



**BID NUMBER- 50-00143294**

**Two (2) Year Contract for the supply of Sodium Hypochlorite Solutions  
for the Jefferson Parish Department of Sewerage**

**BID DUE: September 12, 2023 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 on the Purchasing Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Purchasing Specialist II Name: SHANNA FOLSE  
Purchasing Specialist II Email: [sfolve@jeffparish.net](mailto:sfolve@jeffparish.net)  
Purchasing Specialist II Phone: 504-364-2680**

**JEFFERSON PARISH**  
**DEPARTMENT OF SEWERAGE**  
**SPECIFICATIONS FOR SODIUM HYPOCHLORITE SOLUTION**  
**(INDUSTRIAL STRENGTH) IN LARGE BULK DELIVERIES**

**BID #50-00143294**

**GENERAL**

Specifications for a two-year contract for a supply of Sodium Hypochlorite (NaOCl) (industrial strength) in large bulk deliveries, for the Jefferson Parish Department of Sewerage. The sodium hypochlorite in this specification will be used for the disinfection of wastewater at the Harvey, Marrero, Bridge City, and Eastbank Wastewater Treatment Plants. The quantity shown on this bid represents an approximate quantity to be purchased over the two-year period. Actual usage will be on an as needed basis.

**PRODUCT SPECIFICATIONS**

Chemical composition of sodium hypochlorite - (NaOCl)

Typical analysis and specifications:

- Available chlorine - minimum by weight 12.5% (as weight to volume or trade %) 15% (150/l)
- Sodium hypochlorite (NaOCl) by weight - 13.03%
- Excess alkalinity (NaOh) - by weight 0.5 to (10 g/l) to volume - 0.8%
- Specific gravity @ 20 degrees c - 1.20 to 1.21
- Chlorine (cl2) by weight gallon - 1.25 lb/gal.
- Color - pale yellow
- Odor - mild chlorine
- Weight/gallon - 10 lb./gal

**CHEMICAL SUPERFUND EXCISE TAXES**

In November 2021, President Biden signed H.R. 3684, the Infrastructure Investment and Jobs Act, into law. The Act reinstated Superfund Excise Taxes on certain chemicals, effective July 1, 2022 through December 31, 2031. The Superfund Excise Tax on chlorine is listed as \$5.40 per ton. This contract line item should be billed at 0.004 cents per gallon, as this contract unit of measure is set up in gallon quantities.

**DELIVERIES**

No deliveries shall be made without a purchase order number from the Department of Sewerage, except in the case of a Director Declared Emergency.

Delivery shall be made by tank truck (bulk), with each delivery quantity ranging from 1,000 gallons to 4,500 gallons.

Deliveries are to be made to:

1. Harvey Wastewater Treatment Plant  
2343 Paillet Avenue  
Harvey, Louisiana 70058
2. Marrero Wastewater Treatment Plant  
6250 Lapalco Blvd.  
Marrero, Louisiana 70072
3. Bridge City Wastewater Treatment Plant  
1400 Hwy 90 West  
Westwego, Louisiana 70094
4. Eastbank Wastewater Treatment Plant  
#2 Humane Way  
Harahan, Louisiana 70123

Deliveries to the Harvey and Bridge City plants must be made between 7:00 a.m. and 2:00 p.m.

The Marrero and Eastbank plants can accept deliveries 24 hours a day.

### **INVOICING**

Invoices with purchase order number and a copy of delivery tickets showing delivery date, should be sent to:

Department of Sewerage  
1221 Elmwood Park Boulevard, Suite 803  
Harahan, Louisiana 70123

### **TECHNICAL INFORMATION**

All bidders must submit material safety data sheets and product data sheets with their bid.

DATE: 8/23/2023  
BID NO.: 50-00143294

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: SFOLSE@jeffparish.net

**BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 9/12/2023 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://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**

**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. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.**

### 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 as amended.

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. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

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 local 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.

