

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND
DPC INDUSTRIES (FILE #6530)**

THIS CONTRACT is made and entered into this date _____, by and between DPC Industries, Inc., a corporation, whose address 300 Jackson Hill St, Houston, TX 77007, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the City's IFB # 6530 Water and Wastewater Chemicals, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's IFB#6530 (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Supplier's Proposal. (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

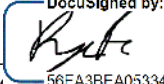
INDEMNITY

THE SUPPLIER REPRESENTS AND WARRANTS TO THE CITY THAT THE INTELLECTUAL PROPERTY SUPPLIED BY CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS IN THE CONTRACT WILL NOT INFRINGE, DIRECTLY OR CONTRIBUTORILY, ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OF ANY KIND OF ANY THIRD PARTY, AND THAT NO CLAIMS HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE OWNERSHIP OR OPERATION OF THE INTELLECTUAL PROPERTY. MOREOVER, THE CONTRACTOR DOES NOT KNOW OF ANY VALID BASIS FOR ANY SUCH CLAIMS. THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND

OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM ANY CLAIM THAT THE CITY'S EXERCISE OF ITS LICENSE RIGHTS, AND ITS USE OF THE INTELLECTUAL PROPERTY, THE SUBJECT OF THIS CONTRACT, INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR THE BREACH OF ANY OF REPRESENTATIONS OR WARRANTIES STATED IN THE CONTRACT DOCUMENTS. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER

BY:  AUTHORIZED SIGNATURE

Date: 10/20/2017

Name: Ryan Brown

Title: Territory Manager

956-345-9445

PHONE NUMBER

rbrown@dxgroup.com

EMAIL ADDRESS

2017-272124 & 2017-271974

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: TODD HILEMAN
CITY MANAGER

BY: _____

Date: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

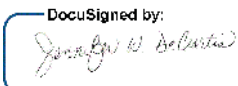
BY:  _____
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Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to dentonpurchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

3. Authorized Distributor

The supplier shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be four (4) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department.

The contract term will be one (1) year, effective from the date that the City provides notice of the award to supplier ("effective date"). The contract shall automatically renew each year on the month and day of the effective date ("renewal date"), unless either party notifies the other party in writing prior to the renewal date that the contract will not be renewed or the contract is otherwise terminated or completed. This contract may only be automatically renewed for an additional three (3) one-year periods, subject to the terms herein, without City Council approval.

5. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. The escalation/de-escalation will be based on the U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) for finished Chemicals (PCU212393212393). The stated eligible bid price will be increased or decreased based upon the annual percentage change in the PPI so long as the change is greater than the minimum threshold value of +/- 1%. The maximum escalation will not exceed +/- 8% for any individual year. **The Supplier must submit or make available the manufacturers pricing sheet used to calculate the bid proposal, to participate in the escalation/de-escalation clause.**

The Supplier's request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. The Supplier should provide documentation as a percentage of each cost associated with the unit prices quoted for consideration. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton, at its sole option, reserves the right to either: (1) accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award; or, (2) reject the increase within thirty (30) calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Supplier may request cancellation of such items from the contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. The prices in effect prior to the increase request must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The contract total shall not exceed \$745,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. the Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by

the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in

writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above

standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,

EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

- vii. The "other" insurance clause shall not apply to the City where the City is an additional

insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked

to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and

interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition

to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as,

or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this

Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any

discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the

respondent.

59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to

whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-272124

Date Filed:
10/13/2017

Date Acknowledged:
10/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DPC Industries Company
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Denton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB# 6530
Bulk Chlorine

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morian, S. Reed	Houston, TX United States	X	
	Morian, S.C.	Houston, TX United States	X	
	Karm, R.C.	Houston, TX United States	X	
	Ingram, William E.	Houston, TX United States	X	
	Hixon, William L.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



R.C. Karm
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said R.C. Karm, President, DPC Ventures, Inc., its General Partner, this the 13th day of October, 2017, to certify which, witness my hand and seal of office.




Sara S. Evans
Signature of officer administering oath

Sara S. Evans, Notary ID#1082490-4

Printed name of officer administering oath

Title of officer administering oath

Exhibit D

CERTIFICATE OF INTERESTED PARTIES			FORM 1295			
1 of 1						
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. DPC Industries, Inc. Houston, TX United States			CERTIFICATION OF FILING Certificate Number: 2017-271974 Date Filed: 10/13/2017 Date Acknowledged: 10/20/2017			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Denton						
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. IFB# 6530 Sodium Hypochlorite						
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </table>		Controlling	Intermediary
Controlling	Intermediary					
	Morian, S. Reed	Houston, TX United States	X			
	Morian, S.C.	Houston, TX United States	X			
	Karm, R.C.	Houston, TX United States	X			
	Ingram, William E.	Houston, TX United States	X			
	Hixon, William L.	Houston, TX United States	X			
5 Check only if there is NO Interested Party. <input type="checkbox"/>						
6 AFFIDAVIT <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">  <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> </div> <div style="width: 65%;"> <p>I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</p> <div style="text-align: center; margin-top: 20px;">  Signature of authorized agent of contracting business entity </div> <div style="margin-top: 20px;"> <p style="text-align: center;">Sworn to and subscribed before me, by the said <u>R.C. Karm, President</u>, this the <u>13th</u> day of <u>October</u>, 20<u>17</u>, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;">  Signature of officer administering oath </div> <div style="width: 35%;"> <p style="text-align: center;">Sara S. Evans, Notary ID#1082490-4</p> Printed name of officer administering oath </div> <div style="width: 30%;"> Title of officer administering oath </div> </div> </div> </div> </div>						

