

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090260-25-J, Sodium Chlorite for the Otay Water Treatment Plant (OWTP)

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090260-25-J, Sodium Chlorite for the Otay Water Treatment Plant (OWTP) (Contractor).

RECITALS

On or about TBD, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide sodium chloride as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$2,081,362.50.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Evoqua Water Technologies LLC

Bidder

2650 Tallevast Rd

Street Address

Sarasota, FL 34243

City

9413597940

Telephone No.

utilityservicesinbox@xylem.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name: Claudia Abarca

Director

Purchasing & Contracting Department

11/05/2025

Date Signed

BY:



Signature of Bidder's Authorized Representative

David L Morano

Print Name

Sr Mgr Cust Service

Title

10/21/2025

Date

Approved as to form this 10th day of

December, 2025.

HEATHER FERBERT, City Attorney



BY:

Deputy City Attorney

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IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Evoqua Water Technologies LLC

Bidder

BY:

2650 Tallevast Road

Street Address

Print Name: _____

Sarasota, FL 34243

City

Director

Purchasing & Contracting Department

941-359-7940

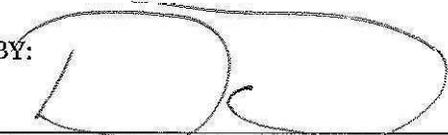
Telephone No.

Date Signed _____

utilityservicesinbox@xylem.com

E-Mail

BY:



Signature of Bidder's Authorized Representative

David L. Morano

Print Name

Sr. Manager Customer Service

Title

Approved as to form this ____ day of

06/02/2025

Date

_____, 20_____
HEATHER FERBERT, City Attorney

BY: _____

Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. **Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 **Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 **Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. **Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Reserved.

6. The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

The City of San Diego (City), Public Utilities Department, requires periodic bulk delivery of 31% (w/w) Sodium Chlorite solution (“Product”) to the Otay Water Treatment Plant (OWTP) for on-site Chlorine Dioxide generation.

B. SODIUM CHLORITE (NaClO₂) REQUIREMENTS

Contractor shall warrant that Product is manufactured, tested, packaged, shipped, and delivered in accordance with American Water Works Association (AWWA) specification B303-10 and all applicable federal and state laws. Contractor must demonstrate current NSF/ANSI 60 certification for Product manufacture.

31% Sodium Chlorite (NaClO ₂) Solution Bid Specifications	
% Sodium Chlorite (w/w)	30 – 32
% Sodium Chloride (w/w)	≤ 7.3
% Sodium Hydroxide (w/w)	≤ 1.2
% Sodium Carbonate (w/w)	≤ 0.77
% Sodium Sulfate (w/w)	≤ 1.2
% Arsenic (w/w)	≤ 0.00012
% Sodium Nitrate (w/w)	≤ 0.039
% Sodium Chlorate (w/w)	≤ 0.31
Regulated Primary Contaminants ¹	≤ MCL at MUL ¹

¹Except as noted above, the Product shall not contain any substance at a concentration that exceeds the associated EPA Primary SDWA MCL (Safe Drinking Water Act Maximum Contaminant Level) when used to treat water at a maximum use level (MUL) of 6.5 mg/L.

The Sodium Chlorite supplied under these specifications shall be clean and free from all dirt, wood, and plastic particulate matter, which would cause pumping failure. It shall contain no foreign substances, organic, or inorganic, in injurious quantities. An injurious quantity shall be defined as the minimum capable of producing ill effects on the health of those consuming water that has been treated properly with Sodium Chlorite or of causing water so treated to fail to meet current State of California drinking water standards.

C. EXPERIENCE

Bidders must have previous experience in providing Sodium Chlorite in quantities as specified in this bid document to water district, municipalities, or other large entities. Bidders shall submit three (3) references showing proof of such experience on the Contractor Standard Pledge of Compliance form (Section F. Performance History) attached with the bid.

Bidder may not include the City as a reference. Failure to provide the City with satisfactory references may be cause for Bidder to be deemed as non-responsible and/or non-responsive.

D. BID EVALUATION SAMPLE

Bidders shall submit approximately one (1) liter of Product for testing purposes, at Bidder's expense, to the following address:

City of San Diego Water Quality Laboratory
ATTN: Tiffany Blaszak or Michael Younan
5530 Kiowa Drive
La Mesa, CA 91942-1331

Samples must be submitted to the Water Quality Laboratory between 8:00 a.m. and 3:00 p.m. Pacific Time. Samples will only be accepted from Monday, May 19, 2025, to Wednesday, May 21, 2025. Samples submitted must be received before 3:00 p.m. on Wednesday, May 21, 2025. If Bidder fails to submit a sample by the sample due date and time, the bid response will be rejected and the Bidder deemed as non-responsive to the bid. Sample material shall include, at a minimum, Name of Bidder, and Date of Delivery. Please contact Michael Younan, Assistant Chemist at (619) 668-3260 to schedule a time to drop off or deliver the sample.

Physical and chemical testing shall follow the methods contained in AWWA B303-18 EPA 300.0; EPA 300.1; and EPA 200.8.

Each Bidder shall warrant that their Product evaluation samples are substantially equivalent to their Products in bulk; and that all Product delivered in bulk under the term of this Contract shall consistently satisfy the chemical and physical requirements specified herein. The City reserves the right to request additional samples for evaluation purposes through the Contract term.

E. PRODUCT DELIVERY REQUIREMENTS

Contractor shall make deliveries to the water filtration plant location listed below. The City reserves the right to add or remove delivery locations throughout the Contract period at no additional cost to the City. Delivery trucks used for transport of the Sodium Chlorite must be equipped with at least one (1) emergency repair kit for each tank carried and one (1) self-contained breathing apparatus. Trucking personnel must be trained in the proper use of this equipment. Contractor must properly secure the safety seal to the truck and record the safety seals to the bill of lading.

Otay Filtration Plant
1500 Wueste Road
Chula Vista, CA 91910

Up to 45,000 gallons per year may be used for water treatment.

All deliveries must be accompanied by an invoice or delivery receipt, which includes the amount of Sodium Chlorite and price of the item being delivered. A copy of this document tickets must reference applicable Purchase Order number.

Vendor must insure safety seals are properly secured to the truck and that safety seals are

Goods and Services ITB
Revised: April 29, 2016
OCA Document No. 1277089

properly recorded on the paperwork for each delivery.

Orders shall be delivered within ten (10) business days after receipt of order.

F. EMERGENCY ORDERS/DELIVERIES

In an emergency, the City may order and require delivery of Product within twenty-four (24) hours. In the event the Contractor is unable to deliver within this time frame the City reserves the right to purchased off-contract.

In addition, if at any time the Contractor fails to deliver Product within time indicated in this ITB and this causes any plant to run short of Product or run the risk of being totally out of the Product, the City reserves the right to purchase off-contract. If under such circumstances it becomes necessary for the City to obtain the Product on a n emergency basis (due to the failure of the Contractor to deliver, or apparent likelihood that Contractor will be unable to deliver) the City will bill Contractor for the difference in cost between the Contract price and the price the City paid for the emergency delivery.

Furthermore, should the City be subjected to fines or any other expenses as a result of Contractor's or agents of the Contractor's failure to deliver the Product herein specified, Contractor will be held liable to the City for reimbursement of the entire amount of expense imposed upon the City because of late or non-delivery.

G. BACKORDERS

Contractor shall ship Product in the quantities shown on a Purchase Order. Backorders are unacceptable without prior City approval. Unauthorized backorders may be cause for Contract termination. The City reserves the right to evaluate the number of backorders to determine if backorders are negatively affecting the City's daily operations, which may be cause for termination of the Contract.

H. SUBSTITUTIONS

No substitutions of items bid shall be permitted without review and written authorization from the City. The City shall be given a thirty (30) day notice of any proposed substitution.

I. FREIGHT CARRIER

It is the Contractor's responsibility to ensure that their freight carriers have proper Commercial General Liability, Automobile Liability, and Workers' Compensation insurance coverage. The City is not responsible for this material until it has been delivered. Therefore, the City accepts no liability of this material prior to delivery or while it is under the Contractor's possession, control, or under freight carriers' possession or control.

J. ADDITIONAL SAFETY DATA SHEETS REQUIREMENTS

The City of San Diego requires all vendors supplying chemicals to comply with the Globally Harmonized System (GHS) adopted deadlines for manufacturers and distributors.

The Contractor shall send one (1) copy of the SDS for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety

procedures. Only those Products whose label and SDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

An electronic version of the SDS for each chemical on this Contract shall be furnished to the Otay Water Operations Supervisor. Updates shall be provided as soon as they become available. Failure to comply with this requirement may be grounds for termination of the Contract.

K. ADDITIONAL INSURANCE

Additional Insurance. In addition to the insurance requirements provided in the City's General Contract Terms and Provisions, Article VII, Section 7.2 (Insurance), Contractor shall also maintain and provide evidence of the following insurance to the City:

- 1. Commercial Pollution Liability Insurance.** Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of hazardous wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and with a four million dollar (\$4,000,000) annual aggregate. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.

Occurrence based policies shall be procured before performance commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before performance commences, shall be maintained for the duration of the Contract, and shall include a 12-month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for 12 months after the completion of performance under the Contract without advancing the retroactive date. Except as provided under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

- 2. Contractors Hazardous Transporters Pollution Liability Insurance.** Including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic wastes, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and with a four million dollar (\$4,000,000) annual aggregate. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification

Goods and Services ITB

Revised: April 29, 2016

OCA Document No. 1277089

of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor’s insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.

Occurrence based policies shall be procured before performance commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before performance commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of performance under the Contract without advancing the retroactive date. Except as provided under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

Required Endorsements. Contractor must maintain and provide evidence to the City of the following endorsements to the Commercial Pollution Liability Insurance and Contractors Hazardous Transporters Pollution Liability Insurance policies described above.

