Chlorine&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Chlorine&)

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

Brenntag Southwest

Route 2, Box 352-200

Nowata, OK 74048

United States

800-722-3145

918-273-2265

Visit this company's website (<http://www.brenntag.com>)

Facility : St. Gabriel, LA

Chlorine[1] [CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[1] All Chlorine from this facility is NSF Certified, whether or not it bears the NSF Mark.

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

Facility : Catoosa, OK

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine Gas	Disinfection & Oxidation	30mg/L

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

Facility : Nowata, OK**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine Gas	Disinfection & Oxidation	30mg/L

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

Facility : Houston, TX**Chlorine[1] [CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L


[1] All Chlorine from this facility is NSF Certified, whether or not it bears the NSF Mark.

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

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

	Brenntag Southwest, Inc.	Written by:	Daniel Harris		Doc. #
	610 Fisher Rd.	Approved by:	Clay Wade		OPD 011
	Longview, TX 75604	Date:	08/17/11		Page
	(903)759-7151				1 of 2

08-17-11 Rev: Reviewed with no changes.

08-25-08 Rev: The definition of a "Tracking Number" is changed in section 5. Section 9 added to designate branch ownership of an IBC

02-11-08 Rev: New forms for picking up Empty containers are referenced and are branch specific.

SUBJECT: IBC/TON CYLINDER CONTROL AND TRACKING SYSTEM

1) PURPOSE: To track IBC's and ton cylinders.

2) SCOPE: To control inventory and purchases of IBC's and ton cylinders, while maintaining product quality throughout Brenntag Southwest, Inc.

3) RESPONSIBILITY:

- A) The Branch Manager shall be responsible for assuring that this procedure is in compliance. The Branch Manager may assign separate responsibility for office and plant activities.
- B) The Operations Manager (or designee) shall maintain records to comply with D.O.T. Each IBC Record shall contain:
 - I. Type of IBC.
 - II. D.O.T. Spec.
 - III. In-Service Date.
 - IV. Test Records.
- C) The Operations Manager must ensure that all plant personnel correctly complete the Empty Container Return form or the Residue BOL and turn it in so proper invoicing can be accomplished.

4) DOCUMENTATION:

- A) This document shall serve as the standard for controlling the inventory of IBC's and ton cylinders.
- B) Forms F060 through F071 are the branch specific Empty Container Return forms.

5) DEFINITIONS:

REFERENCE NUMBER: Number of the Bill of Lading or Invoice.


SERIAL NUMBER: Manufacturer's identification number for each IBC.

TRACKING NUMBER: Brenntag Southwest's number for tracking IBC's and cylinders. This number is the same as the Serial Number preceded by a branch letter designation.

TYPE: Bill of Lading or Invoice.

6) OPERATIONS REQUIREMENTS:

- A) A blank copy of the Empty Container Return form shall be available in each power unit used to deliver product. This is to be restocked from the Quality System Manual website.
- B) Driver, or employee loading the truck, shall enter the tracking number of the IBC or ton cylinder on the Shipping Paper, prior to delivery.
- C) Driver, or employee loading the truck, shall enter the IBC Test Due Date for each IBC being shipped on the corresponding shipping paper.
- D) Driver shall complete the Empty Container Return form or the Residue BOL when picking up empty IBC's or cylinders. This too will include the tracking number.
- E) A completed and signed copy of the Empty Container Return form or the Residue BOL shall be left with the customer.
- F) Empty IBC's require legal D.O.T. Shipping Papers.

	Brenntag Southwest, Inc.	Subject: IBC/TON CYLINDER CONTROL AND TRACKING SYSTEM		Doc. #
	610 Fisher Rd.			OPD 011
	Longview, TX 75604			Page
	(903)759-7151	Date:	08/17/11	2 of 2

- G) All IBC's and cylinders being loaded on a truck for delivery will be double checked for accuracy utilizing the established dual sign off policy.
- H) All IBC's and cylinders being unloaded in the yard as returned empties will be double-checked utilizing the dual sign off policy as well.
- I) Employees will be checking for damage, tracking numbers and if the paperwork matches the actual IBC numbers.
- J) Accurate and complete IBC and ton cylinder information must be turned in so the invoicing function can take place.

7) OFFICE REQUIREMENTS:

- A) When the Return Record has been turned in to the office, a credit memo will be issued so that the IBC or cylinder can be returned.
- B) The credit memo will be for the amount of the deposit, or if there was not a deposit, the credit memo will be for \$0.00.
- C) Once the credit memo has been issued the Return Record shall be attached to the Bill of Lading.