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DPC INDUSTRIES, INC.
601 West Industrial Blvd. (76031)
P.O. Box 59 Cleburne, Texas 76033-0059
Office (817) 641-4712
Fax (817) 641-4799

September 20, 2017

**IFB SUPPLY OF WATER AND WASTE WATER
TREATMENT CHEMICALS
IFB #6530**

Regards,

Ryan Brown
Territory Manager
DPC Industries, Inc.
956-345-9445
Rbrown@dxgroup.com

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IFB # 6530 EXHIBIT 1 - PRICING SHEET FOR SUPPLY OF WATER / WASTEWATER TREATMENT CHEMICALS									
(PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):					Respdnent: Location:	DPC Industries Inc. Cleburne, TX			
ITEM#	EST. ANNUAL QTY	UOM	PRODUCT DESCRIPTION	DELIVERY LOCATION / PLANT	DEPT/ PLANT	UNIT PRICE	EXTENDED PRICE	ESTIMATED DELIVERY DAYS ARO (DAYS)	NSF60 Certified Yes or No
SECTION A WATER TREATMENT CHEMICALS									
1	183,000	Lbs.	Liquid Chlorine 100% (Bulk - Full Truckload Shipments)	RRWTP	WATER / RRWTP	\$ 0.32400	\$ 59,292.00	3	Yes
2	1,800	Lbs.	Liquid Chlorine 100% (150 lbs. Cylinders 600 lb. shipments)	SWEST	WATER /LLWTP	\$ 0.80000	\$ 1,440.00	1	Yes
3	1,350,000	Wet Lbs.	Sodium Hypochlorite 12.5% Solution (Bulk 3,500-5,000 gallon truckloads)	LLWTP	WATER /LLWTP	\$ 0.07049	\$ 95,161.50	3	Yes
SECTION A WATER TREATMENT CHEMICALS					TOTAL SECTION A				
							\$ 155,893.50		
SECTION B WASTE WATER TREATMENT CHEMICALS									
1	300,000	Wet Lbs.	Sodium Hypochlorite 10% Solution (Bulk 3,500-5,000 gallon truckloads)	PCWTRP	WWTR /PCWTRP	\$ 0.06749	\$ 20,247.00	3	Yes
SECTION B WASTE WATER TREATMENT CHEMICALS					TOTAL SECTION B				
							\$ 176,140.50		
							\$ 745,000.00		
ABBREVIATIONS									
SWEST	Southwest Elevated Storage Tank- 11490 H. Lively Rd, Ponder TX 76259								
LLWTP	Lake Lewisville Water Treatment Plant 1701-B Spencer Rd, Denton TX 76205								
RRWTP	Lake Ray Roberts Water Treatment Plant 9401 Lake Ray Roberts Dam Rd, Aubrey TX 76227								
PCWTRP	Pecan Creek Water Reclamation Plant- 1100 S Mayhill Rd, Denton TX 76205								

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City of Denton
IFB #6530**.-BUSINESS OVERVIEW QUESTIONNAIRE AND FORMS****1. Contract Information (for formal contracting purposes):***The following information will be used to write a contract, should your firm be selected for award.*

- Firm's Legal Name: DPC Industries, Inc.
- Address: PO BOX 59; Cleburne, TX 76033
- Agent Authorized to sign contract (Name): Ryan Brown
- Agent's email address: Rbrown@dxgroup.com

2. Subsidiary of:**3. Organization Class (circle):**

Partnership

Corporation

Individual

Association

4. Tax Payer ID#: 75-1481408**5. Date Established:** 1946**6. Historically Underutilized Business: Yes or **No******7. Does your company have an established physical presence in the State of Texas, or the City of Denton? **Yes** or No, in which? Texas****8. Please provide a detailed listing of all products and/or services that your company provides.**

Chlorine, Sulfur Dioxide, Bleach, Caustic soda and other water treatment chemicals. We also offer chemical feed equipment.

9. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.)

No

10. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

No

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City of Denton
IFB #6530

11. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

No

12. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 "General Industry Standards" and/or 29 CFR 1926 "General Construction Standards" as they apply to your Company's customary activities?

http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

Yes

13. Resident/Non-Resident Bidder Determination:

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination, please provide the name, address and phone number of:

- a. Responding firms principle place of business: Cleburne, TX
- b. Company's majority owner principle place of business: Houston, Texas
- c. Ultimate Parent Company's principle place of business: Houston, Texas

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City of Denton
IFB #6530

14. Provide details on how firm meets the minimum qualifications stated in this Main document Section 3.

- a. The details must be completed on this form, and shall not point to another document in the respondent's proposal.
- b. Sign below and return form with final submission.