1. **Additional Insured.** To the fullest extent allowed by law and consistent with the limiting provisions set forth in California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising of (a) ongoing operations performed by Contractor or on Contractor’s behalf, (b) Contractor’s products, (c) Contractor’s work, e.g., Contractor’s completed operations performed by Contractor or on Contractor’s behalf, or (d) premises owned, leased, controlled, or used by Contractor.
2. **Primary and Non-Contributory Coverage.** The policy or policies must be endorsed to provide the insurance afforded is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents, and representatives shall be in excess of the Contractor’s insurance and shall not contribute to it.
3. **Severability of Interest.** The policy or policies shall provide that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability and shall provide cross-liability coverage.

L. TERMINATION

The Contract may be terminated if the Contractor fails on more than one (1) occasion, at any time during the Contract period, to deliver the Product within the time stated in this the ITB, and if late or non-delivery causes any plant to run short of Sodium Chlorite or to run the risk of being entirely out of Sodium Chlorite. The City of San Diego will be the sole judge of whether or not to place an emergency order for the Product. Furthermore, the Contract

may be terminated if the Contractor fails to meet any other obligation of the specifications of this ITB (see Article IV of the General Contract Terms and Provisions).

M. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

N. PRICING SCHEDULE

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations for these estimated quantities shall not entitle the Contractor to an adjustment in the Unit Prices or to any additional compensation. The City shall not be obligated to purchase the Contractor's excess inventory of the Product.

Product shall be delivered FOB Destination. Pricing shall include all freight, freight surcharges, and any other hazard and/or delivery fees.

Bidder shall complete the Pricing Schedule in its entirety to include the estimated annual bid total and estimated total Contract value per the five (5) year the Contract term.

The Sodium Chlorite to be purchased for this section of the Contract is for water treatment and is therefore not subject to California State Sales Tax. The City's Resale Number is SRFR-25027328.

SECTION A: Sodium Chlorite

Item No.	Est. Annual Qty.	U/M	Description	Unit Price (per gallon)	Extension (Est. Annual Qty. x Unit Price)
1.	45,000	GAL	Sodium Chlorite 31% by Weight Solution	\$ 8.81	\$396,450.00
Estimated Section A Total:					\$ 396,450.00
Estimated Total Contract Total Value: (Est. Section A Total x 5 year Contract Term)					\$ 1,982,250.00

Bidder shall provide the following information with the Pricing Schedule as part of the bid submittal:

Manufacturer: OxyChem

Address of Manufacturer: 6200 S. Ridge Road, Wichita, KS 67215-8822

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II
CONTRACT ADMINISTRATOR**

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

ITB for Sodium Chlorite for Otay Water Treatment Plant (OWTP)
 10090260-25-J

B. BIDDER/PROPOSER INFORMATION:

Evoqua Water Technologies LLC			
Legal Name		DBA	
2650 Tallevast Road	Sarasota	FL	34243
Street Address	City	State	Zip
David L. Morano	(941) 359-7940	(941) 359-7985	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

None

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ 26.00 _____
		Market	\$ _____

Limited Liability Company Date formed: 03/28/2013 State of formation: DE

List the name, title and address of members who own ten percent (10%) or more of the company:

Please see attached list

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

10% Ownership Disclosure for Evoqua Water Technologies LLC (“the Company”)

EWT Holdings III Corp. owns 100% of the issued & outstanding membership interests of the Company.

EWT Holdings II Corp. owns 100% of the issued & outstanding stock of EWT Holdings III Corp.

Evoqua Water Technologies Corp. owns 100% of the issued & outstanding stock of EWT Holdings II Corp.

Xylem Inc. owns 100% of the issued & outstanding stock of Evoqua Water Technologies Corp.

*210 6th Avenue, Suite 3300
Pittsburgh, PA 15222
Attn: General Counsel*

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No See Attachment A

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: J.P. Morgan Chase

Point of Contact: Jackie Bet

Address: 28563 Network Place, Chicago, IL 60673-1285

Phone Number: (214) 965-3139

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2013049757 Year Issued: 2024

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No See Attachment A

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No See Attachment A

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No See Attachment A

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No See Attachment A

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Sweetwater Authority

Contact Name and Phone Number: Giovanni Outlaw, 619-409-6803
Contact Email: goutlaw@sweetwater.org
Address: 210 Sixth Ave. Suite 3300, Pittsburgh, PA 15222
Contract Date: July 1, 2024
Contract Amount: \$ 200,000.00
Requirements of Contract: Provide 31% Sodium Chlorite

Company Name: Santa Fe Irrigation District
Contact Name and Phone Number: Elijah Standing Warrior, 858-756-2569
Contact Email: estandingwarrior@sfidwater.org
Address: 18535 Aliso Canyon Rd, Rancho Santa Fe, CA 92067
Contract Date: July 1, 2022
Contract Amount: \$ 200,000.00
Requirements of Contract: Provide 31% Sodium Chlorite

Company Name: City of Glendale
Contact Name and Phone Number: Craig Hess, 623-930-3872
Contact Email: cheiss@glendaleaz.com
Address: 28101 N. 63 Rd., Glendale, AZ 85083
Contract Date: October 1, 2020
Contract Amount: \$ 275,000.00
Requirements of Contract: Provide 25% Sodium Chlorite

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes **No** See Attachment A

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes **No** See Attachment A

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No** See Attachment A

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No** See Attachment A

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 10/27/2016.

Complete all questions and sign below.

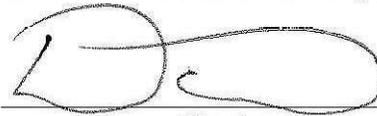
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

David L. Morano, Sr. Manager Customer Service



06/02/2025

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

As background, is owned by a publicly traded company that is traded on the NYSE under ticker symbol "XYL" and has done business continually with San Diego for over a decade and this is our fourth Pledge of Compliance. As background, Siemens Water Technologies LLC was acquired by AEA Investors in January 2014 and the name of the organization was changed to Evoqua Water Technologies LLC on January 16, 2014. Siemens Water Technologies LLC was formerly known as Siemens Industry, Inc., Water Technologies Business and, prior to that, was Siemens Water Technologies Corp. In 2024 Xylem and Evoqua stock was merged in an acquisition, but our firms name and legal structure has not changed.

Pledge of Compliance.

Evoqua Water Technologies LLC is a large company and conducts business globally, achieving annual sales in excess of US \$ 1.0 billion. Given the foregoing dynamics and size of the business, it's difficult to precisely address each item in the Pledge of Compliance. As such, and in connection with our Business Conduct Guidelines, we represent that Evoqua Water Technologies LLC is committed to both conducting business in an ethical manner and ensuring safety. A copy of our Business Conduct Guidelines is included with our response. Additional clarity or exception is provided on a section-by-section basis as noted below:

E. Financial Resources and Responsibility

E.6. Amend and restate the section as follows: "Evoqua represents that it has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. Our finances and/or significant claims, liens or judgements would be disclosed publicly in SEC filings"

F. Performance History

In connection with this Section F, Performance History, and the background information noted above, Evoqua may, from time to time, become involved in contract disputes, litigation and other claims of a type and magnitude that are common in the ordinary course of its business and which, on occasion, may include the entry or filing of judgments, suits or mechanics liens. Based on facts currently available, the Company's management does not believe that any such matter has had, or will have, a material adverse effect on the financial condition of the Company or its ability to perform any service contract with the City of San Diego.

G. Compliance

In connection with this Section G, Compliance, and the background information noted above, Evoqua may, from time to time, become involved in contract disputes, litigation and other claims of a type and magnitude that are common in the ordinary course of its business and which, on occasion, may include the entry or filing of judgments, suits or mechanics liens. Based on facts currently available, the Company's management does not believe that any such matter has had, or will have, a material adverse effect on the financial condition of the Company or its ability to perform any service contract with the City of San Diego.

To the best of Evoqua's knowledge, no Officer of Evoqua Water Technologies LLC has been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract.

H. Business Integrity

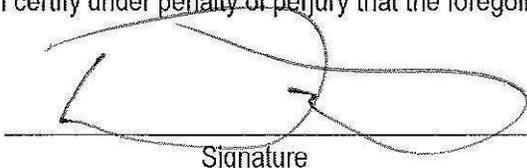
In connection with this Section H, Business Integrity, and the background information noted above, Evoqua may, from time to time, become involved in contract disputes, litigation and other claims of a type and magnitude that are common in the ordinary course of its business and which, on occasion, may include the entry or filing of judgments, suits or mechanics liens. Based on facts currently available, the Company's management does not believe that any such matter has had, or will have, a material adverse effect on the financial condition of the Company or its ability to perform any service contract with the City of San Diego.

To the best of Evoqua's knowledge, no Officer of Evoqua Water Technologies LLC has been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty. Likewise, to the best of Evoqua's knowledge, no Officer of Evoqua has been convicted or involved in any criminal or civil case regarding the bidding, awarding, or performance of a government contract.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

David L. Morano, Sr. Manager Customer Service

Print Name, Title



Signature

06/02/2025

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Evoqua Water Technologies LLC

Certified By David L. Morano Title Sr. Manager Customer Service



 Name

 Signature

Date 06/02/2025

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Evoqua Water Technologies LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2650 Tallevast Road

City: Sarasota County: Manatee State: FL Zip: 34243

Telephone Number: 941-359-7940 Fax Number: 941-359-7985

Name of Company CEO: Matthew Pine

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 14250 Gannet St.