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 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](http://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 as amended. 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(l), 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.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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 electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, 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. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
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. Failure to comply with this instruction will result in bid rejection.
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. All sureties must be in original format (no copies) When 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 is 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 owed 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 to 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, and report to Owner the amount of taxes not incurred.

THIS SECTION MUST BE COMPLETED BY BIDDER:

Form fields for bidder information including FIRM NAME, ADDRESS, CITY STATE, TELEPHONE, and E-MAIL ADDRESS.

In the event that a bidder is required to file this bid, but does not wish to do so, the bidder may file a statement with the Parish stating that the bidder is not interested in the bid and that the bid will result in bid rejection.

Form fields for bidder identification including NUMBER, NUMBER, NUMBER, and NUMBER.

Form fields for bidder identification including NUMBER, NUMBER, and NUMBER.

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 JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

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 ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF N/A

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

3-5 business days

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

299

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: DPC Enterprises, LP

ADDRESS: 620 W. 10<sup>th</sup> Street

CITY, STATE: Reserve, LA ZIP: 70084

TELEPHONE: (985) 536.1172 FAX: (985) 536.7203

EMAIL ADDRESS: khilliard@dxgroup.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 by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: N/A

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 5,044,000.00

AUTHORIZED SIGNATURE: [Signature]

Kathryn "Kate" Hilliard

Printed Name

TITLE: Regional Sales Manager

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.: 50-00143294

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2,600,000.00	GL	<p>TWO YEAR CONTRACT FOR THE SUPPLY OF SODIUM HYPOCHLORITE SOLUTION (INDUSTRIAL STRENGTH) FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - SEWERAGE</p> <p>0001 - 0001 Sodium Hypochlorite Solution (Industrial Strength) per submitted specifications</p> <p>TWO (2) YEAR CONTRACT FOR THE SUPPLY OF SODIUM HYPOCHLORITE SOLUTION (INDUSTRIAL STRENGTH) FOR THE JEFFERSON PARISH SEWERAGE DEPARTMENT</p> <p>Current Contract no. 55-19893</p>	<p>\$ 1.94/gal</p> <p>* price does not include \$0.004/gal superfund tax.*</p>	<p>\$ 5,044,000.00</p>
2	1.00	GL	<p>0002 - 0002 Chemical Excise Taxes</p> <p>This tax is assessed in accordance with IRC section 4661.</p> <p>DO NOT BID ON THIS ITEM</p>	<p>XXXXXXXXXXXXXXXXXXXXXXX</p> <p>\$0.004/gal</p>	<p>\$10,400.00</p>

## **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 Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Kathryn (Kate) Hilliard  
\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Regional of DPC (Entity),  
Sales Manager Enterprises, LP  
the party who submitted a bid in response to Bid Number 50-00143294, 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  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.

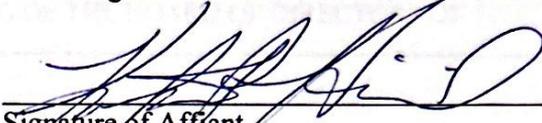
Choice B  There are **NO** debts which would require disclosure under Choice A of this section.

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

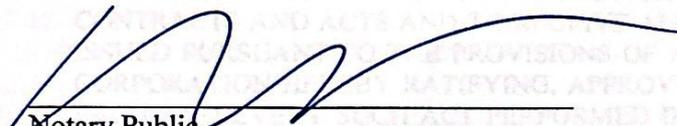
*[The remainder of this page is intentionally left blank.]*

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.

  
\_\_\_\_\_  
Signature of Affiant

Kathryn (Kate) Hilliard  
Printed Name of Affiant

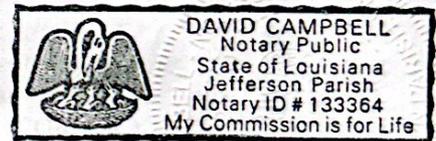
SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE Sept<sup>9<sup>th</sup></sup> DAY OF September, 2023.