☒ DPC has been supplying the city of denton and other municipal customer for a period of longer than 3 years.

☒ Please refer to the attached references provided on your form.

☒ DPC is registered to supply the chemicals bid. Please refer to the attached NSF paperwork.

☒ DPC meets specifications listed.

I certify that our firm meets the minimum qualifications as stated in this Main document, section 3.


Signature

DPC Industries, Inc.
Company

9/20/17
Date

SUBMISSION EXCEPTIONS

Item #	Description
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This image shows a single page from a notebook or ledger. It features approximately 20 horizontal blue ruling lines spaced evenly down the page. The left edge of the page shows the binding of the book, which appears to be made of dark material. There are no markings, text, or drawings on the page itself.

Date _____


Signature

Date _____

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City of Denton
IFB #6530**SAFETY RECORD QUESTIONNAIRE**

The City of Denton desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to award of City contracts. Pursuant to Section 252.0435 of the Local Government Code, the City of Denton has adopted the following written definition and criteria for accurately determining the safety record of a respondent prior to awarding City contracts.

The definition and criteria for determining the safety record of a respondent for this consideration shall be:

The City of Denton shall consider the safety record of the respondent in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the citizens of the City of Denton, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the respondent for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of Health (TDH), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the respondent and his or her ability to perform the services or goods required by the solicitation documents in a safe environment, both for the workers and other employees of respondent and the citizens of the City of Denton.

In order to obtain proper information from respondents so that City of Denton may consider the safety records of potential contractors prior to awarding bids on City contracts, City of Denton requires that respondents answer the following three (3) questions and submit them with their submissions:

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IFB #6530**QUESTION ONE**

Has the respondent, or the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO ☒

If the respondent has indicated YES for question number one above, the respondent must provide to City of Denton, with its submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the respondent, or the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO ☒

If the respondent has indicated YES for question number two above, the respondent must provide to City of Denton, with its submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the respondent, or the firm, corporation, partnership, or institution represented by respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO ☒

If the respondent has indicated YES for question number three above, the respondent must provide to City of Denton, with its submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

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City of Denton
IFB# 6530**-REFERENCES**

Please list three (3) Government references, other than the City of Denton, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this solicitation.

REFERENCE ONEGOVERNMENT/COMPANY NAME: City of Fort WorthLOCATION: Fort Worth, TXCONTACT PERSON AND TITLE: Jack Dale; purchasing managerTELEPHONE NUMBER: (817) 392-8357EMAIL ADDRESS: jack.dale@fortworthtexas.govSCOPE OF WORK: Bulk Caustic Soda, Bulk Sodium HypochloriteCONTRACT PERIOD: Current contract holder; long time customer**REFERENCE TWO**GOVERNMENT/COMPANY NAME: City of DallasLOCATION: Dallas, TXCONTACT PERSON AND TITLE: Jerry Perry ; Buying AgentTELEPHONE NUMBER: (214) 671-9422EMAIL ADDRESS: herschel.perry@dallascityhall.comSCOPE OF WORK: Bulk Chlorine, Bulk Sodium HypochloriteCONTRACT PERIOD: Current contract holder; long time customer**REFERENCE THREE**GOVERNMENT/COMPANY NAME: North Texas MWDLOCATION: Wylie, TXCONTACT PERSON AND TITLE: Buford Green ; Assistant Water systems ManagerTELEPHONE NUMBER: (972) 442-5405EMAIL ADDRESS: Bgreen@ntmwd.comSCOPE OF WORK: Chlorine & SO2 Tons; Bulk sodium hypochloriteCONTRACT PERIOD: Current contract holder; long time customer

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City of Denton
IFB# 6530

-ACKNOWLEDGEMENT

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet (Exhibit I), without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <http://www.cityofdenton.com/index.aspx?page=397> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge receipt of following addenda to the solicitation:

Addendum No 1 Dated 9/14/17
Addendum No 2 Dated 9/15/17
Addendum No 3 Dated _____

Received YES RB
Received YES RB
Received _____

NAME AND ADDRESS OF COMPANY:

DPC Industries, Inc.

PO BOX 59;

Cleburne, TX 76033

Tel. No. 817-641-4712

Email. Cleburnesales@dxgroup.com

AUTHORIZED REPRESENTATIVE:

Signature RB

Date 9/20/17

Name Ryan Brown

Title Territory Manager

Fax No. 817-641-4799

EXHIBIT E
ADDENDUM #1 IFB#65301
SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR
CITY OF DENTON

NO OTHER CHANGES AT THIS TIME

All Documents can be obtained by accessing the City of Denton's Materials Management website at:

[https:// www.cityofdenton.com/business/solicitations-contracting](https://www.cityofdenton.com/business/solicitations-contracting)

This form must be signed and returned with your proposal.