City: La Mirada County: Los Angeles State: CA Zip: 90638

Telephone Number: 951-296-6462 Fax Number: _____ Email: utilityservicesinbox@xylem.com

Type of Business: Manufacturer/Supplier Type of License: _____

The Company has appointed: Beth Roberts

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 210 Sixth Ave. Suite 3300, Pittsburgh, PA 15222

Telephone Number: 724-772-1242 Fax Number: _____ Email: elizabeth.roberts@xylem.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Evoqua Water Technologies LLC

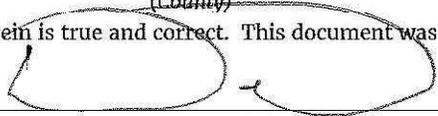
(Firm Name)

Manatee, Florida hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 2nd day of June, 2025



(Authorized Signature)

David L. Morano

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Evoqua Water Technologies LLC

DATE: 06/22/2025

OFFICE(S) or BRANCH(ES): 14250 Gannet St., La Mirada, CA 90638

COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1									1	1	
Professional				1								2		1
A&E, Science, Computer														
Technical														
Sales												2	1	1
Administrative Support			1			1						2		1 1
Services														
Crafts	1		4		2		1					1		
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	6	1	2	1	1	0	0	0	7	2	4	1
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 26.00

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT -- Page 3

NAME OF FIRM: Evoqua Water Technologies LLC

DATE: 06/02/2025

OFFICE(S) or BRANCH(ES): 14250 Gannet St., La Mirada, CA 90638

COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

EVOQUA WATER TECHNOLOGIES LLC
C/O RYAN TAX COMPLIANCE SERVICES, LLC
558 CLARK RD
TEWKSBURY MA 01876-1631

Certificate Number: B2013049757
Business Name: EVOQUA WATER TECHNOLOGIES LLC
Business Owner: EVOQUA WATER TECHNOLOGIES LLC
Business Address: 12316 WORLD TRADE DR
SAN DIEGO CA 92128-3795
Primary Business Activity: REPAIR & MAINTENANCE
Secondary Business Activity:
Effective Date: 07/01/2024
Expiration Date: 06/30/2025

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2013049757 PIN: DOTV8
Business Name: EVOQUA WATER TECHNOLOGIES LLC
Business Owner: EVOQUA WATER TECHNOLOGIES LLC
Business Address: 12316 WORLD TRADE DR
SAN DIEGO CA 92128-3795

Primary Business Activity: REPAIR & MAINTENANCE

Secondary Business Activity:

Effective Date: 07/01/2024
Expiration Date: 06/30/2025

EVOQUA WATER TECHNOLOGIES LLC
C/O RYAN TAX COMPLIANCE SERVICES, LLC
558 CLARK RD
TEWKSBURY MA 01876-1631



Mailing Address: EVOQUA WATER TECHNOLOGIES LLC
C/O RYAN TAX COMPLIANCE SERVICES, LLC
558 CLARK RD
TEWKSBURY MA 01876-1631

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.

Business Addresses/Location

Per San Diego Municipal Code (SDMC) §31.0130, a Business Tax Certificate is required for each business location/address in the City of San Diego. Businesses will be required to self-certify that the business is allowed in the zone that applies to the property where the business activity will be conducted. Businesses may use the following on-line resource to perform self-certification:

Development Services Department's Zoning Webpage - <https://www.sandiego.gov/development-services/zoning>

Account Updates:

It is the responsibility of the Certificate holder to notify the City Treasurer in writing of any changes to the business. You can update your account information via mail at City Treasurer, PO BOX 122289, San Diego CA 92112, in person at 1200 Third Avenue, Suite 100 in Downtown San Diego or online at <https://www.sandiego.gov/btaxapplication>.

Renewal:

You can renew your certificate online using the Certificate Number and PIN located on the front side. Payments can be made at the following URL: <https://www.sandiego.gov/business taxpayment>.

Late Fees:

Businesses that fail to pay the tax within 15 days from the due date will be assessed a late fee of \$25.00 or 10% of the amount owed, whichever is greater. Beginning one calendar month from the due date of the Business Tax, a penalty of 1% per month will be added to any past due business taxes and late fees.

Business Improvement Districts (BID): BID's are authorized by State Law which allows an assessment to be placed on businesses in addition to the Business Tax assessment. If you are located within a BID you will be assessed a separate late fee of twenty-five dollars (\$25.00) or 10% whichever is greater. In addition, one percent (1%) per month beginning one calendar month following the payment due date will be added to any past due taxes and penalties.

Surcharges:

In addition to the penalties for delinquent payment, all businesses found to be operating without having a valid Business Tax Certificate will pay a surcharge of \$68.00 for businesses with 12 employees or fewer or \$250.00 for businesses with 13 employees or more. The City Treasurer bills retroactively for up to three (3) years with late fees applicable to each year (SDMC §31.0131).

Balances that remain unpaid will be referred to the City's Delinquent Accounts Program for collections. Unpaid balances are subject to a collection referral fee of 10% or \$25, whichever is greater, and interest. As required by law, you are hereby notified that a negative credit entry reflecting on your credit report may be submitted to a credit reporting agency if the amount is not paid by the due date.

Number of Employees

SDMC §31.0301 defines an employee as anyone that works ten (10) hours per week. While business owners are not considered employees; paid officers of a corporation are considered employees. Per SDMC §31.0140, new businesses may estimate the number of persons that will be employed; this is subject to subsequent verification by the City. For existing businesses, the employee count can be computed by one of the following methods:

- The average number of persons employed over a twelve month period (SDMC §31.0301(a))
- The number of persons appearing on payroll immediately prior to the certificate expiration date (SDMC §31.0140(e))



AFFIDAVIT OF COMPLIANCE

Evoqua Water Technologies LLC Sodium Chlorite (AKTA Klor 25), manufactured by OxyChem (Wichita, KS) complies with A.W.W.A. B303-18 specifications, including purity levels, chemical requirements, and physical requirements. In addition, the National Sanitation Foundation (NSF) International certifies OxyChem's Sodium Chlorite for use in potable drinking water. Akta Klor 25 is made in an ISO 9001:2015 facility located in United States of America. The sodium chlorite manufactured by OxyChem and distributed by Evoqua Water Technologies LLC is used in over 100 public water treatment systems.

EPA #: 21164-6

The product is warranted to meet the specifications upon delivery and will be replaced or credited if applicable. The product's shelf life is in excess of 1 year if stored per manufacturer's recommendations.

A handwritten signature in black ink, appearing to read "David L. Morano", written over a horizontal line.

David L. Morano
Sr. Manager Customer Service, Utility Services



Basic Chemicals

Sales Specification

Sodium Chlorite (NaClO₂)

AktaKlor 25 (25% Active Sodium Chlorite)

COMPONENT

SPECIFICATIONS

Sodium Chlorite, wt% as NaClO ₂	24.25 - 25.75
Sodium Chlorate, wt% as NaClO ₃	0.5 max.
Sodium Chloride, wt% as NaCl	3.0 max.
Total Alkalinity, wt% as NaOH @ pH4	0.5 max.
Hydrogen Peroxide, wt% as H ₂ O ₂	0.01 max.
Water (by difference), wt%	68 - 76

TYPICAL PROPERTIES

Appearance	Clear, slightly yellow liquid
Turbidity, NTU	10 max
Density, lb/gal @ 25°C	10.1

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis. Product meeting the specification test items will exhibit the listed typical properties.

NSF Listed, ANSI/NSF Standard 60 (Wichita, KS/Fairmont City, IL)
Meets requirements of ANSI/AWWA B303-18

EPA Reg. No: 21164-6

CONTAINERS:

Tank Cars (fiberglass lined)-16,000 gallons
Tank Trucks (stainless steel) - 3400 gallons
Drums - 55 Gallon Plastic Drums, 565 lbs net
OCC non-returnable 330 gallon tote with steel box and plastic bottle

Form#: 644 05/2019



Occidental Chemical Corporation
A subsidiary of Occidental Petroleum Corporation

14555 Dallas Parkway, Suite 400
Dallas, TX 75254
800-752-5151

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



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, September 27, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=34810&Standard=060&>

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

Occidental Chemical Corporation

14555 Dallas Parkway

Suite 400

Dallas, TX 75254

United States

972-404-3800

Facility : # 1 Sauget, IL

Trichloroisocyanuric Acid[CL]

Trade Designation

ACL 90 Disinfecting Granules

Product Function

Disinfection & Oxidation

Max Use

30mg/L

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

Facility : # 2 Sauget, IL

Sodium Chlorite[CL]

Trade Designation

Product Function

Max Use

Technical Sodium Chlorite 50

Chlorine Dioxide Production

14mg/L

[1] These products are Certified for use in chlorine dioxide generation.

[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.

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

Facility : Fairmont City, IL

Sodium Chlorite[1] [CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 15	Chlorine Dioxide Production	35mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L
Akta Klor 37	Chlorine Dioxide Production	14mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite Solution 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite Solution 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite Solution 50	Chlorine Dioxide Production	14mg/L

[1] These products are certified for use in chlorine dioxide generation.

[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.

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

Facility : Distribution Center - Kansas City, KS

Potassium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Potash - Liquid All Grades	Corrosion & Scale Control	100mg/L

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

Facility : Wichita, KS

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30mg/L
Chlorine (Liquefied Gas Under Pressure)	Disinfection & Oxidation	30mg/L

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

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
20 Deg Hydrochloric Acid Technical	Corrosion & Scale Control	45mg/L
22 Deg Hydrochloric Acid Technical	Corrosion & Scale Control	40mg/L
6-19 Deg Hydrochloric Acid Technical	Corrosion & Scale Control	45mg/L
Hydrochloric Acid 20BE	Corrosion & Scale Control	45mg/L
Hydrochloric Acid 22 Deg Tech Bulk	Corrosion & Scale Control	40mg/L
Hydrochloric Acid 22BE	Corrosion & Scale Control	40mg/L
Hydrochloric Acid 6-19 Deg Tech Bulk	Corrosion & Scale Control	40mg/L
Hydrochloric Acid 6-19BE	Corrosion & Scale Control	45mg/L

Sodium Chlorite[1] [CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite Solution 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite Solution 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite Solution 50	Chlorine Dioxide Production	14mg/L

[1] These products are certified for use in chlorine dioxide generation.

[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

SAFETY DATA SHEET

OxyChem®

AKTA KLOR 25

North America EN
SDS No.: M47030

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 1. CHEMICAL PRODUCT / COMPANY IDENTIFICATION

Company Identification: Occidental Chemical Corporation
14555 Dallas Parkway, Suite 400
Dallas, Texas 75254-4300

24-Hour Emergency Telephone Number: 1-800-733-3665 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186

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

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

Product Identifier: AKTA KLOR 25

Trade Name: AKTA KLOR 25

Synonyms: 25% Active Sodium Chlorite Solution; Sodium Chlorite Solution; Chlorous Acid, Sodium Salt

Product Use: AKTA KLOR 25 is a registered antimicrobial pesticide (EPA Registration Number: 21164-6). It has numerous uses in potable water, food plant process water, poultry process water, CIP disinfection, oilfield water, white water paper mill systems, and industrial cooling water

Restrictions on Use (United States): This is a pesticide product; do not use in a pesticide application that is not approved by the EPA. EPA Reg. No. 21164-6 (Akta Klor 25).