  
\_\_\_\_\_  
Notary Public

David Campbell  
Printed Name of Notary

133364  
Notary/Bar Roll Number

My commission expires on my death.



\* attached \*

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

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

## **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 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 if selected below. Such insurance is due upon contract execution.

**OWNER'S PROTECTIVE LIABILITY**

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

**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.



**DPC ENTERPRISES, L.P.**

620 West 10<sup>th</sup> Street

Reserve, LA 70084

PH: 985.536.1172

FX: 985.536.7203

June 8, 2023

RE: AWWA Compliance

Dear Customer,

The chemicals provided by our Reserve, LA facility meet the following American Water Works Association Standards:

- Liquid Chlorine ANSI/AWWA B301-10
- Sodium Hypochlorite ANSI/AWWA B300-10

Thank you for the opportunity to bid on your organization's water treatment chemical requirements. If you have any questions concerning this information, please call at 985.536.1172.

Sincerely,

*Kathryn "Kate" Hilliard*

Kathryn "Kate" Hilliard  
Regional Sales Manager  
DPC Enterprises, L.P.



**DPC ENTERPRISES, L.P.**

620 West 10<sup>th</sup> Street  
Reserve, LA 70084  
PH: 985.536.1172  
FX: 985.536.7203

## Louisiana Preference

DPC Enterprises, L.P. does claim Louisiana Preference in the production, repackaging, and distribution of chlorine, sodium hypochlorite, and sulfur dioxide. DPC Enterprises produces, repackages, and distributes these products at our facility at:

620 West 10<sup>th</sup> Street  
Reserve, LA 70084-6915

Please let us know if we can be of any further assistance in this matter.

Sincerely,

*Kathryn (Kate) Hilliard*

Kathryn (Kate) Hilliard  
Regional Sales Manager  
DPC Enterprises, L.P.

DPC Enterprises  
300 Jackson Hill  
Houston, TX 77007  
United States  
281-457-4283  
Visit this company's website

Facility: Reserve, LA

Division: 001  
Track Designation  
Company

Product Function  
Distribution & Delivery

Key User  
Email



The Public Health and Safety Organization

CLOSE WINDOW TO EXIT NSF LISTINGS ▶

## NSF Product and Service Listings

These NSF Official Listings are current as of Friday, March 10, 2023 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=dpc+enterprise&>

---

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

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**DPC Enterprises**  
300 Jackson Hill  
Houston, TX 77007  
United States  
281-457-4888  
Visit this company's website

**Facility : Reserve, LA**

**Chlorine[CL]**  
*Trade Designation*  
Chlorine

*Product Function*  
Disinfection & Oxidation

*Max Use*  
30 mg/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.

<b>Sodium Hydroxide[1]</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 20%	Corrosion & Scale Control Sequestering	250mg/L
Caustic Soda 25%	Corrosion & Scale Control Sequestering	200mg/L
Caustic Soda 30%	Corrosion & Scale Control Sequestering	167mg/L
Caustic Soda 50%	Corrosion & Scale Control Sequestering	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control Sequestering	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control Sequestering	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control Sequestering	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control Sequestering	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

<b>Sodium Hypochlorite[HY]</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Dixichlor	Disinfection & Oxidation	97 mg/L
Dixichlor Lite	Disinfection & Oxidation	185mg/L
Dixichlor Max	Disinfection & Oxidation	78 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	185mg/L
Sodium Hypochlorite, 10%	Disinfection & Oxidation	97 mg/L
Sodium Hypochlorite, 12.5%	Disinfection & Oxidation	78 mg/L

[HY] 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. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.