Name: Ryan Brown

Signature: 

Company: DPC Industries, Inc.

Title: Territory Manager Date: 9/20/17

Addendum #1 to be returned with Proposal

IFB#6530- ADDENDUM #1

EXHIBIT E
ADDENDUM #2 IFB#6530
SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR
CITY OF DENTON

1. What are the sizes of the Liquid Oxygen tanks at the locations?

Addendum #1 incorrectly stated an answer to this question.

The correct Response to the Question Is:

LRRWTP (1) tank 21,250 gallons

LLWTP (2) tanks @ 9,000 gallons each; Total Capacity of 18,000 gallons

All Documents can be obtained by accessing the City of Denton's Materials Management website at:

[https:// www.cityofdenton.com/business/solicitations-contracting](https://www.cityofdenton.com/business/solicitations-contracting)

This form must be signed and returned with your proposal.

Name: Ryan Brown

Signature: 

Company: DPC Industries, Inc.

Title: Territory Manager

Date: 9/20/17

Addendum #1 to be returned with Proposal



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, July 20, 2017** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=12760&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

DPC Industries, Inc.

300 Jackson Hill

P.O. Box 130410

Houston, TX 77219-0410

United States

281-457-4888

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

Facility : Hudson, CO

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.

Sodium Hydroxide

Trade Designation

Caustic Soda 20%

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

250mg/L

Caustic Soda 25%

Corrosion & Scale Control

200mg/L

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Caustic Soda 30%	pH Adjustment	
	Corrosion & Scale Control	167mg/L
Caustic Soda 32%	pH Adjustment	
	Corrosion & Scale Control	156mg/L
Caustic Soda 50%	pH Adjustment	
	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	pH Adjustment	
	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	pH Adjustment	
	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	pH Adjustment	
	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 32%	pH Adjustment	
	Corrosion & Scale Control	156mg/L
Sodium Hydroxide 50%	pH Adjustment	
	Corrosion & Scale Control	100mg/L
	pH Adjustment	

Sodium Hypochlorite[CL]**Trade Designation****Product Function****Max Use**

Dixichlor	Disinfection & Oxidation	95 mg/L
Dixichlor Lite	Disinfection & Oxidation	200mg/L
Dixichlor Max	Disinfection & Oxidation	76 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	95 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	76 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

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

Facility : Rosemount, MN**Blended Phosphates****Trade Designation****Product Function****Max Use**

Blended Phosphates	Corrosion & Scale Control	10mg/L
	Sequestering	
Blended Sodium Phosphate	Corrosion & Scale Control	23 mg/L
	Sequestering	

Chlorine[CL]**Trade Designation****Product Function****Max Use**



Chlorine

Disinfection & Oxidation

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.

Ferric Chloride**Trade Designation****Product Function****Max Use**

Ferric Chloride Soln.

Coagulation & Flocculation

250mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Hydrofluosilicic Acid

Fluoridation

6 mg/L

Sodium Hydroxide**Trade Designation****Product Function****Max Use**

Caustic Soda 20%

Corrosion & Scale Control
pH Adjustment

250mg/L

Caustic Soda 25%

Corrosion & Scale Control
pH Adjustment

200mg/L

Caustic Soda 30%

Corrosion & Scale Control
pH Adjustment

167mg/L

Caustic Soda 50%

Corrosion & Scale Control
pH Adjustment

100mg/L

Sodium Hydroxide 20%

Corrosion & Scale Control
pH Adjustment

250mg/L

Sodium Hydroxide 25%

Corrosion & Scale Control
pH Adjustment

200mg/L

Sodium Hydroxide 30%

Corrosion & Scale Control
pH Adjustment

167mg/L

Sodium Hydroxide 50%

Corrosion & Scale Control
pH Adjustment

100mg/L

Sodium Hypochlorite[CL]**Trade Designation****Product Function****Max Use**

Dixichlor

Disinfection & Oxidation

92 mg/L

Dixichlor Max

Disinfection & Oxidation

74 mg/L

Sodium Hypochlorite 10%

Disinfection & Oxidation

92 mg/L

Sodium Hypochlorite 12.5%

Disinfection & Oxidation

74 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.

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Sodium Permanganate[PO]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SODIUM PERMANGANATE 15%	Oxidant	235mg/L
SODIUM PERMANGANATE 20%	Oxidant	176mg/L
SODIUM PERMANGANATE SOLUTION	Oxidant	176mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sulfur Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfur Dioxide	Dechlorinator & Antioxidant	10 mg/L

Facility : Omaha, NE**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	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.

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluosilicic Acid	Fluoridation	6 mg/L

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100 mg/L

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Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Dixichlor	Disinfection & Oxidation	105 mg/L
Dixichlor Max	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 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.

Facility : Albuquerque, NM**Chlorine[CL]**

Trade Designation	Product Function	Max Use
Chlorine	Disinfection & Oxidation	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.