8) ACCOUNTING REQUIREMENTS:

- A) When that IBC or ton cylinder is returned, BEFORE the driver loads it on the truck, the Empty Container Return form or the BOL shall be prepared and signed by the customer, noting overall condition, and specific damage (such as broken hinges, plugs broken/missing, etc.).
- B) A copy of the Empty Container Return form or the completed BOL shall be left with the customer.
- C) Damaged IBC's or ton cylinders documentation shall be given to the Operations Manager and shall be distributed by him/her to:
 - I. The Vice-President of Operations,
 - II. The Branch Manager.
- D) It is the Branch Manager's responsibility to collect for damaged IBC's or ton cylinders.
- E) The customer shall be made aware that any material repair will be billed to them.
- F) The report from the driver shall be the basis for that billing.
- G) If, for any reason, a IBC or ton cylinder is so damaged as to have to be taken out of service, the customer who caused the damage shall be billed for the cost of the IBC or ton cylinder.

9) ASSIGNING TRACKING NUMBERS FOR TOTES AND TON CYLINDERS.

A branch letter designation will be added to the beginning of the serial number and this will become the tracking number that is used in the BUS. That designation is as follows:

B	Borger	L	Longview
C	Citronelle (Mobile)	N	Nowata
D	Dallas (Lancaster)	O	Odessa
E	Elmendorf	P	Port of Catoosa
G	St. Gabriel	W	Wichita
H	Houston	T	Sand Springs

Chlorine Sulfur Dioxide

Safety and Health Considerations

- 1) The properties of and hazards presented by these chemicals are identified in the MSDS
- 2) Precautions to prevent exposure:
 - A. Package compatibility; Cylinders/containers are specified by the DOT,
 - B. Cylinders/containers are to remain closed and be equipped with protective caps at all times during receiving, transfers, and storage.
 - C. Cylinders/containers are equipped with fusible plugs to prevent violent pressure ruptures from a fire or other heat source.
 - D. Cylinders/containers are to be stored in dedicated areas that are free of debris and incompatible materials
 - E. Cylinders/containers are to be properly marked and labeled.
 - F. Cylinders/containers shall be moved using the proper equipment
 - G. Employees are required to comply with the PPE policy.
- 3) Measures to take if physical contact occurs:
 - A. Remove any material; use Eye Wash and Safety Shower.
 - B. Change clothing if exposed.
 - C. If inhaled, move to fresh air
 - D. Seek medical attention
- 4) Quality control of raw materials: Not Applicable
- 5) Special or unique hazards: Compressed Liquefied Gas, Corrosive, Poison Gas

Safety Systems: Cylinders/containers are equipped with fusible plugs in order to prevent over-pressurization from heat sources.

I. Initial Start-up Procedures:

- 1) Open plant.
- 2) Inspect workplace; use Daily Area Inspection form to document results.
- 3) Resume normal operations.

A. Operating Limits Not Applicable

II. Normal Operations

A. Receiving

Products shall be received as identified in the company ISO Program (OPD 033, WI 4.10.2.6,) and in conjunction with the safety requirements of the Chlorine Institute.

- 1R) Match delivery paperwork against Purchase Order, ensure correct product, quantity, container type, etc.
- 2R) Ready unit for unloading; position at dock, set brakes, chock wheels
- 3R) Inspect cylinders/containers integrity,
- 4R) Inspect cylinders/containers for proper DOT marking and labeling
- 5R) Inspect cylinder/container to ensure protective caps are in place and secure before moving
- 6R) Record any tracking numbers and prepare for unloading; reject any questionable packages

A. Consequences of deviation and Steps to correct and or avoid deviation

CONSEQUENCE OF DEVIATING	CORRECTING DEVIATION	AVOIDING DEVIATION
1R – Receive wrong product, quantity, and or container type.	Contact shipping branch; arrange for shipment of correct product, quantity, and or container type.	Retrain employees; follow procedures
2R- Roll-away from dock incident	Set brakes, chock wheels against dock, prevent movement	Inspect units before beginning receiving operations
3R – Damaged container may leak; missing protective housing could result in damaged valve / leak, or agency fine.	Leaking containers – initiate Emergency Plan; Replace missing protective housings	Inspect incoming containers; reject damaged containers.
4R – Fined for incorrect DOT markings / labels.	Mark / label container.	Inspect incoming containers; reject improperly marked / labeled containers
5R – Valves are acceptable to damage when protective caps are missing	Inspect valve for any damage, replace protective cap using one from an empty cylinder, contact supplier for new cap	Hold empty cylinder/container in storage until missing protective housing is replaced
6R – Loss of tracking ability	Record tracking number from delivery paper	Retrain employees to follow procedures

B. Handling

Products shall be handled and stored following ISO Programs, (OPD 033, WI 4.15.7), The Chlorine Institute guidelines, the DOT Hazardous Materials rules, and other applicable regulations.