Other Global Restrictions on Use: Not registered as a pesticide in Canada. Not registered as a pesticide in Canada. Do not sell for pesticide uses in Canada. Other restrictions on use based on local, regional, or national regulations may exist and must be determined on a case-by-case basis.

Chemical Family: Sodium Chlorite Solution

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 2. HAZARDS IDENTIFICATION

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

HEALTH CANADA HPR REGULATORY STATUS: This material is considered hazardous by the Health Canada Hazardous Products Act's Hazardous Products Regulations (HPR) (SOR/2015-17).

EMERGENCY OVERVIEW:

Color: Pale, yellow
Physical State: Liquid
Appearance: Clear to slightly yellow liquid
Odor: Slight chlorine odor

Signal Word: **DANGER**

MAJOR HEALTH HAZARDS: CAUSES SEVERE SKIN BURNS AND EYE DAMAGE. HARMFUL IF SWALLOWED. MAY CAUSE DAMAGE TO CARDIOVASCULAR SYSTEM; BLOOD; SPLEEN; DIGESTIVE SYSTEM; AND STOMACH THROUGH PROLONGED OR REPEATED EXPOSURE VIA ORAL ROUTE. MAY BE HARMFUL IN CONTACT WITH SKIN. THIS MATERIAL IS A POTENTIAL ENDOCRINE DISRUPTOR.

PHYSICAL HAZARDS: MAY BE CORROSIVE TO METALS. OXIDIZING AGENT. MAY INTENSIFY FIRE. Dried material can ignite upon contact with combustibles.

AQUATIC TOXICITY: Acute Aquatic Toxicity: Very toxic to aquatic life. Chronic Aquatic Toxicity: Harmful to aquatic life with long lasting effects.

PRECAUTIONARY STATEMENTS: Keep only in original container. Keep away from combustible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Do not breathe dust, vapor or spray mist. Wash hands and exposed skin thoroughly after handling. Do not touch eyes. Do not eat, drink, or smoke when using this product. Wear protective gloves, protective clothing, eye, and face protection. Wash contaminated clothing before reuse. Avoid release to the environment.

ADDITIONAL HAZARD INFORMATION: This material is corrosive and an oxidizer. This material is a more severe corrosive and oxidizer when dry. Dry sodium chlorite is a strong oxidizing agent. This product becomes a fire or explosive hazard if allowed to dry. This material's pH and oxidative action contribute to its health and physical hazards. If not stored in original container; store in corrosive resistant container constructed of materials identified in Section 7 of this SDS. Always package, store, transport and dispose of all waste and contaminated equipment in accordance with all applicable federal, state, and local health and environmental regulations. Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products,

AKTA KLOR 25

SDS No.: M47030
 Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
 Rev. Num. 03

chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

HAZARD CLASSIFICATION:

GHS: PHYSICAL HAZARDS:	Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer Corrosive to Metals - Category 1: May be corrosive to metals
GHS: CONTACT HAZARD - SKIN:	Category 1B - Causes severe skin burns and eye damage
GHS: CONTACT HAZARD - EYE:	Category 1 - Causes serious eye damage
GHS: ACUTE TOXICITY - ORAL:	Category 4 - Harmful if swallowed
GHS: TARGET ORGAN TOXICITY (REPEATED EXPOSURE):	Category 2 - May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route
GHS: HEALTH HAZARDS NOT OTHERWISE CLASSIFIED (HHNOC)	- Acute Toxicity [Dermal], Category 5 - May be harmful in contact with skin
HAZARDS NOT OTHERWISE CLASSIFIED (HNOC):	- AQUATIC TOXICITY - ACUTE: Category 1 (Very toxic to aquatic life) - AQUATIC TOXICITY - CHRONIC: Category 3 (Harmful to aquatic life with long lasting effects)

GHS SYMBOL: Oxidizer, Corrosive, Health hazards, Exclamation mark, Environmental hazard



GHS SIGNAL WORD: **DANGER**

GHS HAZARD STATEMENTS:

GHS - Physical Hazard Statement(s)

- May intensify fire; oxidizer
- May be corrosive to metals

GHS - Health Hazard Statement(s)

- Harmful if swallowed
- Causes severe skin burns and eye damage
- May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route

Additional Hazards - GHS Hazards Not Otherwise Classified (HNOC):

- MAY BE HARMFUL IN CONTACT WITH SKIN
- ACUTE AQUATIC HAZARD - CATEGORY 1: Very toxic to aquatic life

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

-
- CHRONIC AQUATIC HAZARD - CATEGORY 3: Harmful to aquatic life with long lasting effects

GHS - Precautionary Statement(s) - Prevention

- Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
- Keep away from combustible materials
- Keep only in original container or container compatible with product (see Section 7 - Safe Storage Conditions)
- Do not breathe mist, vapors, or spray
- Wash hands and exposed skin thoroughly after handling. Do not touch eyes
- Do not eat, drink, or smoke when using this product
- Wear protective gloves, protective clothing, eye, and face protection
- Avoid release to the environment

GHS - Precautionary Statement(s) - Response

- IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
- IF SWALLOWED: Get medical help
- IF INHALED: Remove person to fresh air and keep comfortable for breathing
- IF ON SKIN: Take off immediately all contaminated clothing. Immediately rinse with water for several minutes
- IF ON SKIN: Get medical help immediately
- Specific treatment (see "Notes to Physician" in Section 4 of the SDS)
- Wash contaminated clothing before reuse
- IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- IF IN EYES: Get medical help
- Get medical help if you feel unwell
- In case of fire: Use large amounts of water to extinguish
- Absorb spillage to prevent material damage
- Collect spillage

GHS - Precautionary Statement(s) - Storage

- Store locked up
- Store in corrosive resistant container constructed of materials identified in Section 7 of this SDS

GHS - Precautionary Statement(s) - Disposal

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

Physical Hazards of Significance Not Mentioned in GHS Classification

- According to NFPA 400, this material is classified as a Class 2 Oxidizer
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

Health Hazards of Significance Not Mentioned in GHS Classification

- May be harmful in contact with skin
- Potential endocrine disruptor

AKTA KLOR 25

SDS No.: M47030
 Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
 Rev. Num. 03

PBT and vPvB assessment:
 Not applicable

Component	U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing	EU - PBT / vPvB Status
Sodium Chlorite	Not listed	PBT/PvBT assessment does not apply Considered NOT to be an EU PBT
Sodium Chloride	Not listed	PBT/PvBT assessment does not apply Considered NOT to be an EU PBT
Sodium Chlorate	Not listed	PBT/PvBT assessment does not apply Considered NOT to be an EU PBT

Endocrine Disruptor Assessment:

The Endocrine Disruptors Exchange's (TEDX) List of Potential Endocrine Disruptors database of chemicals has one or more verified citations published, accessible, primary scientific research demonstrating effects on the endocrine system.

Component	Endocrine Screening List
Sodium Chlorite	TEDX Potential Endocrine List: Present

See Section 11: TOXICOLOGICAL INFORMATION

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	Systematic Chemical Name	Common name	CAS Number	Percent [%]
Water 7732-18-5	Dihydrogen monoxide (H ₂ O)	Water	7732-18-5	68 - 76
Sodium Chlorite 7758-19-2	Chlorous Acid, Sodium Salt	Sodium Chlorite	7758-19-2	24.25 - 25.75
Sodium Chloride 7647-14-5	Sodium Chloride (NaCl)	Sodium Chloride (Salt)	7647-14-5	1 - 5
Sodium Chlorate 7775-09-9	Chloric Acid Sodium Salt	Sodium Chlorate	7775-09-9	< 0.5

SECTION 4. FIRST AID MEASURES

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

EYE CONTACT: IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF IN EYES: Get medical help.

SKIN CONTACT: IF ON SKIN: Take off immediately all contaminated clothing. Immediately rinse with water for several minutes. IF ON SKIN: Get medical help immediately. Specific treatment (see "Notes to Physician" in Section 4 of the SDS). Wash contaminated clothing before reuse.

INHALATION: IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF INHALED: Get medical help if you feel unwell.

INGESTION: IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Get medical help.

Most Important Symptoms/Effects (Acute and Chronic [Delayed]):

Acute Symptoms/Effects:

Eye: Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eyelids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to internal eye structures.

Skin: Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second-, or third-degree burns.

Inhalation (Breathing): Breathing (Inhalation): Inhalation of airborne material may cause irritation, redness of upper and lower airways, coughing, laryngeal spasm and edema, shortness of breath, bronchi-constriction, and possible pulmonary edema. Severe and permanent scarring may occur. The pulmonary edema may develop several hours after a severe acute exposure.

Ingestion (Swallowing): Ingestion: Exposure by ingestion may cause irritation, nausea, and vomiting. Oxidation may cause significant metabolic issues such as: methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

Chronic (Delayed) Symptoms/Effects:

Repeated and prolonged skin contact may cause a dermatitis.

Protection of First-Aid Responders: Protect yourself by avoiding contact with this material. Avoid contact with skin and eyes. Do not ingest. Use personal protective equipment (PPE). Refer to Section 8 for specific PPE recommendations. At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission.