**DPC ENTERPRISES, L.P.**

300 Jackson Hill Street  
Houston, Texas 77007  
(713) 863-1947  
Fax (713) 863-8316

**Certified Copy of Corporate Resolution**

I, Connie O'Guynn, duly elected and acting Assistant Secretary of DPC Enterprises, GP, LLC, a Delaware Limited Liability Company (the "Company"), hereby certify that the following resolution was adopted by unanimous consent of the Directors, and has not been amended or rescinded, and is still in full force and effect:

BE IT RESOLVED, Kathryn Hilliard (Kate), Regional Sales Manager for DPC Enterprises, L.P. be, and is hereby appointed, constituted and designated as agent and attorney-in-fact of the Company with full power and authority to act on behalf of this Company in all negotiations, bidding concerns, and transactions with the Jefferson Parish, Louisiana or any of its agencies, departments, employees, or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this company hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on July 6, 2023.

A handwritten signature in black ink, appearing to read 'Connie O'Guynn', written over a horizontal line.

DPC Enterprises, L.P.  
By DPC Enterprises, GP, LLC, its general partner  
By Connie O'Guynn, its Assistant Secretary

**Document Details**

**Title** Secretarys Certificate - Jefferson Parish LA 2023-07-06  
**File Name** Secretarys Certificate - Jefferson Parish LA 2023-07-06.pdf  
**Document ID** e6a094663bf3479f8d1317f08719e533  
**Fingerprint** e27f8143fb6985d5ee676dd111a33f96  
**Status** **Completed**

**Document History**

<b>Document Created</b>	Document Created by Beverley Bates (bbates@dxservice.com) Fingerprint: f4eca7fcdd7a33611ae06340802adcc	07-06-2023 02:52PM UTC
<b>Document Sent</b>	Document Sent to Connie OGuynn (coguynn@dxservice.com)	07-06-2023 02:52PM UTC
<b>Document Viewed</b>	Document Viewed by Connie OGuynn (coguynn@dxservice.com) IP: 208.189.183.196	07-06-2023 03:10PM UTC
<b>Document Signed</b>	Document Signed by Connie OGuynn (coguynn@dxservice.com) IP: 208.189.183.196 	07-06-2023 03:21PM UTC
<b>Document Completed</b>	This document has been completed. Fingerprint: e27f8143fb6985d5ee676dd111a33f96	07-06-2023 03:21PM UTC

## Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DPC ENTERPRISES, L.P.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>300 JACKSON HILL ST</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>HOUSTON, TX 77007</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[ ][ ] - [ ][ ] - [ ][ ][ ][ ]	
OR	
Employer identification number	
7 6 - 0 5 7 6 8 8 2	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>6-12-2023</b>
------------------	----------------------------	-------------------------

### General Instructions

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

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

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



**ENDORSEMENT NO. 10**

**This endorsement, effective 12:01 AM, 5/1/2023**

**Forms a part of Policy No:14260719-05**

**Issued to:DX Holding Company Inc**

**By:AIIG Specialty Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGES A, B AND E ADDITIONAL INSURED –  
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your work; or
- B. In connection with your premises owned by or rented to you.

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):

Blanket as required by written contract or written agreement

Trinity River Authority of Texas Central Region Waste Water Systems City of Lubbock

City of Roseville

City of Orlando

City of Escondido

Hoyer-Odfjell Thermal Sewer Bulk Transportation, Inc. Union

Pacific Railroad Company

Penske Truck Rental

City of Grand Prairie,  
326 W. Main Street, Grand Prairie, TX 75050 Ph: 972-237-8271

103366 (09/11)  
CI5034

PAGE 1 OF 2

ENDORSEMENT NO. 10

This endorsement, effective 12:01 AM, 5/1/2023

Forms a part of Policy No:14260719-05

Issued to:DX Holding Company Inc

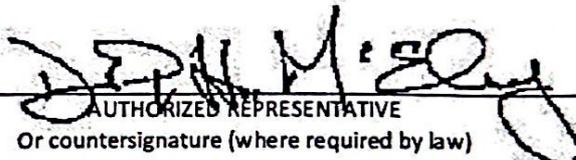
By:AIG Specialty Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

City of Cedar Rapids,  
Purchasing Services Department, 101 1st Street SE, Cedar Rapids, IA 52401  
Agreement # REQ #130090 – Liquid Chlorine Bulk

City of Los Angeles  
Department of Water and Power  
P.O. Box 51111, Room 1114  
Los Angeles, CA 90051-0100

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
Or countersignature (where required by law)

103366 (09/11)  
CI5034

PAGE 2 OF 2

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2023 Policy No. WC 0281374 - 06

Endorsement No.