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 32%	Corrosion & Scale Control	156mg/L

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Caustic Soda 50%	pH Adjustment	
	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	pH Adjustment	
	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	pH Adjustment	
	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	pH Adjustment	
	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 32%	pH Adjustment	
	Corrosion & Scale Control	156mg/L
Sodium Hydroxide 50%	pH Adjustment	
	Corrosion & Scale Control	100mg/L

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	105 mg/L
Dixichlor Max	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 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.

Facility : Cleburne, TX**Ammonium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Ammonia	Chloramination	25 mg/L

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	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.

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Hydrofluosilicic Acid 24-30%

Fluoridation

6 mg/L

Sodium Hydroxide**Trade Designation****Product Function****Max Use**

Caustic Soda 20%

Corrosion & Scale Control

250mg/L

pH Adjustment

Caustic Soda 25%

Corrosion & Scale Control

200 mg/L

pH Adjustment

Caustic Soda 30%

Corrosion & Scale Control

167mg/L

pH Adjustment

Caustic Soda 50%

Corrosion & Scale Control

100mg/L

pH Adjustment

Sodium Hydroxide 20%

Corrosion & Scale Control

250mg/L

pH Adjustment

Sodium Hydroxide 25%

Corrosion & Scale Control

200mg/L

pH Adjustment

Sodium Hydroxide 30%

Corrosion & Scale Control

167mg/L

pH Adjustment

Sodium Hydroxide 50%

Coagulation & Flocculation

100mg/L

pH Adjustment

Sodium Hypochlorite[CL]**Trade Designation****Product Function****Max Use**

Dixichlor

Disinfection & Oxidation

58 mg/L

Dixichlor Lite

Disinfection & Oxidation

110mg/L

Dixichlor MAX

Disinfection & Oxidation

46 mg/L

Sodium Hypochlorite 10%

Disinfection & Oxidation

58 mg/L

Sodium Hypochlorite 12.5%

Disinfection & Oxidation

46 mg/L

Sodium Hypochlorite 5.25%

Disinfection & Oxidation

110mg/L

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

Facility : Houston, TX**Sodium Hypochlorite[CL]****Trade Designation****Product Function****Max Use**

Sodium Hypochlorite 10% (Dixichlor)

Disinfection & Oxidation

70 mg/L

Sodium Hypochlorite 12.5% (Dixichlor Max)

Disinfection & Oxidation

56 mg/L

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

Facility : Sweetwater, TX

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	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.

Sodium Hydroxide

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

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	59 mg/L
Dixichlor Max	Disinfection & Oxidation	48 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	59 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	48 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine

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dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 101

Processing time was 0 seconds



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Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**Product identifier:** DIXICHLOR**Synonyms:** Bleach, Sodium Hypochlorite, Sodium Hypochlorite 10%**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
PO Box 24600
Houston, TX 77229-4600

Emergency**CHEMTREC (USA)****24 hour Emergency Telephone No.**

(800) 424-9300

(281) 457-4888

www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure	Category 1 Category 1 Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard Hazardous to the aquatic environment, long-term hazard	Category 1 Category 2
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows. <div style="text-align: center;"> </div>		
Signal Word	Danger	
Hazard Statements	Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals	
Precautionary Statements		
Prevention	Do not breathe mist / vapors / spray. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Use in well ventilated area.	
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Remove / Take off immediately all contaminated clothing. Wash with plenty of soap and water. 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. 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.	
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Bleach, Sodium Hypochlorite, Sodium Hypochlorite 10%

Ingredient	CAS Number	Percent (%)	NOTES
Sodium hypochlorite	7681-52-9	10 – 12.49	Substance classified with a health or environmental hazard.
Sodium chloride	7647-14-5	7 - 8	Substance classified with a health or environmental hazard.
Sodium hydroxide	1310-73-2	0.5 - 2	Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

4. First aid measures

General	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.
Inhalation	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.
Eyes	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.
Skin	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser. Do NOT use solvents or thinners.
Ingestion	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.
Most important symptoms and effects, both acute and delayed	
Overview	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	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
General information	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

Recommended Extinguishing media	Alcohol resistant foam, CO ² , dry chemical powder, water spray. Do not use water jet.
Special hazards arising from the substance or mixture	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.
Advice for fire-fighters	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. Avoid any skin contact. Contact with molten substance may cause severe burns to skin and eyes. 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

Personal precautions, protective equipment and emergency procedures	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.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	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

Precautions for safe handling	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.
Conditions for safe storage, including any incompatibilities	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/m3
		ACGIH	Ceiling: 2 mg/m3
		NIOSH	C 2 mg/m3
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

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Engineering Controls	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
Other Work Practices	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 ³
pH	12 - 13
Melting point / freezing point	7 °F (-13.9 °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

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

13. Disposal considerations

Waste treatment methods:	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.
Waste from material:	The waste determination should be made in discussion between the user and the waste disposal company.
Container Management:	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

14. Transport information

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

15. Regulatory information

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:** 813-16**NSF Maximum Use Level (STD 60):** Check BOL for facility Data. (46 to 105 mg/L)**Revision Information:** This is the first revision of this SDS format, changes from previous revision not applicable.

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.