- 1H) Avoid dropping or striking cylinders/containers.
- 2H) Handle cylinders properly; individually, using hand carts, and or racks
- 3H) Handle containers properly; using cranes, hoists, forklifts, and lifting bars
- 4H) Ensure that cylinders/containers are secure while moving
- 5H) Move cylinders/containers to dedicated storage area.

CONSEQUENCE OF DEVIATING	CORRECTING DEVIATION	AVOIDING DEVIATION
1H - Cylinder/container damage Injury to personnel, Release of material	Initiate Emergency Plan Provide medical treatment Make proper repairs, contain release	Follow handling procedures Inspect areas
2H – Employee injury; damage to cylinder release of material	Provide medical treatment Initiate Emergency Plan Make proper Repairs, contain release	Follow handling procedures Inspect areas
3H – Damage to container, Injury to personnel, Release of material	Make proper repairs, contain release Initiate Emergency Plan; Provide medical treatment	Follow handling procedures Inspect areas
4H - Cylinder/container damage Injury to personnel Release of Material	Make proper repairs, contain release Initiate Emergency Plan; Provide medical treatment	Follow handling procedures Inspect areas
5H – Ship empty to customer Reaction with incompatibles Fire potential increased Cylinder/container damage	Move to proper storage area Signage- free of debris, and incompatibles, protected from traffic, secured against movement	Follow handling procedures Inspect areas

C. Storage

- 1S) Cylinders/containers are to be stored in dedicated areas; avoid subsurface areas
- 2S) Areas shall be identified; label, empty and full packages separated
- 3S) Areas shall be well drained (no standing water), free of debris, combustibles, (avoid heat sources; fire, steam lines, etc.) and incompatible materials (acids, oxidizers, flammables, etc.)
- 4S) Secure cylinders/containers to prevent movement while in storage; cylinders upright in racks secured by chains, containers blocked.
- 5S) Aisles shall be maintained to allow for proper inspection of area; cylinders grouped in small units, full containers; single stacked rows with 3' spacing at ends (empty containers may be double stacked).
- 6S) Areas shall be equipped with protective structures to protect from traffic

CONSEQUENCE OF DEVIATING	CORRECTING DEVIATION	AVOIDING DEVIATION
1S – Increased potential for: Cylinder/container damage	Place full and empty cylinders/containers in proper storage areas	Inspect areas Follow procedures
2S – Increased potential for: Cylinder/container damage Misidentified packages	Place full and empty cylinders/containers in proper storage areas	Inspect areas Follow procedures Maintain signage
3S – Increased potential for: Cylinder/container damage Reactions/spills	Place cylinders/containers in proper storage area, Keep storage areas free of all other materials	Inspect areas Follow procedures Correct any issues
4S – Increased potential for: Cylinder damage Release of material	Place cylinders in storage and secure properly in upright position	Inspect areas Maintain securement Follow procedures
5S – Increased potential for: Cylinder/container damage Release of material	Provide for inspection aisles Single row container storage	Inspect areas Maintain inspection aisles Follow procedures
6S – Increased potential for: Cylinder/container damage	Provide traffic protective barriers and or position storage area away from traffic	Inspect areas Maintain traffic protection Follow procedures

D. Loading and Shipping

Products shall be loaded and shipped following OPD 033, WI 4.15.6, WI 4.15.8, Chlorine Institute guidelines, the DOT Hazardous Materials rules, and other applicable regulations.

Loading

- 1L) Verify proper package, quantity with shipping papers
- 2L) Cylinders/containers must display the proper markings and labeling
- 3L) Cylinders/containers must have the protective housing in place
- 4L) Cylinders are to be maintained in an upright position and be loaded by hand, with a hand truck, by forklift when cylinders are in racks and by using tail-lifts provided that adequate securement is maintained during the operation
- 5L) Cylinders are to be secured against the rails of a unit to prevent movement during transportation. 3000 pound test rated straps equipped with ratchet buckles are the preferred method of securement; position straps in the 1/3 and the 2/3 high positions from bottom of cylinders, tighten until no movement is present. If more