Insured DX Holding Company, Inc.

Premium \$

Insurance Company Zurich American Insurance Company of Illinois

Countersigned by \_\_\_\_\_

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, 5/1/2023

Forms a part of Policy No: 14260719-05

Issued to: DX Holding Company Inc

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule below.

**SCHEDULE**

**Name of Person or Organization:**

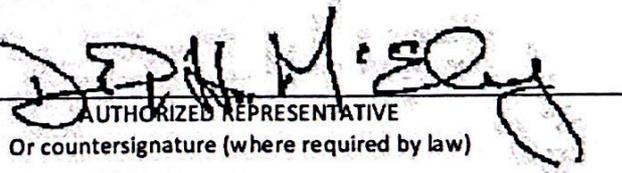
Blanket where required by written contract or agreement

The Las Vegas Valley Water District, it's members and affiliated companies, successors and assigns, including their directors, officers and employees individually and collectively within the scope of their employment  
Agreement # REQ #130090 – Liquid Chlorine Bulk

City of Los Angeles  
Department of Water and Power  
P.O. Box 51111, Room 1114  
Los Angeles, CA 90051-0100

Board of Regents of the University of Texas System ("Board") and The University of Texas at Arlington ("University"),

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
Or countersignature (where required by law)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DX HOLDING COMPANY, INC.

**Endorsement Effective Date:** 5/1/2023

**SCHEDULE**

**Insurance Company:** ZURICH AMERICAN INSURANCE COMPANY

**Policy Number:**  
BAP 0281372-06

**Effective Date:**  
5/1/2023

**Expiration Date:**  
5/1/2024

**Named Insured:** DX HOLDING COMPANY, INC.

**Address:** 300 JACKSON HILL STREET  
HOUSTON, TX 77007

**Additional Insured (Lessor):** ALL LESSORS

**Address:**

**Designation Or Description Of "Leased Autos":** ALL LEASED AUTOS

Coverages	Limit Of Insurance	
<b>Covered Autos Liability</b>	\$1,000,000	Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$1,000	Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$1,000	Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the **Cancellation Common Policy Condition**.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

**D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

### C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

### D. Driver Safety Program Liability Coverage

The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### G. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### H. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

### I. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

## 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

**Product Identifier:** **DIXICHLOR MAX**  
**Synonyms:** Bleach, Sodium Hypochlorite, Sodium Hypochlorite 12.5%  
**Intended use:** Swimming pool chlorinator, Hard surface cleaner, Water treatment chemical, Biocides  
**Uses Advised Against:** None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

**Company Identification**  
 DPC Industries, Inc.  
 DPC Enterprises, LP  
 DXI Industries, Inc.  
 DX Terminals  
 Petra Chemical Company  
 PO Box 24600  
 Houston, TX 77229-4600

**Emergency**  
**CHEMTREC (USA)** (800) 424-9300  
**24 hour Emergency Telephone No.** (281) 457-4888  
 www.dxgroup.com

## 2. Hazard identification of the product

<b>Physical hazards</b>	Corrosive to metals	Category 1
<b>Health hazards</b>	Skin corrosion/irritation	Category 1C
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
<b>Environmental hazards</b>	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 2

### Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



<b>Signal Word</b>	<b>Danger</b>
<b>Hazard Statements</b>	CORROSIVE. Causes serious eye damage. Causes severe skin burns. Causes damage to respiratory system when inhaled. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals.
<b>Precautionary Statements</b>	
<b>Prevention</b>	Do not breathe mist / vapors / spray. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Keep only in original container. Use in well ventilated area. Store in corrosive resistant container with a resistant inner liner.
<b>Response</b>	<p>IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.</p> <p>IF ON SKIN: Remove / Take off immediately all contaminated clothing. Wash with plenty of soap and water.</p> <p>IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell.</p> <p>IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. Wash contaminated clothing before reuse. Collect spillage.</p>
<b>Storage</b>	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
<b>Disposal</b>	Dispose of contents / container in accordance with local / national regulations.