Notes to Physician:

Treat as a corrosive due to the pH of this material. For prolonged exposures and significant exposures, consider delayed injury to exposed tissues. Oxygen should be immediately administered to all symptomatic patients. Treatment is supportive care. Follow normal parameters for airway, breathing, and circulation. Ingestion of even small amounts of solution should be closely monitored for methemoglobinemia, hemolysis, and glutathione depletion, followed by renal failure. This chemical acts similarly to its related compound chlorate, and produces a drug induced G6PD deficiency. Methylene blue is the primary antidote for methemoglobinemia early in the initial stages of chlorite/chlorate intoxication. Exchange blood transfusion as the preferred course in patients with G6PD deficiency, or NDAPH methemoglobin reductase deficiency, in severely symptomatic patients if methemoglobinemia is not responsive to methylene blue treatment, and in patients with methemoglobinemia and hemolysis. Methylene blue has not been uniformly reported as effective; however, it can be considered in early poisoning if blood methemoglobin concentrations are 30% or greater, or at concentrations less than 30% in cases where other factors are also

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

contributing to circulatory compromise. Consult a medical toxicologist or Poison Center for recommendations for dosage and administration for the specific case involved. Dosing is different for neonates, children, and adults. Chlorine dioxide vapors are emitted when this product contacts acids or chlorine. If these vapors are inhaled, monitor patient closely for delayed development of pulmonary edema which may occur up to 48-72 hours post-inhalation. Following ingestion, neutralization and use of activated charcoal is not indicated. In vitro studies have shown that activated charcoal does not adsorb chlorate/chlorite ions. The benefit of decontamination after ingestion is not certain and not recommended.

Interaction with Other Chemicals Which Enhance Toxicity: Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

Medical Conditions Aggravated by Exposure: May aggravate preexisting conditions such as. Eye disorders that decrease tear production or have reduced integrity. Skin disorders that compromise the integrity of the skin. Respiratory conditions including asthma and other breathing disorders. Ingestion may induce G6PD deficiency, hemolysis and renal failure. G6PD deficiency, hemoglobinopathies, renal compromise, and conditions causing hypoxia may be aggravated by ingestion of this material.

SECTION 5. FIRE FIGHTING MEASURES

Fire Hazard: According to NFPA 400, this material is classified as a Class 2 Oxidizer. Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material. Avoid evaporation to dryness. Dried material can ignite upon contact with combustibles.

Explosive properties: This product may represent an explosion hazard if it contacts acids, chlorine, or organic materials (Refer to Sections 7 and 10).

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire. Water is the only effective extinguisher of sodium chlorite.

Unsuitable Extinguishing Media: Water is the only effective extinguisher of sodium chlorite.

Unusual Hazards: Do not allow sodium chlorite solutions to evaporate to dryness; this product becomes a fire or explosion hazard if allowed to dry and can ignite in contact with combustible materials. Contaminated clothing may become a risk factor since the liquid sodium chlorite will dry and become a fire hazard; therefore, take off immediately all contaminated clothing and wash before reuse.

Fire Fighting: Wear NIOSH approved positive-pressure self-contained breathing apparatus. Consider evacuation of personnel located downwind. Keep unnecessary people away, isolate hazard area and deny entry. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Flood with fine water spray. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

Hazardous Combustion Products: Chlorine; Oxides of sodium

Sensitivity to Mechanical Impact: Not sensitive.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

Sensitivity to Static Discharge: Not sensitive.
Lower Flammability Level (air): Not flammable
Upper Flammability Level (air): Not flammable
Flash point: Not applicable
Auto-ignition Temperature: Not applicable

GHS: PHYSICAL HAZARDS:

- Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer
- Corrosive to Metals - Category 1: May be corrosive to metals

Physical Hazards of Significance Not Mentioned in GHS Classification

- According to NFPA 400, this material is classified as a Class 2 Oxidizer
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Isolate hazard area and deny entry. Keep unnecessary and unprotected personnel from entering the area. Avoid contact with skin and eyes. If material is allowed to dry, DO NOT make airborne. DO NOT breathe dust. Wear appropriate personal protective equipment recommended in Section 8 of the SDS.

Personal Protective Equipment: Cleanup personnel must wear proper protective equipment. For Unknown Concentrations or exposures above IDLH (Immediately Dangerous to Life or Health) - Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply. Any self-contained breathing apparatus with a full facepiece. See Section 8 for information on personal protective equipment.

Emergency Procedures: Evacuate unnecessary personnel and eliminate all sources of ignition. For other than minor leaks, immediately implement predetermined emergency plan. Restrict access to the area until cleanup is complete. Stop the release if it can be done safely from a distance. Prevent material and runoff from entering sewers and waterways if it can be done safely well ahead of the release. Sodium chlorite may represent an explosion hazard if it contacts acids or chlorine. If such contact is possible, evacuation procedures must be placed into effect. Cleanup personnel must wear proper protective equipment. Notify all downstream water users of possible contamination.

Environmental Precautions: This material is harmful to aquatic life. This material is alkaline and may raise the pH of surface waters with low buffering capacity. Keep out of water supplies and sewers. Releases should be reported, if required, to appropriate agencies. See Section 12 for additional ecological information.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

Methods and Materials for Containment, Confinement, and/or Abatement: Contain spill. Spilled materials may be absorbed using non-combustible and non-organic commercial absorbents. Dampen and scoop spilled material into clean, dedicated equipment. Every attempt should be made to avoid mixing spilled material with other chemicals or debris when cleaning up. Keep collected material damp and put into drums. Dried material can ignite upon contact with combustibles. Dispose of promptly. Dispose of in accordance with all applicable regulations.

Methods and Materials for Clean-up

Recovery: Liquid sodium chlorite solutions can be absorbed using non-combustible and non-organic commercial absorbents and placed in corrosive-resistant containers. Contact OxyChem Technical Service for confirmation of other types of absorbents before utilizing.

Neutralization: Due to heat evolution during neutralization reaction, neutralization should be avoided whenever possible. Sodium chlorite neutralization procedures are available by contacting OxyChem Technical Service Department at 800-733-1165 option #1. Sodium chlorite neutralization procedures must be carried out ONLY by properly trained personnel wearing appropriate personal protective equipment and ONLY after thoroughly reviewing the neutralization procedures with manufacturer.

Final Disposal: Runoff may pollute waterways. If sodium chlorite is spilled or becomes a waste, it must be disposed of in accordance with local, state, and Federal regulations by a NPDES permitted out-fall or in a permitted hazardous waste treatment, storage, and disposal facility. For waste disposal, see section 13.

Additional Disaster Prevention Measures: Keep away from water supplies and sewers. Do not use combustible absorbents such as rags, sawdust, and other natural organic sorbents.

SECTION 7. HANDLING AND STORAGE

Handling:

Precautions for Safe Handling: Do not contaminate sodium chlorite with incompatible materials such as dirt, organic matter, oxidizers, reducing agents, chemicals, soap products, solvents, acids, paint products, or combustible materials. Do not store or transport sodium chlorite with incompatible materials. Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Triple rinse empty containers thoroughly with water and dispose of in accordance with label instructions.

Technical measures/precautions: All instrumentation should be designed to prevent possible solution freezing in the instrument. Greaseless lubricants should be used in mechanical equipment where there is a potential for leaks or spills. Pumps should not be operated against closed valves as this may result in heating solution above its decomposition temperature.

Other precautions: This material is a more severe corrosive and oxidizer when dry. This material's pH and oxidative action contribute to its health and physical hazards.

Prevention of contact: Do not breathe dust or spray mist. Wash skin and contaminated clothing thoroughly after handling. Do not eat, drink, or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves, protective clothing, eye, and face protection. Avoid contact with incompatible materials. Avoid release to the environment. If sodium chlorite is spilled on clothing, remove, and wash contaminated clothing at once to avoid the potential of fire.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

Storage:

Safe Storage Conditions: Store and handle in accordance with all current regulations and standards. (NFPA Oxidizer Class 2). Store in tightly closed, labeled containers away from combustible materials. Store in a cool, dry area. Store in a well-ventilated area. Store below 212°F (100°C). Avoid exposure to sunlight or ultraviolet light. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet). Sodium chlorite solutions exceeding 30% concentration have a greater potential to crystallize at ambient temperatures. Normally, these products should be diluted prior to storage. Where bulk storage of concentrated solutions is required, the tank must be placed in a temperature-controlled location to ensure that the product is maintained at a temperature above its crystallization point. Direct heat should not be applied to the storage tank.

Technical measures: All equipment purchased for handling and storing sodium chlorite solutions should be verified by the manufacturer or vendor to be suitable for use with sodium chlorite. Use appropriate containment to avoid environmental contamination. The storage area should not be exposed to direct sunlight or ultraviolet light. It should be fire resistant and have an effective sprinkler system with good ventilation. Do not allow solution to evaporate to dryness; this product becomes a fire or explosion hazard if allowed to dry and can ignite in contact with combustible materials. Storage conditions should comply with the requirements established by the National Fire Protection Association's NFPA 1 – Uniform Fire Code and/or NFPA 400 – Hazardous Materials Code and/or the International Code Council's (ICC) International Fire Code. Since both NFPA and ICC codes are used throughout the U.S., consult with local fire departments to determine which codes apply.

Incompatible Substances: Acids, Reducing agents, Combustible material, Oxidizing agents, Hypochlorite, Organic solvents and compounds, Garbage, Dirt, Organic materials, Household products, Chemicals, Soap products, Paint products, Vinegar, Beverages, Oils, Pine oil, Dirty rags, Sulfur-containing rubber, or any other foreign matter.

Packaging or Materials of Construction: Any containers used to store sodium chlorite solutions should be constructed of one of the following materials:

1. Fiberglass reinforced polyester with I letron 922 resin or equivalent, color natural, with UV protection, and no internal insulation
2. High density polyethylene (HDPE)
3. Titanium.

GHS: PHYSICAL HAZARDS:

- Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer
- Corrosive to Metals - Category 1: May be corrosive to metals

Physical Hazards of Significance Not Mentioned in GHS Classification

- According to NFPA 400, this material is classified as a Class 2 Oxidizer
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

REGULATORY EXPOSURE LIMIT(S):

This product does not contain any components that have regulatory occupational exposure limits (OEL's).

NON-REGULATORY EXPOSURE LIMIT(S):

This product does not contain any components that have advisory (non-regulatory) occupational exposure limits (OEL's); however, the manufacturer has established internal Recommended Exposure Level(s) [REL(s)] as noted below.

Recommended Exposure Limits (REL's) are non-regulatory occupational exposure limits the manufacturer has established based on health effects data.