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Safety Data Sheet

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
PO Box 24600
Houston, TX 77229-4600

Emergency

CHEMTREC (USA)

24 hour Emergency Telephone No.

(800) 424-9300

(281) 457-4888

www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	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.



Signal Word	Danger
Hazard Statements	Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Do not breathe mist / vapors / spray. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Use in well ventilated area.
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Remove / Take off immediately all contaminated clothing. Wash with plenty of soap and water. 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. 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.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
Disposal	Dispose of contents / container in accordance with local / national regulations.

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Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Bleach, Sodium Hypochlorite, Sodium Hypochlorite 12.5%

Ingredient	CAS Number	Percent (%)	NOTES
Sodium hypochlorite.	7681-52-9	12.5 - 15.6	Substance classified with a health or environmental hazard.
Sodium chloride	7647-14-5	9 - 10	Substance classified with a health or environmental hazard.
Sodium hydroxide	1310-73-2	0.5 - 2	Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

4. First Aid Measures

General	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.
Inhalation	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.
Eyes	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.
Skin	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser. Do NOT use solvents or thinners.
Ingestion	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.
Most important symptoms and effects, both acute and delayed	
Overview	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	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
General information	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

Recommended Extinguishing media	Alcohol resistant foam, CO ₂ , dry chemical powder, water spray. Do not use water jet.
Special hazards arising from the substance or mixture	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.
Advice for fire-fighters	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

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6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	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.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	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

Precautions for safe handling	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.
Conditions for safe storage, including any incompatibilities	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 ³
		ACGIH	Ceiling: 2 mg/m ³
		NIOSH	C 2 mg/m ³
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

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Engineering Controls	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
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

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9. Physical and chemical properties

Appearance	Clear, pale yellow, or greenish Liquid
Odor	Pungent, chlorine odor
Odor threshold	0.9 mg/m ³
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

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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

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

13. Disposal considerations

Waste treatment methods:	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.
Waste from material:	The waste determination should be made in discussion between the user and the waste disposal company.
Container Management:	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.

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14. Transport information

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

15. Regulatory information

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)

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

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.



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Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: CHLORINE, LIQUID

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Intended use: Water chlorination, water treatment chemicals, chemical synthesis. This material is a registered pesticide.

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
PO Box 24600
Houston, TX 77229-4600

Emergency:

CHEMTREC (USA)

24 hour Emergency Telephone No.

(800) 424-9300

(281) 457-4888

www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure Oxidizing gases	Liquefied gas Category 1
Health hazards	Acute toxicity, inhalation Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure Specific target organ toxicity, repeated	Category 2 Category 1 Category 1 Category 3 Category 1(Lung) exposure
Environmental hazards	Very hazardous to the aquatic environment, acute hazard	Category 1

Label elements

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



Signal Word	Danger
Hazard Statements	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Fatal if inhaled. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Keep / Store away from combustible materials. Keep reduction valves free from grease and oil. Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Wear respiratory protection.
Response	IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. 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. If eye irritation persists: Get medical advice / attention. IN CASE OF FIRE: Stop leak if safe to do so.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents / container in accordance with local / national regulations.

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3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. 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. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	<p>Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber.</p> <p>In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion.</p> <p>ERG Guide No. 124</p>

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep people away from and upwind of spill/leak. Keep out of low areas. Keep unnecessary personnel away. Ventilate closed spaces before entering them. Wear appropriate protective equipment and clothing during clean-up. Local authorities should be advised if significant spillages cannot be contained. For response to Chlorine gas it is recommended to use as a minimum level "B " protection that is compatible to Chlorine. For Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced Level "B" is the addition of a splash hood). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Responders can reference Chlorine Institute pamphlet #65 on PPE.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.
Methods and material for containment and cleaning up	Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate well, stop flow of gas or liquid if possible. If possible, turn leaking containers so that gas escapes rather than liquid. Dike far ahead of spill for later disposal. Isolate area until gas has dispersed. Neutralize spilled material with crushed limestone, soda ash or lime. Collect spillage.

7. Handling and storage

Precautions for safe handling	Avoid heat, sparks, open flames and other ignition sources. Keep away from clothing and other combustible materials. Use only chlorine-compatible lubricants. Do not use greases and oils. Do not breathe gas. Do not get in eyes, on skin, on clothing. Use in a sealed system and/or a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Contents under pressure. Keep away from heat, sparks and open flame. Secure cylinders in an upright position at all times, close all valves when not in use. Store in a well-ventilated place. Store away from incompatible materials. Store at temperatures not exceeding 131 °F (55°C) For the above specified temperature the system pressure is 225 psig.

8. Exposure controls and personal protection

Exposure Control Parameters

CAS No.	Material	Source	Type	Value
7782-50-5	Chlorine	OSHA Table Z-1 Limits	Ceiling	3 mg/m3
		US ACGIH Threshold limit values	STEL	1 ppm
		US ACGIH Threshold limit values	TWA	0.5 ppm

Engineering Controls	Should be handled in closed systems, if possible. 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. Observe Occupational Exposure Limits and minimize the risk of inhalation. Eye wash facilities and emergency shower must be available when handling this product.
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Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

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9. Physical and chemical properties

Appearance:	Amber Color Liquid. Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
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:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	0.2 - 0.4 ppm odor detection (some tolerance develops) 1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour) 5 - 15 ppm moderate irritation of upper respiratory tract 30 ppm immediate chest pain, vomiting, dyspnea, cough 40 - 60 ppm toxic pneumonitis and pulmonary edema 430 ppm lethal over 30 minutes 1000 ppm fatal within a few minutes It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hypochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.

Safety Data Sheet

11. Toxicological information

Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure

Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.

Information on toxicological effects

Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 10.0 ppm.
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):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

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
Chlorine - (7782-50-5)	14.00, Oncorhynchus mykiss	0.11, Daphnia pulex	0.76 (96 hr), Algae

Persistence and degradability:	This material is an element and not subject to biodegradation.
Bioaccumulative potential:	Will not bioaccumulate.
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No other effects are expected.

13. Disposal considerations

Waste treatment methods:	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.
Waste from material:	Use or process if possible. Chlorine may be absorbed into an alkaline solution such as caustic soda, soda ash or hydrated lime. Dispose in accordance with all applicable regulations.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations. See product label for container disposal information.

Safety Data Sheet

14. Transport information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory information

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:		A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material				
OSHA REGULATORY STATUS:		This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)				
US EPA Tier II Hazards:		Fire:	No	Immediate (Acute):	Yes	
		Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes	
		Reactive:	Yes			
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :			Yes (10-lbs)			
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :			Yes			
SARA 313 (TRI)			Yes			
OSHA PSM (29 cfr 1910.119):			Yes (2500-lbs)			
TSCA:			Chlorine			
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed	California Prop 65	Not Listed

16. Other information**EPA Registration Number:** 813-10**NSF Maximum Use Level (STD 60):** Check BOL for facility Data. (30 mg/L)**Revision Information:** This is the first revision of this SDS format, changes from previous revision not applicable.

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.





Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: Caustic Soda (All Grades)
Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution
Intended use: pH neutralizer, Pulping and Bleaching, Detergent, Soaps
Uses Advised Against: None known
Company Identification: DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Terminals
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

Physical hazards	Corrosive to metals	Category 1
Health hazards	Acute toxicity, oral Skin corrosion/irritation Serious eye damage/eye irritation	Category 4 Category 1 Category 1
Environmental hazards	Hazardous to the aquatic environment, acute hazard.	Category 3
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
 		
Signal Word	Danger	
Hazard Statements	Causes severe skin burns and eye damage. May be corrosive to metals. Harmful if swallowed.	
Precautionary Statements		
Prevention	Keep only in original container. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/ water. Wash contaminated clothing before reuse. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. 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. Collect spillage.	
Storage	Store locked up.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Caustic Soda Solution, Sodium Hydroxide Solution

Ingredient	CAS Number	Weight %	
Sodium hydroxide	1310-73-2	10 - 52	Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.
Sodium chloride	7647-14-5	1.0 - 10	Substance classified with a health or environmental hazard.

Safety Data Sheet

4. First aid measures

General	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.
Inhalation	Move victim to fresh air. 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. Call emergency medical care.
Eyes	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart and seek medical attention. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Skin	Remove contaminated clothing. Wash skin thoroughly with water for at least 15-20 minutes. Get medical attention immediately! Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting. Immediately rinse mouth and drink plenty of water. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Never give anything by mouth to an unconscious person. Do not use mouth-to-mouth method if victim ingested the substance.

Most important symptoms and effects, both acute and delayed

Overview	Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed. Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result. Symptoms may include stinging, tearing, redness, swelling, and blurred vision.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed. Keep victim under observation. EYES: Causes serious eye damage. SKIN: May be harmful in contact with skin. Causes severe skin burns and eye damage.

5. Fire-fighting measures

Extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media appropriate for surrounding area.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Do not use halogenated extinguishing agents.
Special hazards arising from the substance or mixture	Sodium oxide. Decomposition by reaction with certain metals releases flammable and explosive hydrogen gas. Do not breathe mist / vapors / spray.
Special protective equipment and precautions for firefighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed
Advice for fire-fighters	Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs, arms, and waist, should be worn. No skin surface should be exposed. Move containers from fire area if you can do so without risk. Use water spray to cool containers. ERG Guide No. 154

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained
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Safety Data Sheet

6. Accidental release measures (Cont.)

Environmental precautions	Avoid discharge into drains, waterways or onto ground. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Following product recovery, flush area with water. Small Spills: Absorb spill with vermiculite or other inert material. 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.
Methods and material for containment and cleaning up	CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover. As an immediate precautionary measure, isolate spill or leak area in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate enclosed areas.

7. Handling and storage

Precautions for safe handling	Use caution when combining with water; DO NOT add water to caustic; ALWAYS add caustic to water while stirring to minimize heat generation. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed. Store in a cool, dry, well-ventilated place. Store in corrosive resistant container with a resistant inner liner. Store away from incompatible materials (Reacts with water, acids, metals and reducing sugars (fructose)). Store at temperatures not exceeding 40°C/104°F. Compatible storage materials may include, but not be limited to, the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls and personal protection

Control Parameters

Occupational Exposure Limits

CAS No.	Ingestion	Source	Value
1310-73-2	Sodium hydroxide	OSHA	TWA 2 mg/m ³
		ACGIH	Ceiling: 2 mg/m ³
		NIOSH	Ceiling 2 mg/m ³
7647-14-5	Sodium chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Exposure controls

Eyes	Wear chemical goggles and/or face shield.
Skin	Chemical impervious gloves. Wear chemical resistant clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level, an approved respirator must be worn. Respirator type: Chemical respirator with organic vapor cartridge and full facepiece.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse. Routinely wash work clothing and protective equipment to remove contaminants.
Engineering Controls	Good general ventilation should be considered. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Safety Data Sheet

9. Physical and chemical properties

Physical State	Liquid
Appearance	Colorless to Slightly Hazy Liquid
Odor	Odorless
Odor threshold	Not Measured
pH	14
Melting point / freezing point	50 - 53 °F (10 - 11.67 °C) (50% solution)
Initial boiling point and boiling range	266 - 284 °F (130 - 140 °C) (50% solution)
Flash Point	Not Applicable
Evaporation rate	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Not Measured
Vapor pressure (Pa)	23.76 mm Hg (approximately) (77 °F (25 °C))
Relative Density	1.525 (50% solution)
Specific Gravity	1.11 - 1.53
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

Molecular formula	NaOH
Molecular weight	40.1 g/mol

10. Stability and reactivity

Reactivity	Contact with metal may release flammable hydrogen gas.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Reacts violently with strong acids. This product may react with oxidizing agents. Do not mix with other chemicals. Corrosive to aluminum, tin, zinc, copper and most alloys in which they are present including brass and bronze. Corrosive to steels at elevated temperatures above 40°C (104°F).
Incompatible materials	Oxidizing agents. Acids. Phosphorus. Aluminum. Zinc. Tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.
Hazardous decomposition products	Contact with metals (aluminum, zinc, tin) and sodium tetrahydroborate liberates hydrogen gas.

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
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
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

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

Safety Data Sheet

11. Toxicological information (Cont.)

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result.
Acute toxicity	Harmful if swallowed
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	May be harmful in contact with skin.
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Eye damage/irritation	Causes serious eye damage.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive Toxicity	No data available
Specific target organ systemic toxicity (single exposure)	Not available
Specific target organ systemic Toxicity (repeated exposure)	Not available
Aspiration hazard	Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.
Chronic effects	Prolonged exposure may cause chronic effects.

12. Ecological information

Toxicity - Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sodium hydroxide - (1310-73-2)	196.00, Poecilia reticulata	40.38, Ceriodaphnia dubia	Not Available
Sodium chloride - (7647-14-5)	1,100.00, Freshwater Fish	3,310.00, Daphnia magna	Not Available

Persistence and degradability	Expected to degrade rapidly in air.
Bioaccumulative potential	The product is not expected to bioaccumulate.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Waste treatment methods:	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Waste from material:	The waste code should be assigned in discussion between the user, the producer and the waste disposal company. Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner.
Container Management:	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

14. Transport information

Transport hazard class(es)	
UN / NA Number:	UN1824
UN Proper shipping name	Sodium hydroxide solution
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Sodium hydroxide solution
DOT Hazard Class	8
DOT Label:	8
DOT Packing Group:	II
CERCLA/DOT RQ:	1000 lbs.
Environmental hazards:	IMDG Marine Pollutant: No
Special precautions for user:	Read safety instructions, SDS and emergency procedures before handling.

15. Regulatory information

Regulatory Overview:	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. 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.	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	Yes
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		Yes
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%)	Not listed
	Penn RTK Substances (>1%)	Listed
	California Prop 65	Not listed

16. Other information

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (100 to 250 mg/L)

Revision Information: 1/1/2017 – Section 3. Sodium hydroxide - Weight % corrected (10 – 52%).

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.

EXHIBIT F

City of Denton
IFB# 6530

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -		FORM CIQ
For vendor or other person doing business with local governmental entity This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		
1	Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">DPC Industries, Inc.</div>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small>	
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin: 10px 0;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </div> <p>This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<input checked="" type="checkbox"/> I have no Conflict of Interest to disclose.	
5	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of Vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: right;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;">9/20/17</div> Date </div> </div>	

Certificate of Completion

Envelope Id: 5DD29B597D1B44C79BE1EDE15D09D13E	Status: Sent
Subject: Please DocuSign: City Council Contract 6530 DPC Industries, Inc.	
Source Envelope:	
Document Pages: 73	Signatures: 2
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Robyn Forsyth
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	robyn.forsyth@cityofdenton.com
	IP Address: 129.120.6.150

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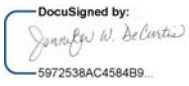
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Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional)		Sent: 10/20/2017 1:47:45 PM
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- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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