## Safety Data Sheet

### 3. Composition/information on ingredients

Synonyms: Bleach, Sodium Hypochlorite, Sodium Hypochlorite 12.5%

Ingredient	CAS Number	Percent (%)	GHS Classification	NOTES
Sodium hypochlorite.	7681-52-9	12.5 - 15.6	Skin Corr. 1B; Aquatic Acute 1; Eye Dam. 1 .	[1]
Sodium chloride	7647-14-5	9 - 10	Not classified	[1]
Sodium hydroxide	1310-73-2	0.5 - 2	Skin Corr. 1A;H314 Met. Corr. 1;H290	[1][2]

In accordance with paragraph (i) of §1910.1200, the specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret.

[1] Substance classified with a health or environmental hazard.

[2] Substance with a workplace exposure limit.

\*The full texts of the phrases are shown in Section 16.

### 4. First Aid Measures

<b>General</b>	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
<b>Inhalation</b>	Move victim to fresh air. Call emergency medical care. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult.
<b>Eyes</b>	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart. Get medical attention. Remove contact lenses if present and easy to do - continue rinsing.
<b>Skin</b>	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser. Do NOT use solvents or thinners.
<b>Ingestion</b>	If accidentally swallowed obtain immediate medical attention. Rinse mouth. Keep at rest. Do NOT induce vomiting. If vomiting occurs, keep head low so that stomach content does not get into lungs.
<b>Most important symptoms and effects, both acute and delayed</b>	
<b>Overview</b>	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
<b>Indication of immediate medical attention and special treatment needed</b>	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
<b>General information</b>	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

<b>Recommended Extinguishing media</b>	Alcohol resistant foam, CO <sup>2</sup> , dry chemical powder, water spray. Do not use water jet.
<b>Special hazards arising from the substance or mixture</b>	Hydrogen chloride and chlorine. Chlorine gas rate of decomposition increases with the concentration with temperatures above 85 °F (30 °C). Do not breathe mist / vapors / spray.
<b>Advice for fire-fighters</b>	Wear positive pressure self-contained breathing apparatus (SCBA). Wear chemical protective clothing that is specifically recommended by the manufacturer. It may provide little or no thermal protection. Structural firefighters' protective clothing provides limited protection in fire situations ONLY; it is not effective in spill situations where direct contact with the substance is possible. Non-combustible, substance itself does not burn but may decompose upon heating to produce corrosive and/or toxic fumes. Some are oxidizers and may ignite combustibles (wood, paper, oil, clothing, etc.). Contact with metals may evolve flammable hydrogen gas. Containers may explode when heated. TOXIC; inhalation, ingestion or skin contact with material may cause severe injury or death. Contact with molten substance may cause severe burns to skin and eyes. Avoid any skin contact. Effects of contact or inhalation may be delayed. Fire may produce irritating, corrosive and/or toxic gases. Runoff from fire control or dilution water may be corrosive and/or toxic and cause pollution. ERG Guide No. 154