Component	OXY REL 8 hr TWA	OXY REL STEL	OXY REL Ceiling
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	1 mg/m ³	Not applicable	Not applicable

ENGINEERING CONTROLS: Use only in well-ventilated areas. Provide local exhaust ventilation where vapor, mist or aerosols may be generated. Where sodium chlorite dust may be present, ventilation of the work area should be accomplished as necessary to maintain concentrations in air below 1 mg/m³.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear chemical safety goggles. Where splashing or spraying is possible, use a face-shield in addition to chemical protective goggles. Provide an emergency eyewash fountain and quick drench shower in the immediate work area.

Skin and Body Protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with water, and launder clothing before reuse or dispose of properly. Leather gloves and leather boots should not be allowed in work area. Clothing should be rinsed with water before disposal.

Hand Protection: Wear appropriate chemical resistant gloves. Consult a glove supplier for assistance in selecting an appropriate chemical resistant glove.

Protective Material Types: Neoprene.

Respiratory Protection: A NIOSH approved full-face respirator equipped with N95 (dust, fume, mist) cartridges may be permissible when symptoms have been observed that are indicative of overexposure. If chlorine or chlorine dioxide is present, an acid gas cartridge is also required. An approved self-contained breathing apparatus operated in the pressure demand mode or an airline respirator with escape pack is required when an air purifying respirator is not adequate or for spills / emergencies of unknown concentrations. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

HYGIENE MEASURES: Obtain proper training prior to use. An emergency eyewash fountain and quick drench shower should be provided in the immediate work area. Good housekeeping practices are important where sodium chlorite is used. All spills should be contained and immediately recovered or flushed with water into a chemical sewer or a segregated holding tank or pond provided for the specific purpose of neutralization. Sodium chlorite must never be flushed to sanitary sewer or other outlet connecting to waterways to uncontrolled runoff streams. Contact local and federal authorities for applicable regulations. Recovered sodium chlorite from a spill should never be reintroduced into the process due to the high probability of contamination.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear to slightly yellow liquid
Physical State:	Liquid
Color:	Pale, yellow
Odor:	Slight chlorine odor
Melting Point/Range:	Not applicable to liquids
Freezing Point/Range:	No data available
Boiling Point °C	102.0 °C
Boiling point / boiling range	215.6 - 233.6 °F (102 - 112 °C)
Lower Flammability Level (air):	Not flammable
Upper Flammability Level (air):	Not flammable
Explosion limits:	Not applicable
Flash point:	Not applicable
Auto-ignition Temperature:	Not applicable
Decomposition Temperature:	Not applicable
pH:	>12 @ 25°C
Kinematic viscosity	No data available
Water Solubility:	Soluble
Partition Coefficient (n-octanol/water):	No data available
Vapor Pressure:	No data available
Density:	10.2 lbs/gal @ 25°C
Relative Density:	No data available
Relative Density/Specific Gravity (water=1):	1.1 to 1.3 @ 25°C
Vapor Density (air=1):	No data available
Particle Size Distribution:	Not applicable
Other Information	
Molecular Formula:	NaClO ₂
Chemical Family:	Sodium Chlorite Solution
Molecular Weight:	90.45
Explosive properties:	This product becomes a fire or explosive hazard if allowed to dry.
Oxidizing properties:	Oxidizing agent. Dry sodium chlorite is a strong oxidizing agent.
Crystallization Temperature:	-8°C (17.6°F)
Volatility:	59-85% by volume

SECTION 10. STABILITY AND REACTIVITY

Chemical Stability: Stable at normal temperatures and pressures.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

Reactivity: Not reactive under normal temperatures and pressures.

Possibility of Hazardous Reactions: Avoid heat, flames, sparks, and other sources of ignition. Avoid evaporation to dryness. Dried material can ignite upon contact with combustibles. Avoid contamination with foreign materials. Avoid exposure to sunlight or ultraviolet light.

Conditions to Avoid (e.g., static discharge, shock, or vibration): Avoid mechanical shock or impact, if contaminated.

Incompatible Substances: Acids, Reducing agents, Combustible material, Oxidizing agents, Hypochlorite, Organic solvents and compounds, Garbage, Dirt, Organic materials, Household products, Chemicals, Soap products, Paint products, Vinegar, Beverages, Oils, Pine oil, Dirty rags, Sulfur-containing rubber, or any other foreign matter.

Hazardous Decomposition Products: Chlorine dioxide is formed on contact with acids, chlorine, and hypochlorite, Thermal decomposition products include chlorine and oxides of sodium.

Hazardous Polymerization: Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS:

ACUTE TOXICITY:

Eye contact: Causes serious eye damage. Eye exposures may cause burns to the eye lids, conjunctivitis, corneal edema, and corneal burn. May cause permanent eye damage including blindness. Significant and prolonged contact may cause damage to the internal eye structures.

Skin contact: Causes severe skin burns and eye damage. May cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third-degree burns. Acute dermal toxicity was dependent on the product concentration and its physical state. The most concentrated existing form (80%) induced severe cutaneous reactions and necrosis, which may have enhanced the irritant properties and systemic availability of the product leading to an LD50 of 134 mg/kg body weight. Conversely, the 31% solution induced at most mild skin irritation thus limiting the systemic passage of the product to the blood and leading to an LD50 higher than 2000 mg/kg body weight. Dermal absorption of a 30% liquid solution ranges approximately 5 - 10%.

Inhalation: Inhalation may cause coughing, irritation (possibly severe), redness of upper and lower airways, shortness of breath, chemical burns, and possibly pulmonary edema. Pulmonary edema may develop several hours after a severe acute exposure.

Ingestion: Harmful if swallowed. Ingestion may cause irritation, nausea, and vomiting. Causes significant metabolic issues through oxidation. May induce methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

CHRONIC TOXICITY:

Sodium chlorite has produced hemolytic anemia in several animal species at concentrations of 100 mg/L or higher. In a sub-chronic study using rats, hematological alterations included decreased erythrocyte counts, hemoglobin levels, and hematocrit. Methemoglobin levels decreased in females but increased in males. There is no evidence of kidney

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

effects in humans; however, in animal studies with sodium chlorite, there is limited evidence of kidney effects. Repeated and prolonged skin contact may result in dermatitis.

SIGNS AND SYMPTOMS OF EXPOSURE:

Signs and symptoms of exposure vary, and are dependent on the route of exposure, degree of exposure, and duration of exposure.

Inhalation (Breathing): Breathing (Inhalation): Inhalation of airborne material may cause irritation, redness of upper and lower airways, coughing, laryngeal spasm and edema, shortness of breath, bronchi-constriction, and possible pulmonary edema. Severe and permanent scarring may occur. The pulmonary edema may develop several hours after a severe acute exposure.

Skin: Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second-, or third-degree burns.

Eye: Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eyelids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to internal eye structures.

Ingestion (Swallowing): Ingestion: Exposure by ingestion may cause irritation, nausea, and vomiting. Oxidation may cause significant metabolic issues such as: methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

Interaction with Other Chemicals Which Enhance Toxicity: Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

GHS HEALTH HAZARDS:

GHS: CONTACT HAZARD - SKIN: Category 1B - Causes severe skin burns and eye damage

GHS: CONTACT HAZARD - EYE: Category 1 - Causes serious eye damage

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

GHS: ACUTE TOXICITY - DERMAL: Category 5 - May be harmful in contact with skin

GHS: TARGET ORGAN TOXICITY (REPEATED EXPOSURE):

Category 2 - May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route

TOXICITY DATA:**PRODUCT TOXICITY DATA:**

LD50 Oral: 389 - 1800 mg/kg (Rat)	LD50 Dermal: > 2 gm/kg skin-rabbit	LC50 Inhalation: 0.58 mg/L (4 hr-Rat)
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COMPONENT TOXICITY DATA: The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given

Component	Oral LD50	Dermal LD50	Inhalation LC50
Sodium Chlorite 7758-19-2	165 mg/kg (Rat)	107.2 mg/kg (Rabbit)	230 mg/m ³ (4-h Rat)
Sodium Chloride 7647-14-5	3 g/kg (Rat)	>10000 mg/kg (Rabbit)	>42 mg/L (1-h Rat)
Sodium Chlorate 7775-09-9	4950 mg/kg (Rat) 6250 mg/kg (Rat)	>2000 mg/kg (Rabbit)	>5.59 mg/L (4.5-h Rat)

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

EYE IRRITATION/CORROSION: The product is classified as causing serious eye damage (Category 1, H318), according to criteria of the GHS.

SKIN IRRITATION/CORROSION: This product is classified as causing severe skin burns (Category 1B, H314), according to GHS classification criteria.

SKIN ABSORBENT/DERMAL ROUTE: Yes.

May be harmful in contact with skin. Dermal absorption of a 30% liquid solution ranges approximately 5 - 10%.

RESPIRATORY OR SKIN SENSITIZATION: Not classified as a skin or respiratory sensitizer per GHS criteria.

CARCINOGENICITY: There is inadequate evidence for the carcinogenicity of sodium chlorite in experimental animals. No data were available from studies in humans on the carcinogenicity of sodium chlorite. This product is not classified as a carcinogen by NTP, IARC or OSHA. Not classified as a carcinogen per GHS criteria.

SPECIFIC TARGET ORGAN TOXICITY (Single Exposure): The substance is not classified as a specific target organ toxicant after single exposure per GHS criteria.

SPECIFIC TARGET ORGAN TOXICITY (Repeated or Prolonged Exposure): This product is classified as GHS Category 2 - May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route.

INHALATION HAZARD: Inhalation is not likely from vapors due to low vapor pressure; however, if mists are inhaled may cause respiratory tract irritation. Its action in the respiratory tract is due to its strong oxidizing capability. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to mists.

GERM CELL/IN-VITRO MUTAGENICITY: Not classified as a mutagen per GHS criteria. Sodium chlorite has tested positive in some studies. The significance of these test results for human health is unclear because the oxidizing effects of the chlorite or salting effects of sodium may significantly affect the ability of the tests to accurately detect mutagens.

REPRODUCTIVE TOXICITY: Not classified as a reproductive toxin per GHS criteria. There is limited evidence of male reproductive effects in animal studies.