- than 10 cylinders are to be secured in a cluster, higher strength rated straps are to be used.
- 6L) Cylinder racks are to be secured against the rails of a unit, secure racks by using two straps or chains; (cylinders inside the racks must also be secured against movement)
 - 7L) Ton containers are not to be loaded in box units
 - 8L) Containers are to be loaded with the valves/protective bonnet facing the right side (curb side) of the truck/trailer
 - 9L) Containers are to be loaded/unloaded using the proper equipment; cranes, hoists, forklifts (when using forklifts not equipped with a lifting beam, separate forks wide and keeping tilt in the far upright position, securing container against the mask, maintain low speeds).
 - 10L) Tail-lifts may used to load/unload containers provided the lift has a 5,000 pound capacity rating and there is a means of preventing the container from movement while operating the lift
 - 11L) Containers must be secured against movement;
For floor loaded containers (no cradles) each individual container is to be blocked, sets of no more than six containers are to be secured using one set of 3/8 inch, grade 4 chains (nylon straps maybe used to secure no more than one container), and rear roll-off protection is to be provided by either the use a removable guardrail (15" high contour fitting steel chock anchored to the truck/trailer bed) or by using 8" drop forged C clamps to fasten the rear-most containers together at the chimes. For cradles units, set container inside cradle, secure using cradle lock-down devices.
 - 12L) Ensure compatibility of load by following DOT Hazardous Materials Segregation chart.
 - 13L) Placard vehicle with appropriate placards.

CONSEQUENCE OF DEVIATING	CORRECTING DEVIATION	AVOIDING DEVIATION
1L – Agency fines Improper shipments	Re-verify order, compare to paperwork	Follow loading procedures
2L – Increased potential for: Improper shipment of material Improper use of material	Properly mark / label cylinders before loading	Inspect during loading Follow loading procedures
3L – Increased potential for: Cylinder/container valve damage	Replace protective housing	Inspect during loading Follow loading procedures
4L – Increased potential for: Cylinder damage Release of material Injury to personnel	Use the proper equipment Initiate Emergency Plan Provide medical treatment	Inspect loading operation Follow loading procedures

5L – Increased potential for: Loss of securement of load Cylinder damage Release of material Injury to personnel & others	Inspect and correct any securement issues Initiate Emergency Plan Provide medical treatment	Inspect load before trip and during trip, DOT Follow loading procedures
6L – Increased potential for: Loss of securement of load Cylinder damage Release of material Injury to personnel & others	Inspect and correct any securement issues Initiate Emergency Plan Provide medical treatment	Inspect load before trip and during trip, DOT Follow loading procedures
7L – Risk mitigation Higher concentration of gas in enclosed space	Use proper equipment, stop shipment	Complete DOT inspection before trip begins Follow loading procedures
8L – Increased potential for: Injury (bonnets falling from truck, Release of material	Correct position of container Call 911	Complete DOT inspection before trip begins Follow loading procedures
9L – Cylinders fall from truck during transportation; cl2 / so2 leak; public injured	Call 911	Follow securement guidelines
9L – Increased potential for: Injury to personnel Release of material Container damage	Provide medical treatment Initiate Emergency Plan Repair container / contain release	Follow proper loading DOT segregation guidelines
10L – Increased potential for: Injury to personnel Release of material Container damage	Provide medical treatment Initiate Emergency Plan Repair container / contain release	Follow loading procedures
11L – Increased potential for: Injury to personnel Release of material Container damage	Provide medical treatment Initiate Emergency Plan Repair container / contain release	Follow loading procedures
12L – Increased potential for: Injury to personnel Release of material Container damage Agency fine	Provide medical treatment Initiate Emergency Plan Repair container / contain release	Follow proper loading DOT segregation guidelines
13L – Increased potential for: Injury to personnel Release of material Container damage Agency fine	Provide medical treatment Initiate Emergency Plan Repair container / contain release	Follow loading procedures DOT Placarding rules

III. Temporary Procedures: Not Applicable

IV. Emergency Shutdown Procedures:

- 1) Emergency Shutdown is required any time a package is found to be leaking and or is exhibiting characteristics that may lead to a leak.
- 2) All Operational Employees are trained and qualified to shutdown the process
- 3) Stop normal procedures, enact and follow Emergency Plan

V. Normal Shutdown Procedures:

- 1) Inspect workplace; use Daily Area Inspection form to document results.
- 2) Close plant.

VI. Startup Procedures following an Emergency

- 1) Re-inspect workplace to ensure area is in good working order.
- 2) Resume Normal Operating Procedures.