# Safety Data Sheet

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse. Stop leak if you can do it without risk. Prevent entry into waterways, sewers, basements or confined areas. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Local authorities should be contacted if significant spill cannot be contained.
<b>Environmental precautions</b>	Do not allow spills to enter drains or watercourses.
<b>Methods and material for containment and cleaning up</b>	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 in original containers for re-use. For waste disposal, see Section 13 of the SDS.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Wear appropriate personal protective equipment. Do not get in eyes, on skin, on clothing. Chemical attack increases with solution strength. Use with adequate ventilation. Observe good industrial hygiene practices. Do not apply heat or direct sunlight. Temperature and product concentration affect product quality and decomposition rates.
<b>Conditions for safe storage, including any incompatibilities</b>	Handle containers carefully to prevent damage and spillage. Keep container tightly closed. Store in a cool and well-ventilated place. Store in a corrosive resistant container. Consult container manufacturer for additional guidance. Store away from and do not mix with incompatible materials such as acids, ammonia, urea, oxidizers, organics and metals such as nickel, copper, tin, aluminum and iron.

## 8. Exposure controls and personal protection

### Exposure Control Parameters

CAS No.	Ingestion	Source	Value
1310-73-2	Sodium hydroxide	OSHA	TWA 2 mg/m <sup>3</sup>
		ACGIH	Ceiling: 2 mg/m <sup>3</sup>
		NIOSH	C 2 mg/m <sup>3</sup>
7647-14-5	Sodium chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
7681-52-9	Sodium hypochlorite.	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

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

<b>Respiratory</b>	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
<b>Eyes</b>	Wear face shield with safety glasses with side shields and/or safety goggles.
<b>Skin</b>	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
<b>Engineering Controls</b>	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Eye wash and safety shower must be available when handling this product
<b>Other Work Practices</b>	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

# Safety Data Sheet

## 9. Physical and chemical properties

Appearance	Clear, pale yellow, or greenish Liquid
Odor	Pungent, chlorine odor
Odor threshold	0.9 mg/m <sup>3</sup>
pH	12 - 13
Melting point / freezing point	-3 °F (-19.4 °C)
Initial boiling point and boiling range	Decomposes above 230 °F (110 °C)
Flash Point	Nonflammable
Evaporation rate (Ether = 1)	Not Established
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Measured Upper Explosive Limit: Not Measured
Vapor pressure (mmHg)	17.5 (@ 20° C)
Vapor Density	Not Established
Specific Gravity	1.20 - 1.40
Solubility in Water	Complete
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured
Other information	No other relevant information.

## 10. Stability and reactivity

Reactivity	Hazardous Polymerization will not occur.
Chemical stability	Stable under normal circumstances.
Possibility of hazardous reactions	No data available.
Conditions to avoid	Contact with incompatible materials. Acid contact will produce chlorine gas.
Incompatible materials	Any acidic material, ammonia, urea, oxidizers, organics and metals such as nickel, copper, tin, aluminum and iron.
Hazardous decomposition products	No hazardous decomposition products are known.

## 11. Toxicological information

### Acute toxicity

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/L/4hr	Inhalation Dust/Mist LC50, mg/L/4hr	Inhalation Gas LC50, ppm
Sodium hypochlorite (7681-52-9)	5,000.00, Rat - Category: 5	10,000.00, Rabbit - Category: NA	10.50, Rat - Category: 4	No data available	No data available
Sodium chloride (7647-14-5)	1,350.00, Rabbit - Category: 4	100.00, Rat - Category: 2	40.00, Mouse - Category: NA	10,500.00, Rat - Category: NA	No data available
Sodium hydroxide (1310-73-2)	6,600.00, Mouse - Category: NA	1,350.00, Rabbit - Category: 4	600.00, Mouse - Category: NA	No data available	No data available

## Safety Data Sheet

### 11. Toxicological information Acute toxicity (cont.)

Item	Hazard
Acute Toxicity (mouth)	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Ingestion may produce burns to the lips, oral cavity, upper airway, esophagus and possibly the digestive tract.
Acute Toxicity (skin)	Harmful in contact with skin.
Acute Toxicity (inhalation)	Vapors and spray mist may irritate throat and respiratory system and cause coughing.
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Eye damage/irritation	Causes serious eye damage.
Sensitization (respiratory)	No data available.
Sensitization (skin)	No data available.
Germ toxicity	No data available.
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	No data available.
Specific target organ systemic toxicity (single exposure)	May cause respiratory irritation.
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable.
Aspiration hazard	Not classified; however droplets of product may be aspirated into lungs, through ingestion or vomiting and may cause serious chemical pneumonia.