DEVELOPMENTAL TOXICITY: Not classified as a developmental or reproductive toxin per GHS criteria. Observations in animal studies include decreased serum levels of thyroid hormones in offspring.

ASPIRATION HAZARD: Not classified as an aspiration hazard per GHS criteria.

TOXICOKINETICS: The time taken to absorb 50% of the dose for sodium chlorite was 3.5 ± 1.06 hours. The absorption rate constant was 0.198 ± 0.06 /hour. The time taken to eliminate 50% of the dose from the plasma when detected as ^{36}Cl was 35.2 ± 3.0 hours. After 72 h, radioactivity from chlorite was found at the highest level in the plasma, followed by stomach, testes, skin, lung, duodenum, kidney, carcass, spleen, ileum, bone marrow and liver. In blood, chlorite levels were distributed evenly between plasma and packed cells. For sodium chlorite, 87 and 13% of initial dose ($^{36}\text{-Cl}$) was found in urine and feces, respectively. $^{36}\text{-Cl}$ was not detected in expired air throughout the 72-hour time period. Chloride, chlorite, and chlorate were found in rat urine 72 hours after the administration. The major metabolite was chloride, representing 31.6% of the initial dose of chlorite.

AKTA KLOR 25

SDS No.: M47030
 Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
 Rev. Num. 03

METABOLISM: May metabolize to form elevated chloroform levels in the liver and brain but not in blood.

BIOLOGICAL DISTRIBUTION: See Toxicokinetics above.

PATHOGENICITY AND ACUTE INFECTIOUSNESS (ORAL, DERMAL, AND INHALATION): Not applicable.

ENDOCRINE DISRUPTOR: Sodium chlorite is listed on The Endocrine Disruptors Exchange's (TEDX) List of Potential Endocrine Disruptors database of chemicals with the potential to affect the endocrine system. Every chemical on the TEDX List has one or more verified citations published, accessible, primary scientific research demonstrating effects on the endocrine system.

NEUROTOXICITY: Not Available.

IMMUNOTOXICITY: Not available.

Health Hazards of Significance Not Mentioned in GHS Classification

- May be harmful in contact with skin
- Potential endocrine disruptor

SECTION 12. ECOLOGICAL INFORMATION

ECOTOXICITY (EC, IC, and LC):

Ecotoxicity - Available LOLI Data for Components: No data available for product itself

Component:	Freshwater Fish:	Invertebrate Toxicity:	Algae Toxicity:	Other Toxicity:
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	*LC50 Brachydanio rerio: 100 - 500 mg/L 96h static *LC50 Lepomis macrochirus: 100 mg/L 96h static *LC50 Oncorhynchus mykiss: 100 mg/L 96h static	*EC50 Daphnia magna: 0.012 - 0.018 mg/L 48h *EC50 Daphnia magna: 0.25 - 0.33 mg/L 48h *EC50 Daphnia magna: 0.026 mg/L 48h	No data available	No data available
Sodium Chlorate 7775-09-9 (< 0.5 %)	*LC50 Pimephales promelas: 13500 mg/L 96h *LC50 Oncorhynchus mykiss: 1750 mg/L 96h *LC50 Cyprinus carpio: 7090 mg/L 96h	No data available	No data available	*LC50 Eisenia foetida (14 Days soil dry weight) >750 mg/kg

Aquatic Toxicity:

LC50 Rainbow trout = 290 mg/l as 80% NaClO₂ (96 hour)
 LC50 Bluegill = 265-310 mg/l as 80% NaClO₂ (96 hour)
 LC50 Sheepshead minnow = 62-90 ppm (96 hour)

Invertebrate Toxicity:

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

LC50 Daphnia Magna = 0.29 mg/L as 80% NaClO₂ (48 hour)

Other Toxicity:

LD50 Mallard duck = 0.49-1.00g/kg as 80% NaClO₂ (gavage)

LD50 Bob White quail = 0.39 - 0.66 g/kg as 80% NaClO₂ (gavage)

Sodium chlorite in the diet of birds was not acutely toxic. Eight-day dietary LC50's in the Mallard duck and Bob White quail were > 5,000 ppm

FATE AND TRANSPORT:

PERSISTENCE: This material will eventually degrade to sodium chloride.

BIODEGRADATION: This material is inorganic and not subject to biodegradation; however, chlorite ions are reduced by some bacteria under anaerobic conditions. Sodium chlorite is a strong oxidizing agent and under proper reducing conditions is readily reduced to chloride, and to a lesser extent, chlorate. In strong acidic conditions, chlorite can change into chlorine dioxide.

BIOCONCENTRATION: This material will not bioaccumulate.

BIOACCUMULATIVE POTENTIAL: Bioaccumulation in aquatic species test does not need to be conducted as the substance has a low potential for bioaccumulation (a log Kow < 3) and is an inorganic substance.

MOBILITY IN SOIL: Not applicable.

PBT and vPvB assessment: Not applicable.

SECTION 13. DISPOSAL CONSIDERATIONS

Waste from material:

Dispose in accordance with all applicable regulations. Do not put product, spilled product, or filled or partially filled containers into the trash or waste compactor. Contact with incompatible materials could cause a reaction and fire. Contact Technical Service to obtain neutralization instructions. Sodium chlorite is toxic to fish and aquatic organisms. Keep out of water supplies and sewers. If sodium chlorite is spilled or becomes a waste, it must be disposed of in accordance with local, state, and Federal regulations by a NPDES permitted out-fall or in a permitted hazardous waste treatment, storage, and disposal facility.

Container Management:

Containers are non-refillable. Do not reuse or refill containers. Offer for recycling if available. Offer for reconditioning if appropriate. Triple rinse or pressure rinse container promptly after emptying. Triple rinse containers 5-gallons or smaller as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full of water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Triple rinse containers larger than 5 gallons as follows: Empty remaining contents into application equipment or a mix tank. Fill the container ¼ full of water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Pressure

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse about 40 PSI for at least 30 seconds. Drain for 10 seconds, after the flow begins to drip. Container rinsate must be disposed of in compliance with applicable regulations.

Contaminated Material:

Dispose according to appropriate regulations.

SECTION 14. TRANSPORT INFORMATION

LAND TRANSPORT

U.S. DOT 49 CFR 172.101:

UN NUMBER: UN1908
PROPER SHIPPING NAME: Chlorite solution
HAZARD CLASS/ DIVISION: 8
PACKING GROUP: II
LABELING REQUIREMENTS: 8
Special provisions for transport: A3; A7; B2; IB2; N34; T7; TP2; TP24.
Packaging Exceptions 154.
Non-bulk Packaging: 202.
Bulk Packaging: 242.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

UN NUMBER: UN1908
SHIPPING NAME: Chlorite solution
CLASS OR DIVISION: 8
PACKING/RISK GROUP: II
LABELING REQUIREMENTS: 8

MARITIME TRANSPORT (IMO / IMDG)

UN NUMBER: UN1908
PROPER SHIPPING NAME: Chlorite Solution
HAZARD CLASS / DIVISION: 8
Packing Group: II
LABELING REQUIREMENTS: 8
MARINE POLLUTANT: Marine Pollutant

AIR TRANSPORT (ICAO / IATA)

Special Instructions CAO: IATA Certificate for shipping personnel is required

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code: Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code.

AKTA KLOR 25

SDS No.: M47030
 Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
 Rev. Num. 03

SECTION 15. REGULATORY INFORMATION

U.S. REGULATIONS

OSHA REGULATORY STATUS:

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

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

Not regulated.

SARA EHS Chemical (40 CFR 355.30)

Not regulated.

SARA HAZARD CATEGORIES ALIGNED WITH GHS (2018):

- Health Hazard - Acute Toxin (any route of exposure)
- Health Hazard - Skin Corrosion or Irritation
- Health Hazard - Serious eye damage or eye irritation
- Health Hazard - Specific Target Organ Toxicity (STOT) Repeat Exposure (RE)
- Health Hazard - HNOC
- Physical Hazard - Oxidizer (liquid, solid or gas)
- Physical Hazard - Corrosive to Metal

EPCRA SECTION 313 (40 CFR 372.65):

Not regulated.

DEPARTMENT OF HOMELAND SECURITY (DHS)- Chemical Facility Anti-Terrorism Standards (6 CFR 27):

Not likely to be regulated based on composition level of component below in formulation

Component	DHS - Security Issues	DHS-Sabotage Screening Threshold Qty.	DHS-Sabotage Min. Conc.	DHS-Theft Screening Threshold Qty.	DHS-Theft Min. Conc.	DHS-Release Screening Threshold Qty.	DHS-Release Min. Conc.	CWC Toxic Chemicals:
Sodium Chlorate (1/5-09-9 (<0.5))	Theft - Explosives/Im provided Explosive Device Precursors	Not Listed	Not Listed	400 lb STQ	a commercial grade	Not Listed	Not Listed	Not Listed

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

Not regulated.

FIFRA REGULATIONS: Registered pesticide under 40 CFR 152.10, Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). EPA Reg. No. 21164-6 (Akta Klor 25).

FIFRA LABELING REQUIREMENTS: - This chemical is a pesticide product registered by the United States Environmental Protection Agency (EPA) and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

AKTA KLOR 25

SDS No.: M47030
 Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
 Rev. Num. 03

- FIFRA Signal Word - DANGER
- Corrosive
- Causes irreversible eye damage and skin burns
- Harmful if inhaled
- Harmful if swallowed or absorbed through skin
- Avoid breathing vapor or spray mist
- Do not get in eyes, on skin, or on clothing
- This product is toxic to fish and aquatic organisms
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Mix only into water
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion
- Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter

FDA: This material has Generally Recognized As Safe (GRAS) status under specific U.S. Food and Drug Administration (FDA) regulations. Additional information is available from the Code of Federal Regulations, which is accessible on the FDA's website. Only food grade product is guaranteed to be produced under all current Good Manufacturing Practices (cGMP) requirements as defined by the FDA. Food grade product is produced in a facility that is accredited as a Safe Quality Food (SQF) Level 2 Facility, certified under the Global Food Safety Initiative (GFSI), and meets the Food Chemical Codex (FCC) requirements

EPA'S CLEAN WATER AND CLEAN AIR ACTS:
 Component(s) not listed on impacted regulatory lists.

NATIONAL INVENTORY STATUS

U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):

Component	TSCA Inventory	TSCA ACTIVE LIST	TSCA 12(b)	TSCA/Section 4	TSCA/Section 5	TSCA/Section 6	TSCA/Section 8
Sodium Chlorite 7758-19-2 (24.25 - 25.75%)	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not Listed	Not listed
Sodium Chloride 7647-14-5 (1 - 5%)	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not Listed	Not listed
Sodium Chlorate 7775-09-9 (< 0.5%)	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not Listed	Not listed

Canadian Chemical Inventory: All components of this product are listed on either the DSL or the NDSL.

Component	DSL	NDSL
Sodium Chlorite 7758-19-2 (24.25 - 25.75)	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5)	Listed	Not Listed
Sodium Chlorate 7775-09-9 (< 0.5)	Listed	Not Listed

STATE REGULATIONS

California Proposition 65:

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

This product and its ingredients are not listed on the California Governor's current list of Carcinogens, Reproductive Toxicants, and/or Candidate Carcinogens (Proposition 65), but it may contain trace amounts of impurities that are listed. For additional information, contact OxyChem Customer Relations.

Component	U.S. - California - Proposition 65 - Carcinogens List	CA. Prop. 65 Teratogen	California Proposition 65 CRT List - Male reproductive toxin:	California Proposition 65 CRT List - Female reproductive toxin:	Massachusetts Right to Know Hazardous Substance List	Rhode Island Right to Know Hazardous Substance List
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	Not listed	Not listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5 %)	Not listed	Not listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chlorate 7775-09-9 (<0.5 %)	Not listed	Not listed	Not Listed	Not Listed	Listed	Listed

Component	New Jersey Right to Know Hazardous Substance List	New Jersey Special Health Hazards Substance List	New Jersey - Environmental Hazardous Substance List	Pennsylvania Right to Know Hazardous Substance List	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Environmental Hazard List
Sodium Chlorite	1689	corrosive; reactive - second degree	Not Listed	Listed	Not Listed	Not Listed
Sodium Chloride	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chlorate	1688	reactive - second degree	Not Listed	Listed	Not Listed	Not Listed

CANADIAN REGULATIONS

This product has been classified in accordance with the hazard criteria of the Workplace Hazardous Materials Information System (WHMIS 2015) which includes the amended Hazardous Products Act (HPA) and the Hazardous Product Regulations (HPR).

Canadian Federal Regulation Status: All components are listed or exempt

Component	Canada - CEPA - Schedule 1 - List of Toxic Substances	Canada - NPRI	Canada - CEPA - Greenhouse Gases (GHG) Subject to Mandatory Reporting	Canadian Chemical Inventory:	NDSL
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	Schedule 1, Part 3 Substance	Not Listed	Not Listed	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5 %)	Not listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chlorate 7775-09-9 (<0.5 %)	Not listed	Not Listed	Not Listed	Listed	Not Listed

SECTION 16. OTHER INFORMATION

Prepared by: Occidental Chemical Corporation - HES&S Product Stewardship Department

Rev. Date: 18-Apr-2024

Reason for Revision:

- Updated Company's logo in SDS header

Print date: 18-Apr-2024

21 of 22

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

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- Emphasis placed on Physical Hazards of Significance Not Mentioned in GHS Classification: SEE SECTION 2
 - Revised precautionary phrases to be in compliance with GHS Revision 9
 - Updated First Aid Measures: SEE SECTION 4
 - Updated Transportation Information: SEE SECTION 14
 - Updated Canadian Regulatory information: SEE SECTION 15
 - Revised Important Statement: SEE SECTION 16
 - SDS format adopts revisions to the Hazardous Products Regulations (HPR) to include revisions to "Section 9: Physical and chemical properties" and ensures classification with at a minimum the seventh revised edition of GHS and certain elements from the eighth revised edition (Revision 8)

IMPORTANT:

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

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

End of Safety Data Sheet



U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION

OBJECTIVE

This policy is intended to state Xylem's commitment to Equal Employment Opportunity (EEO) and Affirmative Action, clarify related terms, and reaffirm the Company's intention to comply with the requirements of federal, state and local non-discrimination laws.

SCOPE

This policy applies to all U.S. colleagues (including U.S. territories).

Xylem operations which are not subject to U.S. law shall apply the intent and provisions of this policy consistent with applicable national and local law.

POLICY

Xylem is committed to a policy of equal employment opportunity and to a program of affirmative action to support that policy. Accordingly, Xylem will recruit and hire the most qualified candidates, considering job-related requirements, and applicants and colleagues shall be recruited, hired, assigned, trained, compensated and otherwise treated in all employment matters without regard to unlawful criteria including age, color, sex, gender identity, sexual orientation, genetic information, national origin, citizenship status, physical or mental disability, race, creed, religion, marital status, protected veteran status or because of any liability for service in the U.S. Armed Forces, or any legally protected personal characteristic and as these terms and classifications are defined and protected by applicable law.

We are committed to diversity and inclusion; striving for a work environment that is accepting of individual differences, where colleagues of our multicultural society are treated with dignity and fairness. Xylem prohibits discrimination or harassment of any kind, on any basis.

Xylem will not discharge or in any other manner discriminate against any colleague or applicant for employment because such colleague or applicant has inquired about, discussed, or disclosed the compensation of the colleague or applicant or another colleague or applicant. This provision shall not apply to instances in which an colleague who has access to the compensation information of other colleagues or applicants as a part of such colleague's essential job functions discloses the compensation of such other colleagues or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

Affirmative Action

All covered locations will develop written affirmative action plans to address any under-representation of women, minorities, individuals with disabilities, and qualified protected



U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION

veterans and ensure that Xylem's policy of Equal Employment Opportunity and Affirmative Action is fully implemented and enforced.

Active Recruitment and Placement Efforts

In accordance with the Xylem's commitment to Affirmative Action, all Xylem entities will make good faith efforts to identify qualified women, minorities, individuals with disabilities, and protected veteran candidates when positions become open at any level. Good faith outreach efforts will vary at each location.

Awareness

Xylem operations are encouraged to utilize awareness programs, community action programs, outreach programs, career path counseling, job fairs, and awards programs in order to work toward their AAP goals and timetables. Information about Xylem's affirmative action programs will be communicated to all levels of management through staff meetings, and other communications.

Reporting Procedure

Any colleague who has a complaint about this policy, should raise the concern to:

- Your manager or supervisor, or your Human Resources representative
- Your site's ombudsperson or Legal department representative
- Xylem Integrity Line: integrity.xylem.com. Reports can also be made by phone by calling 1.888.995.9870 or 1.605.275.8765 (for international toll-free dialing instructions, visit integrity.xylem.com). NOTE: *In some countries, the Xylem Integrity Line cannot be used for reporting harassment allegations and you will need to choose one of the other reporting options listed here.*
- Chief Ethics & Compliance Officer (click [here](#) for contact information)

Managers and supervisors are required to report any complaint that they receive to their Human Resources Representative. For more information, please review Policy 40-12 (Reporting Concerns and Non-Retaliation Policy) found [here](#). Reports may be made verbally or in writing.

Retaliation

Xylem is committed to a retaliation-free workplace. The company believes that protecting employees who raise a concern is the best way to foster a culture of openness and trust. Xylem has a zero tolerance standard for retaliation or retribution against an employee who in good faith reports or complains about this policy. Retaliation is adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting or investigation process set forth in this policy, or testified or assisted in an investigation or proceeding involving an actual or perceived violation



U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION

of this policy. For more information, please review Policy 40-12 (Reporting Concerns and Non-Retaliation Policy) found [here](#).

KEY TERMS

Affirmative Action – Includes training programs, outreach efforts, and other positive steps to recruit and advance qualified minorities, women, individuals with disabilities, and protected veterans and ensuring that Xylem’s policy of Equal Employment Opportunity and Affirmative Action is fully implemented and enforced.

Protected Veteran –The United States federal government is responsible for defining specific categories of veterans which are “protected”.

Individual with a Disability – Per federal law, the term disability means, with respect to an individual (i) A physical or mental impairment that substantially limits one or more major life activities of such individual; (ii) A record of such impairment; or (iii) Being regarded as having such impairment.

Underrepresentation – A situation where a lower number of protected class colleagues are represented than expected.

Equal Employment Opportunity (EEO) – Where all employment activities are conducted to assure equal treatment and access in all phases of the employment life cycle.

Affirmative Action Plan (AAP) – A written document, tailored to the employer's workforce and the labor pool with the necessary skills in the relevant job market. This plan prescribes specific actions, goals, timetables, responsibilities and describes resources to meet identified needs.

Covered Location – A separate Affirmative Action Plan will be prepared for each location. All U.S. colleagues will be included in an Affirmative Action plan.

ROLES AND RESPONSIBILITIES

The Xylem Chief People Officer is responsible for implementation of and compliance with this policy and has designated Dia Lozinak, Sr. Director, Human Resources as the Xylem EEO Coordinator. Employees with questions about the policy should contact their Human Resources representative.

Each Human Resources Leader is responsible for the implementation of and compliance with this policy within their respective area of responsibility and for executing activities relative to Equal Employment Opportunity and Affirmative Action.

All leaders must take any necessary and appropriate action to provide equal employment opportunity for colleagues and applicants in all employment matters.



CORPORATE POLICY

Policy Number: 30-03, Rev C
Effective Date: February 1, 2023
Function: Human Resources

U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION

SUPPORTING DOCUMENTS

Doc Number	Title
30-05	Prevention of Workplace Harassment

REVISION HISTORY

Date	Revision	Change Made	Executive Sponsor/Approver
January 11, 2016	B	EEO Clause Amendment	Dia Lozinak
February 1, 2023	C	Review and general updates	Dia Lozinak

Contract_10090260-25-J, Sodium Chlorite for OWTP - Final_re-signed

Final Audit Report

2025-11-05

Created:	2025-11-03
By:	Janet Polite (JPolite@sandiego.gov)
Status:	Signed
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Final Audit Report

2025-12-11

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