### 12. Ecological information

**Toxicity:** Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

#### Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sodium hypochlorite (7681-52-9)	0.08, Pimephales promelas	0.032, Daphnia magna	0.40 (72 hr), Dunaliella primolecta
Sodium chloride (7647-14-5)	1,100.00, Freshwater Fish	3,310.00, Daphnia magna	Not Available
Sodium hydroxide (1310-73-2)	196.00, Poecilia reticulata	40.38, Ceriodaphnia dubia	Not Available

<b>Persistence and degradability:</b>	There is no data available on the preparation itself.
<b>Bioaccumulative potential:</b>	Not Measured
<b>Mobility in soil:</b>	No data available.
<b>Results of PBT and vPvB assessment:</b>	This product contains no PBT/vPvB chemicals.
<b>Other adverse effects:</b>	No other effects are expected.

### 13. Disposal considerations

<b>Waste treatment methods:</b>	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
<b>Waste from material:</b>	The waste determination should be made in discussion between the user and the waste disposal company.
<b>Container Management:</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## Safety Data Sheet

<b>14. Transport information</b>	
UN number:	UN1791
UN proper shipping name:	Hypochlorite solutions
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Hypochlorite solutions
DOT Hazard Class:	8
DOT Label:	8
UN / NA Number:	UN1791
DOT Packing Group:	III
CERCLA/DOT RQ:	100 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Sodium hypochlorite)
Special precautions for user:	Not Applicable

<b>15. Regulatory information</b>		
Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
WHMIS Classification	D2B E	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	No
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:	No	
SARA 311/312 Chemicals and RQs (lbs) (>0.1%) :	100	
SARA 313 (TRI):	No	
CAA Section 112 Hazardous Air Pollutant:	No	
CAA Section 112R Risk Management Plan:	No	
State Regulations	N.J. RTK Substances (>1%) :	Listed
	Penn RTK Substances (>1%) :	Listed
	California Prop 65:	Not Listed

**16. Other information:**  
 EPA Registration Number: 813-15  
 NSF Maximum Use Level (STD 60): Check BOL for facility Data. (37 to 84 mg/L)

H314 Causes severe skin burns and eye damage.  
 H290. May be corrosive to metals

**Revision Information:**  
 5/2019 Section 2: Health Hazard, Skin Corrosion – Subcategory added  
 Section 3: Revised Sodium hydroxide concentration (EPA registration).

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



PO Box 24600, Houston, Texas 77229-4600  
www.dxgroup.com

## PRODUCT SPECIFICATIONS

Dixichlor Max  
Sodium Hypochlorite 12.5%  
EPA Registration No. 813 -15

	<u>Minimum</u>	<u>Maximum</u>
Sodium Hypochlorite % by weight	12.50	15.62
Available Chlorine % by weight	12.0	14.88
Excess Caustic % by weight	0.1	5.0



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: DXHO-Liberty-2023-011

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

DPC Enterprises, L.P.

620 West 10th St

Reserve, LA 70084

### OWNER:

(Name, legal status and address)

Jefferson Parish, LA - Purchasing Department

P.O. Box 9

Gretna, LA 70054

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of the amount of bid

### PROJECT:

(Name, location or address, and Project number, if any)

Supply of Sodium Hypochlorite Solutions for the Jefferson Parish Department of Sewerage - Bid Number - 50-00143294 - Jefferson Parish

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of August, 2023

(Witness)

(Witness)

Jessica Richmond

(Principal)

(Title)

(Surety)

(Title)

DPC Enterprises, L.P.

Liberty Mutual Insurance Company

Jennie Goonie, Attorney-in-Fact

(Seal)

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennie Goonie

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: *David M. Carey*

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2023



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary