



CITY COUNCIL MEETING & PUBLIC
HEARING
MARCH 25, 2019

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 3-11-2019)
 - B. Alcoholic Beverage License Applications
 - PH-19-AB-06 Yummy Kings Inc.
d/b/a Jinya Ramen Bar
401 S. Broad St.
Alpharetta, GA 30009

Consumption on Premises
Beer, Wine, Liquor, Sunday Sales

Owner: Yummy Kings Inc.
Registered Agent: Xiao Yi Mei
 - C. Settlement of Schenck Condemnation (2100 Fairfax Drive)
- V. NEW BUSINESS
 - A. Purchase Of Two Replacement Police Vehicles
 - B. Pool Maintenance Services (RFP 19-112)
 - C. North Point Feasibility And Scoping Study Grant Application
 - D. Resolution Authorizing Eminent Domain (Parcel 3; Morris Road Operational Improvements Project)
A Resolution of the Mayor and Council of the City of Alpharetta to authorize the use of eminent domain to acquire certain property located at the intersection of Country Place Court and Morris Road (0 Country Place Court, Alpharetta, Georgia; Tax Parcel No. 12-2971-0855-007-7) within the City of Alpharetta, Georgia, for road project - Morris Road Operational Improvements.
- VI. PUBLIC COMMENT
- VII. REPORTS
- VIII. ADJOURNMENT TO EXECUTIVE SESSION



CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 3-11-2019)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting draft minutes 3-11-19



City Council Meeting
March 11, 2019
Office of the City Clerk
ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

- *Mayor Pro Tem Mitchell called the meeting to order at 6:31 p.m.*

II. ROLL CALL

- Council Members
 - Mayor Pro Tem Donald F. Mitchell
 - Jason Binder
 - Ben Burnett
 - John Hipes
 - Dan Merkel
 - Karen Richard
- Staff
 - Bob Regus, City Administrator
 - Sam Thomas, City Attorney
 - Erin Cobb, City Clerk
 - James Drinkard, Asst. City Administrator
 - Peter Sewczwicz, Director of Public Works
 - John Robison, Director of Public Safety
 - Morgan Rodgers, Director of Recreation, Parks & Cultural Services
 - Tom Harris, Director of Finance

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 3/4/2019)

- ❖ Council Member Merkel offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (6-0)

V. PROCLAMATIONS AND PRESENTATIONS

A. Arbor Day Proclamation

- Senior Engineer, Eric Graves, and Deb Zemlock came forward to accept the 2019 Arbor Day Proclamation on behalf of the Alpharetta Natural Resources Commission.
- Deb Zemlock announced that The Alpharetta Natural Resources Commission will host its annual Arbor Day Event on March 16th from 10:00 AM until 1:00 PM at Cogburn Road Park, located at 12825 Cogburn Road. This year's event will feature the planting of 30 trees, including large over story trees and native understory trees.

Public Comment:

- Executive Director of the North Metro Miracle League, John McLaughlin, came forward to discuss an educational fund raising effort for special needs kids, which includes painting bird houses. Bird houses were passed out to members of the City Council. Mr. McLaughlin expanded on the NMML conservation initiative, focusing on pollinators. Additionally, orientation for the special needs spring softball season is on Saturday, March 16th, games take place at Alpharetta's North Park, 13450 Cogburn Road.

VI. OLD BUSINESS

A. Approval Of Fiscal Year 2019 Mid-Year Budget Amendment (2nd Reading)

- Director of Finance, Tom Harris, came forward to present this item.
- The purpose of the Fiscal Year (FY) 2019 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.
- Initiatives are discussed in detail within the Fiscal Year 2019 Mid-Year Budget Requests Document.
- City Attorney, Sam Thomas, read a summary of the Budget Amendment Ordinance constituting a 2nd read.

Public Comment:

- No Public Comment

- ❖ Council Member Merkel offered a motion to approve the 2019 Mid-Year Budget Amendment
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (6-0)

VII. NEW BUSINESS

A. Event Management Services (RFP 19-106)

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council award RFP 19-106 to Premier Events for a 5-year service contract to provide comprehensive event management services for targeted events (detailed within the Report-in-Brief section) in the annual amount of \$122,000 and authorize the Mayor to execute all necessary documents.
- The award of this Request-for-Proposals (RFP) is for comprehensive event management services to conduct and manage all facets of the targeted event(s) and potentially any new events. Responsibilities under the contract include full service event planning and implementation services including financial planning, logistics, management, marketing, sponsorship, sales and fulfillment, talent and vendor contracting, and event evaluations. The awarded vendor shall manage day-to-day operations, supervision of volunteers, contractors, and sub-contractors, and act as the key contact for the City. It is further expected that the awarded vendor demonstrate a continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly with the City and our other contractors to provide quality seamless customer service.
- The targeted events include: Taste of Alpharetta; Alpharetta Arts Streetfest (3-day event); Brooke Street Park Concert Series (9 event dates); Food Truck Alley (23 event dates); Scarecrow Harvest; Wire & Wood (2-day event); and the Season of Celebration (1-day event). Staff recognizes that event details change (e.g. # of days, new events, etc.) and requests flexibility to adjust the awarded contract offerings based on mutual agreement between the selected firm and the City.
- The current event management contract expires March 20, 2019.
- Anticipating (1) expiration of the existing event management contract and (2) the desire to expand the service offerings (e.g. more events), an RFP was prepared by a Committee including representatives from Recreation, Parks and Cultural Services, Public Works, and Finance. RFP 19-106 was advertised in November 2018 with proposals received on December 6, 2018.
- The City received a total of five (5) responses which were submitted to the Evaluation Committee for review and ranking.
- The Evaluation Committee met on December 18, 2018 to tabulate the overall scores. Each proposal was evaluated based on the following criteria: full-service event planning experience (30%); staffing capability (20%); creative approach to work (15%); technical approach to work (15%); cost (17%); and Alpharetta vendor preference (3%). The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):
 - Premier Events: 4.38
 - Media Frenzy Global LLC: 3.84

- Titan Global Enterprises Inc: 3.39
- Palate Catering and Design: 2.94
- CRE8AD8 LLC: 2.00
- The high scoring firm, Premier Events, is our current event management service provider. Staff has found them to be knowledgeable, responsive, and focused on delivering an excellent event product. From a cost perspective, Premier Events provided the 2nd lowest cost proposal at \$122,000.
- It should be noted that the requested service scope represents an increase over the existing contract scope. The scope increase is due primarily to: (1) the addition of events that were not included in the last contract (including Food Truck Alley, Brooke Street Concert Series and Scarecrow Harvest); (2) a consolidation of activities that were previous handled by various vendors (such as printing, design, and talent booking); and (3) the addition of sponsorship recruitment. The expanded scope resulted in the higher proposal cost (\$122,000 versus existing contract value approximating \$65,000). However, no additional budget funds are being requested. The Department is prioritizing existing funding levels to improve our efficiency and quality of our events. That said, now that sponsorship recruitment is an explicit part of the contract scope, staff fully anticipates that Premier Events will more than offset the additional expenses through sponsorship revenue generation.
- With these factors in mind, staff recommends award of RFP 19-106 to Premier Events.

Public Comment:

- No Public Comment
- ❖ Council Member Binder offered a motion to approve the RFP 19-106 to Premier Events for a 5-year service contract to provide comprehensive event management services for targeted events (detailed within the Report-in-Brief section) in the annual amount, not to exceed, \$122,000 and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (6-0)

VIII. PUBLIC COMMENT

- No Public Comment

IX. REPORTS

- Council Member Burnett commended Mayor Pro Tem Mitchell for running the Council Meeting in Mayor Gilvin's absence.
- Council Member Richard thanked the Director of Public Works, Pete Sewczwicz, and Assistant City Administrator, James Drinkard, for working with GDOT in order to update the GA 400 Express Lanes Project videos.
- Mayor Pro Tem Mitchell thanked Assistant City Administrator, James Drinkard, for adding the GA 400 Express Lanes Project information to the City website.

X. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Burnett offered a motion to adjourn to Executive Session
 - The motion received a second from Council Member Richard
 - The motion was passed unanimously (6-0)

- ❖ With no further business to discuss or items to be heard, Mayor Pro Tem Mitchell adjourned the meeting to Executive Session at 6:52 PM

Respectfully submitted,

A handwritten signature in cursive script that reads "Erin Cobb".

Erin Cobb, City Clerk



CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

PH-19-AB-06 YUMMY KINGS INC.
D/B/A JINYA RAMEN BAR
401 S. BROAD ST.
ALPHARETTA, GA 30009

CONSUMPTION ON PREMISES
BEER, WINE, LIQUOR, SUNDAY SALES

OWNER: YUMMY KINGS INC.
REGISTERED AGENT: XIAO YI MEI

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: Legal

Submitted By:

Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: SETTLEMENT OF SCHENCK CONDEMNATION (2100 FAIRFAX DRIVE)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: PURCHASE OF TWO REPLACEMENT POLICE VEHICLES

II. RECOMMENDATION:

Authorize the purchase of two (2) 2019 Ford Police Interceptor Utilities (Explorers) from Alan Vigil Ford in an amount totaling \$56,682 and authorize funding totaling \$24,381 for the associated up-fitting costs.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: 81,063

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Risk Management Fund Claims (Vehicles; 60015550-552201)	\$81,063.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Insurance Proceeds (60015550-392300) - \$ TBD	\$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety is requesting approval to purchase two (2) Ford Police Interceptor Utilities (Explorers) at \$28,341 each for a total cost of \$56,682.

This fiscal year the Department has experienced two instances where Police Patrol vehicles (Impalas) have been totaled when hit by other vehicles, making the replacement of these vehicles necessary. The City is pursuing insurance settlements with both drivers.

It is therefore requested that the two (2) Patrol vehicles be replaced from the City's Risk Management Fund at a total cost of \$56,682 with an additional \$24,381 in estimated up-fitting costs (emergency equipment, graphics, and other items necessary to make the vehicles ready for service) for a total replacement cost of \$81,063.

The two (2) requested replacement 2019 Ford Police Interceptor Utilities (Explorers) are available on State Contract pricing (99999-SPD-ES40199409-0003) for the amount of \$29,094, However, we were unable to locate any State Contract vendors who had any available vehicles. We were able to obtain similar pricing from Alan Vigil Ford based upon their contract pricing agreement with DeKalb County Police Department and Atlanta Police Department. The difference in pricing is due to the available vehicles not having some of the options that our other vehicles were ordered with. These additional option costs are reflected in the up-fitting costs. Alan Vigil Ford is a current vendor with the City and has provided excellent service in our previous fleet purchases.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2019 Explorer quote Alan Vigil, Upfit costs 2019 Alpharetta (CRT Unit)

ALLAN VIGIL FORD-L-M GOVERNMENT SALES

Note: Projected Last Day to order 2019 is 1 SEP 18

2019 Ford Interceptor Utility/SUV

Base Price

\$26,860.00

**Equipment included in
Base price**

3.7L V-6 TiVCT Engine FFV
All wheel drive (AWD)
"V" Speed Rated 18" Radial Tires
Full Size Spare Tire
Electronic Stability Control
Power Disc Brakes with ABS
Cloth Front Bucket / Vinyl Rear Seats
Lumbar Support Seats
Power Windows and Locks
Power Remote Mirrors
Rubber Floor Covering
Small center Hub Caps
Rear Window Defroster
Rear View Camera (In 4" Center Stack)
Tilt Steering/ Cruise Control
Pedals-Power Adjustable
220 Amp Alternator
Driver and Passenger Air Bags
Factory Installed A/C
Battery Saver Feature
Power Driver Seat
Removable Headliner
Extra Dome Light
AM-FM-CD-MP3 Radio Level III
2nd & 3rd Row Privacy Glz Level III
Engine Hour Meter

E3 Arizona Beige	FT Blue Matallic
BU Medium Brown	LN Light Blue
J1 Kodiak Brown	UM Agate Black
JL Dark Toreador Red	E4 Vermillion Red
UX Ingot Silver	YZ Oxford White
KR Norseia Blue	TN Silver Grey (GSP)
LK Dark Blue (HEAT)	YG Med. Titanium
LM Royal Blue	
HG Smokestone	

Options	Price	Code
3.5L V6 EcoBoost (365 hp)	3,160.00	99T
Rear Air Conditioning	598.00	598 17A
Ford Sync	293.00	293 53M
Interior upgrade PKG.	397.00	65U
4 mappable switches	153.00	61R
Cargo area dome lamp	49.00	17T
Carpet with Mats	124.00	16C
Rear view camera-In Mirror	N/C	87R
Roof Rack side rails	153.00	68Z
Courtesy Lights Disable	19.00	43D
Reverse Sensing	273.00	76R
Blind Spot Monitoring	537.00	55B
Key Alike (several codes)	49.00	59E
Keyless Entry Remote 4 fobs	335.00	335 55F
Locking Gas Cap	19.00	19L
Noise Suppression Straps	99.00	60R
Solar tint 2nd row glass	118.00	92R
Solar tint 2nd/3rd row glass	80.00	92G
Spotlight (Incandescent)	210.00	51Y
Spotlight (LED)	385.00	51R
Daytime Running Lamps	43.00	942
Wheel Covers Full Size	59.00	65L
Windows / Locks Disabled	59.00	68L/18W
Ballistic Door Panel Driver	1,558.00	90D
Ballistic Door Panel Both	3,049.00	90E
Front Headlamp/PI Housing	122.00	122 86P
Rear Taillamp/PI Housing	58.00	58 86T

Other Emergency Equipment n/a

Added option equipment \$ 1,406.00

FOB Allan Vigil Ford Delivery \$ 75

Delivery \$1.00 per mile, \$50 minimum

Total \$ **28,341.00**

ALLAN VIGIL FORD GOV'T SALES

**6790 Mt. Zion Blvd
Morrow, GA 30260**

**770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax**

Contact person Bob Burtner

Department Allan Vigil Ford

Phone Number _____

Fax number _____

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	280203
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 PFutch@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

DSS
 Install for Alpharetta
 - CRT Units
 Sugar Hill, GA 30518

Contact:
Telephone: 678-297-6317
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson		Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta		C. Miller	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWBFS SOI NFORCE INTERIOR WINDSHIELD LIGHTBAR Warehouse: ATLA Vin #: 2017 PI Utility - Blue/White	762.7500	762.75
6	6	Y	EMPS2STS4M SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/AMBER Warehouse: ATLA Vin #: **Rear Spoiler**	88.2000	529.20
2	2	Y	EMPS2STS4F SOI MPOWER FASCIA 4"12-LED STUD MNT AMBER/WHITE Warehouse: ATLA Vin #: **Rear Spoiler**	88.2000	176.40
1	1	Y	PMP2RSBUV4 SOI MPOWER 2015+ PIUT SPOILER BRK 4 MOD KIT (PAIR) Warehouse: ATLA Vin #:	51.7500	51.75
1	1	Y	ENGKTGD002 SOI BluePrint Gold Package w/ Rotary knob control Warehouse: ATLA Vin #: Kit Includes: (2) ETSS100N Speakers, (2) ENGND04101, (1) ENGCC01241, (1) ENGSA07152, (1) ENGCP18002, (2) ENGHNK02, & (1) ENGHNK01	1,404.4000	1,404.40

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03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
JAKE PORTER	JAKE PORTER-Atlanta	C. Miller			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: ATLA Vin #:	165.6000	165.60
1	1	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: ATLA Vin #:	31.2000	31.20
1	1	Y	ENGLNK002 bluePRINT Link™ Module for 15-18 F-150, 16-18 PIUT Warehouse: ATLA Vin #:	221.4000	221.40
2	2	Y	EMPS1STS3E SOI MPOWER FASCIA 3" 8-LED STUD MNT BLUE/WHITE Warehouse: ATLA Vin #: **Mounted in Factory Headlight cutouts	78.7500	157.50
2	2	Y	EMPS2STS4E SOI MPOWER FASCIA 4" 12-LED STUD MNT BLUE/WHITE Warehouse: ATLA Vin #: **Mounted in rear side cargo**	88.2000	176.40
2	2	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ATLA Vin #:	6.7500	13.50

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03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta	C. Miller		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENFSGS3E SOI SGL NFORCE DECK/GRILL 12 LED LT BLUE/WHITE Warehouse: ATLA Vin #: **Mounted to B-Pillar**	96.3000	192.60
2	2	Y	ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: ATLA Vin #: **Reverse lights**	59.8500	119.70
2	2	Y	ENT2B3E SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT BLUE/W Warehouse: ATLA Vin #: UNIVERSAL 180 DEGREE EXTERNAL UNDER-MIRROR OR SURFACE MOUNT ***** *****	134.1000	268.20
1	1	Y	PNT1CRV05 SOI INTERSECTOR UNDER MIRROR ADPTR SET 2013+ PI SU Warehouse: ATLA Vin #:	5.4000	5.40
2	2	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA Vin #: **Mounted to Rear Hatch and cargo roof** - Activated by hatch Sense	35.1000	70.20

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta	C. Miller		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	1K0574ITU12FSR SMC #6VS SINGLE PRISONER CAGE, COATED POLY, 2012+ P Warehouse: ATLA Vin #: #6VS SINGLE PRISONER TRANSPORT COATED POLYCARBONATE * FOR USE WITH SETINA FULL REPLACEMENT TRANSPORT SEAT* STATE YEAR OF VEHICLE- *****	747.2300	747.23
1	1	Y	QK0635ITU12 SMC OEM REPLACEMENT PRISONER SEAT W/12VS-EXPAN METAL Warehouse: ATLA Vin #: 2012+ PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition STATE YEAR OF VEHICLE- *****	859.3800	859.38
1	1	Y	QK0491ITU12 SMC FLOOR PAN TPO PLASTIC 2012+ FORD PIUT Warehouse: ATLA Vin #: VEHICLE - *****	169.0000	169.00
2	2	Y	PP9640 SMC VDRAIN FOR FLOOR PAN (EACH) Warehouse: ATLA Vin #:	39.0000	78.00

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DSS
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
JAKE PORTER	JAKE PORTER-Atlanta	C. Miller			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	DK0100ITU12 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: ATLA Vin #:	196.0000	196.00
1	1	Y	GK10301SIUSSCA SMC DUAL WEAPON MOUNT, 1-STD & 1-UNIVERSAL LOCK Warehouse: ATLA Vin #: PLEASE STATE VEHICLE YEAR, MAKE & MODEL- PARTTION MOUNT- STANDARD KEY OVERRIDE - YES WEAPONS TO BE MOUNTED - SPECIAL INSTRUCTIONS - *****	296.0000	296.00
1	1	Y	425-6473 Jotto Desk Ford PI Utility Contour console Warehouse: ATLA Vin #: Faceplates: - 425-6295 - 425-6281 - 425-6053	403.2600	403.26
1	1	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: ATLA Vin #:	42.0000	42.00
1	1	Y	425-5023-5182 JOTTO PI UTILITY 13+ COMPUTER MOUNT w/ GK Plate Warehouse: ATLA Vin #:	214.2000	214.20

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	280203
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 PFutch@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

DSS
 Install for Alpharetta
 - CRT Units
 Sugar Hill, GA 30518

Contact:
Telephone: 678-297-6317
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta	C. Miller		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: ATLA Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** REPLACES NP-NOTEPAD4-XL *****	189.0000	189.00
1	1	Y	425-3841 JD SIDE HINGED ARMREST FOR IPBCC CONSOLE 2013+ CH Warehouse: ATLA Vin #:	128.0000	128.00
1	1	Y	425-1530 Jotto 4" Utility storage Box Warehouse: ATLA Vin #:	39.0000	39.00
1	1	Y	14.0553 ABL TRIPLE 12V OUTLET BOX Warehouse: ATLA Vin #:	15.9900	15.99

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta	C. Miller		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	DE2045-1342 LIND 12VDC-90W HARDWIRE POWER SUPPLY FOR DELL LAPTOPS Warehouse: ATLA Vin #: 11VDC TO 16 VDC HARDWIRE INPUT CABLE 20 VDC OUTPUT VOLTAGE,4.5 AMP MAX *****	115.1500	115.15
1	1	Y	LB3692 BROT 14' DIRECT WIRE 12 VDC POWER CORD Warehouse: ATLA Vin #:	21.0000	21.00
1	1	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA Vin #: Front doors -Match rear doors	80.0000	80.00

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Contact:
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Contact:
Telephone:
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta	C. Miller		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA Vin #: Customer supplied: - L3 Camera - APX4500 radio - Lo Jack - Radar **Add Toggle switch to cut Rear Cargo lights** - Also, will TRY to mimic Ford's "Dark Out" Option with Interior lights (Not sure if this option is available)	2,315.0000	2,315.00
1	1	Y	36-2055 WESTIN 2016 FORD PI UTILITY PUSH BUMPER Warehouse: ATLA Vin #:	263.0000	263.00
1	1	Y	36-2055PB WESTIN 2016 FORD PI UTILITY PIT BAR Warehouse: ATLA Vin #:	279.5400	279.54
1	1	Y	36-2055W WESTIN 2016 FORD PI UTILITY UPPER WINGS Warehouse: ATLA Vin #:	134.0000	134.00
1	1	Y	36-6005S2 WESTIN UPPER CHANNEL TO FIT Soundoff NForce LEDs Warehouse: ATLA Vin #:	31.5400	31.54

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30	
Entered By		Salesperson		Resale Number	
JAKE PORTER		JAKE PORTER-Atlanta		C. Miller	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	36-2005WC WESTIN Elite Upright Wire Cover Interceptor Utility Warehouse: ATLA Vin #:	34.9500	34.95
2	2	Y	ENFRMS3E SOI ENFORCE 12 LED BLUE LIGHTS Warehouse: ATLA Vin #:	70.6500	141.30
2	2	Y	EMPS2QMS4E SOI MPOWER FASCIA 4"12-LED QUICK MNT BLUE/WHITE Warehouse: ATLA Vin #: **Mounted on each side of bumper**	88.2000	176.40
1	1	Y	211036-0002 Unity 6" LED Spotlight for PI Utility (black head) Warehouse: ATLA Vin #:	256.9800	256.98
1	1	Y	259 UNI INSTALL KIT - Left Hand Warehouse: ATLA Vin #:	40.0000	40.00
1	1	Y	211037-0002 UNITY 6" BLK SPOTLIGHT-LED Warehouse: ATLA Vin #:	256.9800	256.98
1	1	Y	UNI-259RH UNI PASSENGER SIDE SPOTLIGHT MOUNT2017 FORD SUV R Warehouse: ATLA Vin #:	40.0000	40.00

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 - CRT Units
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Contact:
Telephone: 678-297-6317
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Contact:
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/10/19	GROUND	PPAY & ADD TO INVOICE	CRT UNIT	NET30
Entered By		Salesperson	Ordered By	Resale Number
JAKE PORTER		JAKE PORTER-Atlanta	C. Miller	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TE-4PSK METRA 4 SENSOR REAR PARKING KIT Warehouse: ATLA Vin #:	59.0000	59.00
1	1	Y	C-TTP-1-FAN-2 Havis Dual Ventilation Fan Kit Option Warehouse: ATLA Vin #: **Special Discounted Price (Limited time only** - Over stocked parts	108.0000	108.00
1	1	Y	C-TTP-INUT-2 HAV 2013-2015 Ford Interceptor Utility Premium Fold Up Warehouse: ATLA Vin #: **Special Discounted Price (Limited time only** - Over stocked parts	114.0000	114.00
<p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items & Quantities</p> <p>Quote Good for 30 Days</p>					

Print Date	03/10/19
Print Time	02:45:27 PM
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Subtotal	12,190.10
Freight	0.00
Order Total	12,190.10

Printed By: JAKE PORTER



CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Ruby Flynn
Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: POOL MAINTENANCE SERVICES (RFP 19-112)

II. RECOMMENDATION:

Award RFP 19-112 to DC Pools Service LLC for a 5-year service contract to provide pool maintenance services for the Wills Park Pools for the annual amount not to exceed \$60,000 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$60,000.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
10061240-523860 Maintenance Contracts	\$60,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

The award of this Request for Proposals (RFP) is for a pool maintenance company to conduct a comprehensive maintenance program for the Wills Park Pool. Responsibilities under the contract include maintenance and monitoring of the pump and filtration systems, cleaning of the pool, necessary repairs to include deck equipment and on-call emergency services. The awarded vendor shall provide the necessary labor, equipment, and chemical supplies to provide this service.

The current contract expires March 31, 2019.

Anticipating (1) expiration of the existing contract and (2) the desire to expand the service offerings, an RFP was prepared by a Committee including representatives from the Alpharetta Recreation Parks and Cultural Services Divisions as well as Finance. RFP 19-112 was advertised in February 2018 with proposals received on March 7, 2019.

The City received a total of three (3) responses, which were submitted to the Evaluation Committee for review and ranking.

The Evaluation Committee met on March 14, 2019 to tabulate the overall scores. Each proposal was evaluated based on the following criteria: method of providing services (30%); qualifications, past experience, and references (37%); Alpharetta vendor preference (3%) and cost (30%). The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):

1. DC Pools LLC: 4.22
2. United Pool Maintenance LLC: 3.83
3. Aquatic Management: 3.39

The high scoring firm, DC Pools LLC, is our current pool maintenance service provider. Staff has found them to be knowledgeable, responsive, and focused on delivering an excellent pool maintenance program. From a cost perspective,

DC Pools LLC was not the lowest cost for scheduled site visits and on call services; however the overall cost analysis to include cost of required chemicals and required additional services made their proposal the most cost effective. It should be noted that the cost of the services in the proposal will be within the allocated budget of \$60,000. With these factors in mind, staff recommends award of RFP 19-112 to DC Pools LLC.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RFP 19-112 Wills Park Pool Maintenance Services, DC Pool Binder 1, RFP 19-112 Team Scoresheet

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE: WILLS PARK POOL MAINTENANCE SERVICES

RFP #: 19-112

RFP RESPONSE DUE DATE/TIME: MARCH 7, 2019 10:00 AM

RFP ISSUE DATE: FEBRUARY 7, 2019

NUMBER OF PAGES: 39

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: **ABIGAIL (ABBY) SHIPP**
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES AND **Two** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME: _____

FIRM/OFFEROR MAILING ADDRESS: _____

FIRM/OFFEROR PHONE NUMBER(S): _____

FIRM/OFFEROR FAX NUMBER(S): _____

EMAIL ADDRESS FOR OFFEROR'S CONTACT: _____

AUTHORIZED OFFEROR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

OFFEROR FEDERAL I.D. NUMBER: _____

OFFEROR DUNS NUMBER: _____

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SECTION 1: SCHEDULE OF EVENTS

SINGLE POINT OF CONTACT:

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document.

EVENT

DATE

1. RFP Issue Date Thursday, February 7, 2019 9:00 AM
2. Site Visit..... Thursday, February 21, 2019 10:00 AM
Mandatory: Proposals only accepted from Offerors in attendance and signed-in at meeting. [Late attendees may not be admitted.]
Location: 1815 Old Milton Parkway, Alpharetta, GA 30009
 Event Registration is requested [but not necessary to attend]. Registration at Events tab for solicitation at <https://www.ebidexchange.com/alpharetta>
 See Appendix C, Section A.3
3. Deadline for Receipt of Written Questions Monday, February 25, 2019 4:00 PM
 - Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta> See Appendix D, Section A.2.4
4. Deadline for Posting of Written Answers Thursday, February 28, 2019 4:00 PM
 - Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5
5. RFP Response (Proposal) Due Date/Time Thursday, March 7, 2019 10:00 AM
 - Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror’s risk.

It shall be the Offeror’s sole risk to assure delivery to the receptionist’s desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City’s email response.

(All time references in this document are to be understood as local, Eastern Time for our City.)

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City of Alpharetta's Recreation, Parks and Cultural Service Department is requesting proposals from pool maintenance service contractors to service and maintain the Wills Park Pools, splash pad, slide, and the pool fixed features. The Wills Park Pool is located at 1815 Old Milton Parkway, Alpharetta, GA 30009. Responsibilities include but are not limited to: cleaning of the pools, maintenance of the pump systems for the pools and splash pad, monitoring of chemical levels, etc. The contractor is responsible for providing all the necessary labor, equipment, and supplies, with the exception of the carbon dioxide, to accomplish the work.

The City intends to award a 5-year contract to the highest scored successful pool maintenance service provider.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.4, Scope of Work** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 Facility Description

During the 2017 and 2018 off-season, the Wills Park Pool went through a major renovation. The original Olympic-sized pool was separated into a competition pool and a leisure pool. The competition pool features two diving boards and ten swim lanes. The zero-entry leisure pool includes several fixed water features and a large 16 feet high slide. The pool deck is approximately 28,000 square feet.

In 2013, the kiddie pool area was converted into an approximately 1,000 square feet splash pad with numerous water features, including a dump bucket, water cannons, etc.

The renovated Wills Park Pool Facilities reopened May 2018. The inaugural pool season was May 27, 2018 – July 31, 2018.

2.4 Scope of Work

The Contractor is responsible for providing all of the necessary labor, chemical supplies, with the exception of the carbon dioxide, and equipment for the service and maintenance of the Wills Park Pools, splash pad, slide, and the pool fixed features. All work must be completed in accordance with industry standards.

Responsibilities include:

- Site visits must be scheduled on a regular timetable and at mutually agreeable dates and times.
- During the pool season from May 1st – September 30th, site visits will be conducted up to three times a week prior to the pool opening for the day. Depending on the available budget, the City preference for service is Monday, Thursday and Saturday of each week. Site visits should begin at 7 am to avoid interfering with swim lessons, the pool opening to the public, etc.
- During the off-season, Oct 1st – April 30th, the site visits will be once per week.
- The contractor's field employees must wear company uniforms, identification badges and appropriate safety equipment during each site visit.
- The contractor's on-site crew leader must be fluent in English.
- Each site visit must include:
 1. If city staff is onsite and available, the crew leader must check-in and check-out.
 2. Maintenance of the pump systems.
 3. Brushing of the pool walls as needed.
 4. Water quality, chlorine and other chemical levels in the pools and splash pad must be tested and adjusted according to the industry standard practices. The contractor is responsible for supplying all necessary chemicals, equipment maintenance, and monitoring of the chemical levels. The only exception is carbon dioxide. The pool service and maintenance contractor will monitor carbon dioxide levels, but will not be responsible for supplying the carbon dioxide.
 5. Verifying that all pool equipment, including but not limited to, diving boards, water slide, water features, etc., is in good working conditions. This task includes cleaning and conducting industry recommended routine maintenance for the equipment.
 6. Any equipment repair issues, water quality issues, etc. must be reported to designated City staff at the end of the site visit. A contact list of designated City staff will be provided upon contract execution. Issues may be reported in-person, by phone, or by email.
- On an as-needed, but scheduled in advance basis, the visit may include:
 1. Cleaning and vacuuming pools.
 2. Leaf and debris removal services.
 3. Pre-season operational preparation and/or post season shutdown procedures.
 4. Pre-season orientation class for staff.
 5. Pressure washing splash pad.
 6. Pressure washing pool deck.

Scheduling:

- After the first (1) month of service, the Contractor will provide the designated city staff a weekly schedule of work to be completed.
- For the first six (6) months of this agreement, selected Contractor will meet on site with the city's designated staff not less than weekly to coordinate and evaluate the quality and quantity of services.
- After the first six (6) months, as long as the service level is acceptable to the City, the Contractor shall meet with the city's designated staff not less than once monthly.

Each Offeror must include a list of the proposed chemicals/products and the corresponding material safety data sheets to be used under this contract. The list will be reviewed and approved by City staff. The contractor shall use Pulsar® Plus Dry Chlorinator Briquettes as the chlorine tablets. Equivalents will not be accepted for this chemical. The other chemicals are not brand specific. If there are any changes to the chemicals/products being used to complete this work, the Offeror must provide written notification and the material safety data sheet(s) to the designated city staff and wait for City approval of the new chemical/product.

Refer to Appendix E for the chemical listing and usage records since the facility reopened in May 2018. The facility's chemical usage is subject to change. There is no guarantee of the chemical types or quantities to be required.

2.5 ePayables

Replying to this RFQ confirms Offeror’s agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

2.6 Contract Term

The Contract is for a term of (5) years commencing, April 1, 2019, and terminating March 31, 2024], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor’s proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

2.7 Subcontractor Reporting

For all applicable projects totaling over \$50,000.00 and with a service related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor’s participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor’s name and scope of service provided.

2.8 Allowed Truck Routes

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix E and also available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30’), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.

SECTION 3: OFFEROR QUALIFICATIONS AND REQUIREMENTS

3.1 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3.2 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this RFP.

This portion of the Proposal shall be limited to a maximum length of three (3) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each proposal shall provide the following information:

3.2.1 Cover Letter and Company Profile: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. At a minimum, state the following:

1. Business name and home office address, identify whether this or another office address is responsible for work of this project,
2. Copy of the current business license
3. Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP.
4. Identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
 - mailing address,
 - telephone number, and
 - e-mail address.
5. **Authorized Signer – Electronic Signature for contract execution:** the City uses DocuSign to electronically deliver contracts to the awarded contractor for digital signing. To enable routing of contracts digitally for execution, include the following information for contractor's authorized signer. This employee must have the authority to bind the firm in the contract process:
 - Authorized signer's name as it should be listed for signing,
 - Authorized signer's title
 - Authorized signer's email address

3.2.2 References: Offeror shall provide a minimum of three (3) references, not including the City of Alpharetta, for each item/service proposed in this RFP. The references may include any government,

university, or similar entity where the Offeror, preferably within the last three (3) years, has successfully completed projects, which are similar in goals, scope, and complexity to the project describe herein.

At a minimum, the Offeror shall provide:

- the referenced company's name,
- the location where the service was provided,
- contact person(s),
- contact person's telephone number,
- contact person's email address,
- a complete description of the item/service type and dates provided, and
- project contract value/budget

These references may be contacted to verify Offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for Proposal disqualification.

3.2.3 Resumes and Experience of Key Personnel:

Offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel, project manager, etc. as applicable. Resumes may be included in an Appendix and will not count toward the page limit. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- length of employment with current employer

Offeror shall provide the name and phone numbers for each of the following:

A. Dedicated Manager for this Contract:

Name: _____

Office Phone Number: _____

Cell Phone Number: _____

Email Address: _____

B. Dedicated Crew Leader for this Contract:

Name: _____

Office Phone Number: _____

Cell Phone Number: _____

Email Address: _____

3.2.4 Method of Providing Services: Offeror shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished.

In addition, the Offeror must provide a list of chemicals/products and the corresponding safety information to be used under the contract. This information may be included in an Appendix and will not count toward the page limit.

3.2.5 Available Resources:

1. **Insurance:** Provide a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, workers compensation, business automobile liability, and professional liability insurance.

- a. Insurance evidence may be included in an Appendix to the proposal. It does not count toward the page limit.
- 2. **Resources:** Demonstrate capability to provide resources, including equipment, staffing, and any other resources necessary to meet project requirements.
 - a. Resource evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

3.3 General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen’s compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

SECTION 4: COST PROPOSAL

4.1 Schedule of Items

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)
- b. Offeror’s authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed,

opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:

- **Cost Proposal**
 - Offeror's Name,
 - RFP #,
 - RFP Title, and
 - Due Date/Time.
- c. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking.
- d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
- e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).
- f. **Deliveries:** In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.
- g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.
- h. **Taxes:** No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are available upon request.

Pool Maintenance Services:			
Pool season: May 1st - September 30th			Price per week
(1) site visit per week (Monday only)			
(2) site visits per week (Monday and Thursday)			
(3) site visits per week (Monday, Thursday, and Saturday)			
Pool off-season: October 1st - April 30th			Price per week
(1) site visit per week			
Additional services:			Price per occurrence
Brushing pool walls			
Cleaning and vaccumming pools and splash pad			
Leaf and debris removal services			
Pre-season operational preparation			
Pre-season orientation class for staff			
Post season shutdown procedures			
Pressure washing splash pad			
Pressure washing pool deck			
Emergency service call:			Hourly rate
Monday - Friday, 8 AM - 5 PM			
Monday - Friday, after 5 PM			
Saturday or Sunday			
Holidays			
Chemical Costs:			
	Brand Name	Quantity	Cost
	Accu Tabs		
	Algae Treatment		
	Cal Hypo Shock		
	Chlorine Bleach		
	Chlorine Stabilizer		
	Muriatic Acid		
	Pulsar® Plus Dry Chlorinator Briquettes		
	Other Chemicals (Please Specify)	Quantity	Cost

Attach additional sheets if necessary.

Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

4.2 Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. The Contractor shall submit, on a monthly basis, an invoice for the portion of Work provided to the City under the Contract at the billing address specified below.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. The City holds the right to deduct from payment an amount equitable for non-performance.

Invoices shall be submitted to:

City of Alpharetta
Recreation, Parks and Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors that are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Required Forms.

4.3 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix B: Optional and Information Forms. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

SECTION 5: EVALUATION CRITERIA

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in response to this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Offeror.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below:

Method of Providing Services	30%
Qualifications, Past Experience, and References	37%
Costs	30%
Alpharetta Vendor Preference	3%
Phase I Total	100%

Phase II

The City may choose to create a short-list of the most qualified responses. Those Offerors may be invited for interviews and further evaluated.

Interview	100%
Phase II Total	100%

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms

One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Vendor's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

1. Disclosure Form and Certificate of Non-Collusion
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of
Person Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Request for Taxpayer Identification Number and Certification (W-9)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

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

Purpose of Form

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

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

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

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

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS

- **Optional Forms:** Submit with procurement response only if relevant.

1. Local Vendor Certification Form

- Return completed form with copy of current business license.
- To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:
 - Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
 - The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
 - Has a valid business license from the City; and
 - Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

2. Notice of 'No Bid' Only return if relevant.

Local Vendor Certification Form

City of Alpharetta Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- Has a valid business license from the City.
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print): <input type="text"/>	Date: <input type="text"/>
Position Title: <input type="text"/>	Phone #: <input type="text"/>
Signature: <input type="text"/>	E-mail: <input type="text"/>

This Section is for City Use Only

Qualifications Verification: _____ Date:

Notice of "No Bid" Form



Finance Department
 2 Park Plaza
 Alpharetta, GA 30009
 P: (678) 297-6052
 F: (678) 297-6093
purchasing@alpharetta.ga.us

**CITY OF ALPHARETTA
 NOTICE OF "NO BID"**

SOLICITATION # _____ CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

- 1. We do not manufacture/supply the commodity _____
- 2. We do not manufacture/supply to the specification _____
- 3. Cannot handle due to present work load _____
- 4. Quantity/job too large _____
- 5. Quantity/job too small _____
- 6. Cannot meet delivery/completion requirements _____
- 7. Agreements with distributors/dealers do not permit us to sell direct _____
- 8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the City of Alpharetta (GA) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

APPENDIX C: PROCUREMENT INFORMATION

A. VENDOR INSTRUCTIONS

A.1 Single Point of Contact

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 Required Review

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 **Form of Questions:**

- Questions must be addressed in writing using the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

A.2.5 **City's Answers:**

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit:** Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit:** Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>
 - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Vendor's bid/proposal is accepted, Vendor will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

For Bids (ITB) with public openings, if an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts,

purchase orders, payments, etc. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form in Appendix B: Optional and Information Forms. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this procurement.

To apply for the Alpharetta Vendor Preference, the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to an RFP or an RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal or SOQ;
2. The Proposal or SOQ does not contain any such confidential material in the cost/price section; and

3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal or SOQ that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

All responses will initially be classified as either “responsive” or “nonresponsive”.

1. Responses may be found nonresponsive any time during the evaluation process if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Bid, Proposal, or SOQ does not comply with the plans and specifications as described and required by the procurement.
 - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
 - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

(2) Invitation to Bid (ITB):

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

- | | |
|-------------------------------------------|--------------------------------------------------------|
| • price; | • experience; |
| • conformity to specifications; | • delivery promise; |
| • financial ability to meet the contract; | • terms of payment; |
| • previous performance; | • compatibility as required; |
| • facilities and equipment; | • other costs; |
| • availability of repair parts; | • and other objective and accountable factors, if any. |

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(3) **Request for Proposals (RFP):**

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also invite Offerors to a Presentation and Interview and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

B.4.8 Best and Final Offer: The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

B.4.9 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

B.4.10 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(4) **Request for Qualifications (RFQ):**

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to

an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any

resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor’s risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor’s response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers’ Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor’s response to the procurement at the address listed on the Cover Page of the procurement.

C.5 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (5) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-

subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- (6) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"

(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

C.9 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: The response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: The formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: Collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: The successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: A document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

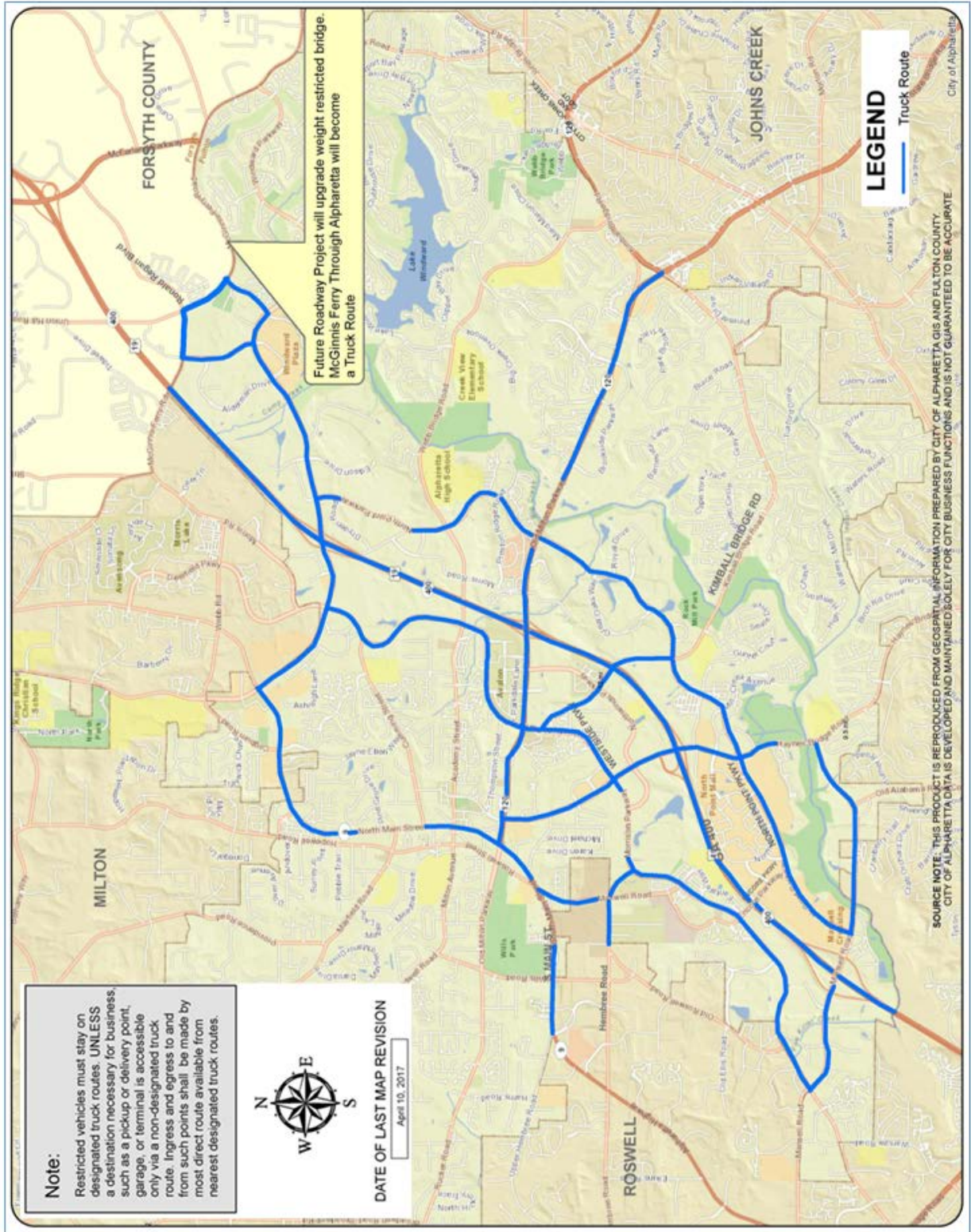
- **Complaint:** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

Work: The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: ALLOWED TRUCK ROUTE MAP

Online: <http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>



APPENDIX E: POOL CHEMICAL USAGE

The City of Alpharetta is in the first year of operations of the renovated pools. The inaugural pool season was May 27, 2018 – July 31, 2018. After July 31, 2018, the pool facility was open for weekends only through Labor Day. The chemical costs, excluding carbon dioxide, are listed below:

May 1, 2018 and June 30,2018 \$11,851
 July 1, 2018 – September 30, 2018 \$5,664

Chemical Name	May 1, 2018 - June 30, 2018			July 1, 20018 - Sept 30, 2018		
	Quantity	Price	Extended Price	Quantity	Price	Extended Price
Cal Hyp Shock (100lb)	0	\$ -	\$ -	2	\$ 150.00	\$ 300.00
Chlorine bleach	8	\$ 17.00	\$ 136.00	3	\$ 17.00	\$ 51.00
Chlorine stablizer	1	\$ 115.00	\$ 115.00	0	\$ 115.00	\$ -
Pulsar* Plus Dry Chlorinator Briquettes	80	\$ 145.00	\$ 11,600.00	35	\$ 145.00	\$ 5,075.00
Muriatic acid	0	\$ 17.00	\$ -	14	\$ 17.00	\$ 238.00
Total			\$ 11,851.00			\$ 5,664.00

The chemical usage is subject to change.

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE: WILLS PARK POOL MAINTENANCE SERVICES
RFP #: 19-112
RFP RESPONSE DUE DATE/TIME: MARCH 7, 2019 10:00 AM
RFP ISSUE DATE: FEBRUARY 7, 2019
NUMBER OF PAGES: 39

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: ABIGAIL (ABBY) SHIPP
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM-5:00 PM; FRI 8:30 AM-4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES AND **TWO** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME: DC Pool Service LLC.
FIRM/OFFEROR MAILING ADDRESS: 1359 Lochstone Drive Powder Springs GA 30127
FIRM/OFFEROR PHONE NUMBER(S): 770 262 0092
FIRM/OFFEROR FAX NUMBER(S): N/A
EMAIL ADDRESS FOR OFFEROR'S CONTACT: dcpoolservice@yahoo.com
AUTHORIZED OFFEROR SIGNATURE: [Signature]
PRINTED NAME OF SIGNER: David Clouser
OFFEROR FEDERAL I.D. NUMBER: 45-3161648
OFFEROR DUNS NUMBER: 017741685

COVER LETTER

DC Pool Service LLC.
Service Beyond Expectation
1359 Lochstone Drive
Powder Springs, GA 30127

March 5th, 2019

Abigial Shipp
City of Alpharetta – Wills Park
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Dear Ms. Shipp,

We are pleased to provide you with the attached proposal and RFP response. DC Pool Service has been in business since 2006. We have provided swimming pool maintenance, repairs and renovation services to customers all across metro Atlanta. DC Pool Service largely services city and county pools, aquatic facilities and community pools. We are a full service pool company that offers everything that a large pool, like Wills Park, would require to maintain a safe and happy swimming environment.

Thank You for the opportunity to provide a proposal and we look forward to working with you and the City of Alpharetta.

David Clouser
Owner
770-262-0092
dcpoolservice@yahoo.com



Service Beyond Expectation

*1359 Lochstone Drive
Powder Springs, GA 30127
770-262-0092*

DC Pool Service proposes to perform the following services at City of Alpharetta Wills Park Pool for 2019-2024

Service will begin April 1st, 2019

Service will end March 31st, 2024

Scope of Work for Leisure Pool, Lap Pool and Splash Pad

- Pool Service technician will check in and out with required personnel
- Test water and adjust chemistry when necessary. Water quality will be maintained to local and state codes.
- Chemicals will be provided and stocked on site.
- Carbon Dioxide will be monitored but not provided
- Brushing of pool walls as needed
- Maintain pumps and filtration systems, cleaning hair/lint strainer basket, and backwashing sand filters when necessary
- Maintain chemical feed pumps and fill vats when necessary
- Calibrate and adjust chemical controller to insure proper operation
- Check operation of automatic water leveler
- Check operation of splash pad equipment, water slide, diving boards
- Waxing and caulking of water slide once per season
- Report any water quality, chemical or equipment issues to City staff.

As needed services:

- Cleaning and vacuuming of pools/splash pad
- Leaf and debris removal
- Pressure washing of pool deck and splash pad
- Pre-season orientation of staff

Scheduling of services:

- Site visits will be scheduled with city on mutually agreeable times and dates
- Site visits may be included up to three visits per week (Monday, Thursday, Saturday) May 1st – September 30th
- Start time for site visits will be 7am
- Off season site visits will be performed once per week Oct 1st- April 30th

- Company employees will wear uniforms with proper ID and safety gear. Employee will also be fluent in English .

Review of Services:

- After the first month of service, we will provide a schedule of work completed to City staff.
- Meet with City staff once weekly for 6 months to review and evaluate the quality and quantity of services.
- Once City is agreeable to services rendered , meetings will be held once monthly

Chemicals :

- Pulsar Plus Briquettes (Calcium Hypochlorite)
- Muriatic Acid
- Sodium Bicarbonate (Baking Soda)
- Calcium Dowflake
- Calcium Hypochlorite granular shock
- Orenda Phosphate Remover
- Orenda Clarifier
- Copper Algaecide
- MSDS SHEETS ATTACHED

DC Pool Representative



Date: 3/5/19

Key Personnel :

Dedicated manager and Crew Leader:

David Clouser – Owner

770-262-0092

dcpoolservice@yahoo.com

David Clouser has been working on commercial pools and facilities since 2005. David has been owner at DC Pool Service since 2006. David maintains his current CPO certification as well as ongoing chemical controller training, Pulsar equipment training , Neptune Benson filtration and UV treatment training. Davids primary role would be to communicate and meet with City staff, schedule staff for the pool services and be on call for emergency repair requests.

Primary Pool Technician:

Michael Hutchings

Michael has been employed by DC Pool Service since 2012. Michael currently holds his CPO certification and receives ongoing training for commercial filtration and chemical treatment equipment. Michaels duties would be the once, twice and three times weekly service tech that would check chemicals, backwash filters, empty strainer and skimmer baskets, vacuum and brush pool as needed. He would also meet with staff about any current issues and report back to DC Pool mgmt.

Secondary Pool Technician / Repair personnel:

Jeremy Cochran

Jeremy has been with DC Pool Service since 2015. Jeremy currently hold his CPO certification. Jeremy has attended Pulsar training and also receives ongoing training on chemical and filtration system equipment for commercial pools. Jeremys role would be to repair any equipment issues and on call for any emergency maintenance related items. Jeremy will also meet with City staff and report back to DC Pool mgmt..

REFERENCES:

Wellstar Hospital System
Kennestone Hospital – 2 locations
Windy Hill Hospital
Orthosport Facility
Michelle Wood
770-793-7462
Michelle.Wood@wellstar.org

We currently provide services to Wellstar Hospital facilities since 2007. We provide 2-3 times weekly services at these properties. These services include cleaning of pools and spas, pool equipment maintenance and repairs, as well as chemical supplies. We also offer renovation and major repair services at these locations when needed.

Estimated Annual Maintenance Expense for all facilities: \$ 40,000.00
Estimated Annual Repairs and Renovations : \$50,000.00

Cherokee County Aquatic Center
Canton GA
Kim Whatley
678-880-4760
kWhatley@cherokeega.com

Since their opening in early 2013, we have provided on site repair and maintenance services. Beginning in 2013, we have provided monthly pool maintenance service of their indoor aquatic center pools and outdoor leisure pools. We provide chemical treatment repair, chemical balancing, filtration maintenance and scheduled cleanings. We also provide start up and shut down services for the outdoor leisure pool and splash pad.

Estimated Annual Maintenance Expense: \$15000.00
Estimated Annual Repairs and Renovations: \$ 25000.00

City of Kennesaw
Swift Cantrell Splash Pad
Kennesaw, GA
Billy Warren
404-664-2771
bwarren@kennesaw-ga.gov

Beginning in 2018, we provided weekly maintenance service of the Swift Cantrell Splash pad. We provided weekly service of splash pad equipment, chemical treatment equipment, filtration and general maintenance of splash pad and surroundings. We provided all chemicals and stocked extra parts for operation where required. We also provided annual opening procedures, preparations for health inspections, and winterizing of facility for 2017 and 2018.

Estimated Annual Maintenance Expense: \$7000.00

Mercer University
Sheffield Aquatic Center
Atlanta , GA
Michael Bauer
404-557-2215
BAUER_ME@mercer.edu

Since 2015, we have provided weekly maintenance service of the indoor pool at Sheffield Gym. We provided services to maintain water quality and chemical balance including maintenance of pool filtration system, chemical feeders including pulsar, maintenance of UV treatment system and chemical controller, vacuuming and brushing of pool when required. We also monitor chemical and CO2 use and report any issues.

Estimated Annual Maintenance Expense: \$7000.00
Estimated Annual Repair Expense: \$6000.00-10000.00

Morehouse College
Archer Hall
Atlanta ,GA
Alonzo Jones
jones-alonzo4@aramark.com
404-993-2695

Since 2012, we have provided twice weekly pool maintenance to the university pool. During our visits we provide vacuuming and brushing of the pool, maintenance of the filtration and chemical treatment equipment, chemical balancing. We also provide all chemicals including Pulsar . We also provide ongoing repair services to keep the facility up and running smoothly

Estimated Annual Maintenance Expense: \$12000.00
Estimated Annual Repair Expense: \$10000.00

Aquatic Consulting and Equipment
Alpharetta, GA
Brad Bachman
770-346-9643
Acepools@bellsouth.net

We have been providing Pulsar repair and install services since 2011. We are the certified Pulsar install and repair company for Aquatic Consulting . We service, install and repair 100s of Pulsar units throughout Georgia, and Alabama. We have access to the best pricing on parts, feeders and Pulsar chlorine.

DC Pool Service LLC

Due 3/7/19 @ 10:00 AM

Pool Maintenance Services:

Pool season: May 1st - September 30th

- (1) site visit per week (Monday only)
- (2) site visits per week (Monday and Thursday)
- (3) site visits per week (Monday, Thursday, and Saturday)

Price per week
\$ 200.00
\$ 320.00
\$ 400.00

Pool off-season: October 1st - April 30th

- (1) site visit per week

Price per week
\$ 160.00

Additional services:

- Brushing pool walls
- Cleaning and vacuuming pools and splash pad
- Leaf and debris removal services
- Pre-season operational preparation
- Pre-season orientation class for staff
- Post season shutdown procedures
- Pressure washing splash pad
- Pressure washing pool deck

Price per occurrence
\$ 50.00
\$ 100.00
\$ 200.00
\$ 200.00
\$ 100.00
\$ 200.00
\$ 150.00
\$ 1800.00

Emergency service call:

- Monday - Friday, 8 AM - 5 PM
- Monday - Friday, after 5 PM
- Saturday or Sunday
- Holidays

Hourly rate
\$ 100.00
\$ 160.00
\$ 160.00
\$ 160.00

Chemical Costs:

Brand Name	Quantity	Cost
Accu Tabs	N/A	N/A
Algae Treatment	32oz Bottle	\$ 28.00
Cal Hypo Shock	100lbs	\$ 150.00
Chlorine Bleach	1 gallon	\$ 17.00
Chlorine Stabilizer	100lb	\$ 125.00
Muriatic Acid	1 gallon	\$ 17.00
Pulsar® Plus Dry Chlorinator Briquettes	50 lbs	\$ 117.50

Other Chemicals (Please Specify)

Quantity	Cost
Sodium Bicarbonate 50 lbs	\$ 18.00
Calcium Downflake 50 lbs	\$ 18.00
Clarifier 32 oz	\$ 18.00
Phosphate Remover 32 oz	\$ 42.00
Algaecide 32 oz	\$ 25.00

Attach additional sheets if necessary.


Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY DC Pool Service LLC.

ADDRESS 1359 Lochstone Dr. Powder Springs GA 30127

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) David Clouser Owner

CONTACT INFO: PHONE NUMBER 770 262 0092

CONTACT INFO: E-MAIL ADDRESS dcpodservice@yahoo.com

FOR ANY EMERGENCY, 24 HOURS / 7 DAYS, CALL:

1-800-654-6911 (OUTSIDE
USA: 1-423-780-2970)

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC®:

1-800-424-9300 (OUTSIDE
USA: 1-703-527-3887)

FOR ALL SDS QUESTIONS & REQUESTS, CALL:

1-800-511-MSDS (OUTSIDE
USA: 1-423-780-2347)

PRODUCT NAME: **APPLIED BIOCHEMISTS SWIMTRINE PLUS**

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Supplier

Applied Biochemists
1400 Bluegrass Lakes Parkway ,
Alpharetta, GA, 30004
USA

Telephone: +17705215999
Telefax: +17705215999
Web: www.poolspacare.com

REVISION DATE: 05/26/2015
SUPERCEDES: 03/20/2009

MSDS Number: 000000024406

SYNONYMS:
CHEMICAL FAMILY: None
DESCRIPTION / USE: None established
FORMULA: None established

Manufacturer

Advantis Technologies
1200 Bluegrass Lakes Parkway
Alpharetta, GA 30004
United States of America

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Specific target organ toxicity - single exposure : Category 3

GHS Label element

Hazard pictograms :



Signal word : Warning

Hazard statements : H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
 P261 Avoid breathing vapours.
 P271 Use only outdoors or in a well-ventilated area.
Response:
 P304 + P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 P312 Call a POISON CENTER or doctor/ physician if you feel unwell.
Storage:
 P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
 P405 Store locked up.
Disposal:
 P501 Dispose of contents/container in accordance with local regulation.

Other hazards
 None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

<u>CAS OR CHEMICAL NAME</u>	<u>CAS #</u>	<u>% RANGE</u>
Triethanolamine	102-71-6	20 - 29
Ethanolamine	141-43-5	16 - 26
BASIC COPPER CARBONATE	12069-69-1	12 - 22
Citric Acid	77-92-9	0 - 8

SECTION 4. FIRST AID MEASURES

General Advice: Call a poison control center or doctor for treatment advice. For 24-hour emergency medical assistance, call Arch Chemical Emergency Action Network at 1-800-654-6911. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.



Inhalation:	IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
Skin Contact:	IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Eye Contact:	IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Ingestion:	IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

SECTION 5. FIREFIGHTING MEASURES

Flammability Summary (OSHA): Product is not known to be flammable, combustible, pyrophoric or explosive.

Flammable Properties

Flash Point:	No data.
Fire / Explosion Hazards:	0 - Will not burn
Extinguishing Media:	Carbon dioxide (CO ₂) Dry powder Foam
Fire Fighting Instructions:	Use water spray to cool unopened containers. In case of fire, use normal fire-fighting equipment and the personal protective equipment recommended in Section 8 to include a NIOSH approved self-contained breathing apparatus.
Hazardous Combustion Products:	During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion.
Upper Flammable / Explosive Limit, % in air:	No data
Lower Flammable / Explosive Limit, % in air:	No data

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Protection for Emergency Situations: Use the personal protective equipment recommended in Section 8 and a NIOSH approved self-contained breathing apparatus.

Spill Mitigation Procedures

Air Release:	Vapors may be suppressed by the use of water fog. Keep people away from and upwind of spill/leak.
Water Release:	This material is soluble in water. If the product contaminates rivers and lakes or drains inform respective authorities.

Land Release: Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13). After removal, flush contaminated area thoroughly with water. Avoid runoff into storm sewers and ditches which lead to waterways.

Additional Spill Information : Prevent further leakage or spillage if safe to do so. Use personal protective equipment as required. Evacuate personnel to safe areas.

SECTION 7. HANDLING AND STORAGE

Handling: Do not take internally. Avoid contact with skin, eyes and clothing. If in eyes or on skin, rinse well with water. Avoid breathing vapours, mist or gas.

Storage: Store in a cool, dry and well ventilated place. Isolate from incompatible materials. Do not freeze.

Incompatible Materials for Storage: Refer to Section 10, "Incompatible Materials."

Empty Container Warning: Empty containers retain hazardous residue, dispose of accordingly.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ventilation: Local exhaust ventilation or other engineering controls are normally required when handling or using this product to keep airborne exposures below the TLV, PEL or other recommended exposure limit.

Protective Equipment for Routine Use of Product

Respiratory Protection : Wear a NIOSH approved respirator if levels above the exposure limits are possible., A NIOSH approved air purifying respirator with organic vapor cartridge and N95 particulate filter. Air purifying respirators should not be used in oxygen deficient or IDLH atmospheres or if exposure concentrations exceed ten (10) times the published limit.

Skin Protection : Avoid contact with skin. Impervious gloves

Eye Protection: Safety glasses with side-shields

Protective Clothing Type: impervious clothing

General Protective Measures: Emergency eyewash should be provided in the immediate work area.

Components with workplace control parameters

Components (CAS-No.)	Value	Control parameters	Basis (Update)
Triethanolamine (102-71-6)	TWA	5 mg/m ³	ACGIH (02 2014)

Ethanolamine (141-43-5)	TWA	3 ppm	ACGIH (02 2014)
	STEL	6 ppm	ACGIH (02 2014)
BASIC COPPER CARBONATE (12069-69-1)	Conc	100 mg/m3	NIOSH/GUIDE (2005)

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	liquid
Form	No data.
Color:	No data.
Odor:	No data.
Molecular Weight:	None established
pH :	9.7 - 10.3 ()
Boiling Point:	212 °F (100 °C)
Melting point/freezing point	No data
Density	Not applicable
Vapor Pressure:	no data available
Vapor Density:	no data available
Viscosity:	no data available
Solubility in Water:	Soluble
Partition coefficient n-octanol/water:	No data.
Evaporation Rate:	LONZA-Z09.00400000 1
Oxidizing:	None established
Volatiles, % by vol.:	no data available
VOC Content	no data available This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489). This product does not contain any VOC exemptions listed under the U.S. Clean Air Act Section 450.
HAP Content	Not applicable

SECTION 10. STABILITY AND REACTIVITY

Stability and Reactivity Summary:	Stable under normal conditions., Product will not undergo hazardous polymerization.
Conditions to Avoid:	Heat, flames and sparks.
Chemical Incompatibility:	Acids, Nitrites
Hazardous Decomposition Products:	Carbon oxides, Nitrogen oxides (NOx), Hydrogen chloride
Decomposition Temperature:	No data

SECTION 11. TOXICOLOGICAL INFORMATION

Component Animal Toxicology

Oral LD50 value:

Triethanolamine	LD50 = 7,390 mg/kg	Rat
Ethanolamine	LD50 = 1,700 mg/kg	Rat
BASIC COPPER CARBONATE	LD50 = 1,350 mg/kg	Rat
Citric Acid	LD50 = 3,000 mg/kg	Rat

Component Animal Toxicology

Dermal LD50 value:

Triethanolamine	LD50 > 2,000 mg/kg	Rabbit
Ethanolamine	LD50 Approximately 1,000 mg/kg	Rabbit
BASIC COPPER CARBONATE	no data available	
Citric Acid	LD50 Believed to be > 2,000 mg/kg	Rabbit

Component Animal Toxicology

Inhalation LC50 value:

Triethanolamine	A saturated vapor concentration for 8 hours (rats) did not produce any deaths.	
Ethanolamine	LC50 1 h >	2.42 mg/l Mouse
	LC50 4 h >	970 ppm Mouse
BASIC COPPER CARBONATE	no data available	
Citric Acid	no data available	

Product Animal Toxicity

Oral LD50 value: LD50 Believed to be approximately 3,790 mg/kg Rat

Dermal LD50 value: LD50 Believed to be > 2,000 mg/kg Rabbit

Inhalation LC50 value: no data available

Skin Irritation: Not expected to be irritating to the skin.

Eye Irritation: slight irritation

Skin Sensitization: This material is not known or reported to be a skin or respiratory sensitizer.

Triethanolamine

This material tested negative for skin sensitization in animals.

Ethanolamine	This material tested negative for skin sensitization in animals.
Acute Toxicity:	May cause mild eye irritation. Ingestion may cause mild gastrointestinal discomfort. Inhalation of mist or vapor may cause irritation to the mucous membranes of the respiratory tract.
Subchronic / Chronic Toxicity:	Not known or reported to cause subchronic or chronic toxicity.
Triethanolamine	Animal studies suggest that chronic (repeated) overexposure may result in damage to the liver and kidney.
Reproductive and Developmental Toxicity:	Not known or reported to cause reproductive or developmental toxicity.
Triethanolamine	This product has been tested and was shown not to produce any adverse effects on reproductive function or fetal development when administered to laboratory animals.
Ethanolamine	This chemical has been tested in laboratory animals and no evidence of teratogenicity, embryotoxicity or fetotoxicity was seen.
Citric Acid	This chemical has been tested in laboratory animals and there was no evidence of reproductive toxicity or teratogenicity.
Mutagenicity:	Not known or reported to be mutagenic.
Triethanolamine	This chemical has been shown to be non-mutagenic based on a battery of assays.
Ethanolamine	This chemical has been tested in a battery of mutagenicity/genotoxicity assays and the results were negative.
Citric Acid	This product was determined to be non-mutagenic in the Ames assay. It was also shown to be negative in the Dominant lethal assay.
Carcinogenicity:	This product is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP or EPA.
Triethanolamine	The International Agency for Research on Cancer (IARC) has classified this product or a component of this product as a Group 3 substance, Unclassifiable as to Its Carcinogenicity to Humans.
Ethanolamine	This product is not known or reported to be carcinogenic by any reference source including IARC, OSHA, NTP or EPA. Chemicals of similar structure have been shown not to cause cancer in laboratory animals.

Citric Acid

The carcinogenicity has been evaluated through animal study and it was found not to be carcinogenic.

SECTION 12. ECOLOGICAL INFORMATION

Overview: Toxic to fish and other aquatic organisms.

Ecological Toxicity Values for: Triethanolamine

- Pimephales promelas (fathead minnow) - (measured, flow-through) 96 h LC50 = 11,800 mg/l
- Daphnia magna, Common shrimp (Crangon crangon) - (nominal, static). 24 h EC50= 1,850 mg/l
- (nominal, renewal). 48 h LC50> 100 mg/l
- Green algae (Scenedesmus subspicatus) - (nominal, static). 48 h EC50 = 750 mg/l

Ecological Toxicity Values for: Ethanolamine

- Rainbow trout (Oncorhynchus mykiss) - (nominal, static). 96 h LC50 = 150 mg/l
- Mosquito fish - (nominal, static). 96 h LC50 = 337.5 mg/l
- Bluegill - (nominal, static). 96 h LC50 = 329.16 mg/l
- Pimephales promelas (fathead minnow) - (measured, flow-through) 96 h LC50 = 2,070 mg/l
- Goldfish - (measured, static) 96 h LC50 = 170 mg/l
- Daphnia magna (Water flea) - (nominal, static). 24 h LC50= 140 mg/l
- Crangon crangon (shrimp) - (nominal, renewal). 48 h LC50> 100 mg/l
- Brine shrimp - 48 h LC50= 7,100 mg/l
- Daphnia magna (Water flea) - 48 h EC50= 65 mg/l

Ecological Toxicity Values for: Citric Acid

- Lepomis macrochirus (Bluegill sunfish) - (static). 96 h LC50 = 1,516 mg/l
- Daphnia magna (Water flea) - 72 h EC50 Approximately 120 mg/l

SECTION 13. DISPOSAL CONSIDERATIONS

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THE MATERIAL. THE USER OF THE MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

Waste Disposal Summary : If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. As a nonhazardous liquid waste, it should be disposed of in accordance with local, state and federal regulations.

SECTION 14. TRANSPORT INFORMATION

DOT
 Not dangerous goods

TDG
 Not dangerous goods

IATA
 Not dangerous goods

IMDG-CODE
 Not dangerous goods

SECTION 15. REGULATORY INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency 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.

Signal word : CAUTION!
 Hazard statements : This pesticide is toxic to fish.

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)

2,2'-Iminodiethanol	111-42-2	100	
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SARA 302

No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313

The following components are subject to reporting levels established by SARA Title III, Section 313:

copper carbonate 12069-69-1

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 12 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

This product does not contain any Hazardous Substances listed under the U.S. CleanWater Act, Section 311, Table 116.4A.

This product does not contain any Hazardous Chemicals listed under the U.S. CleanWater Act, Section 311, Table 117.3.

This product contains the following toxic pollutants listed under the U.S. Clean Water Act Section 307

copper carbonate	12069-69-1	17.07 %
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US State Regulations

Massachusetts Right To Know

2,2',2''-Nitrilotriethanol	102-71-6
2-Aminoethanol	141-43-5

Pennsylvania Right To Know

2,2',2''-Nitrilotriethanol	102-71-6
2-Aminoethanol	141-43-5



copper carbonate 12069-69-1
Citric acid 77-92-9

New Jersey Right To Know

2,2',2''-Nitrilotriethanol 102-71-6
2-Aminoethanol 141-43-5
copper carbonate 12069-69-1
Citric acid 77-92-9

California Prop 65

WARNING! This product contains a chemical known to the State of California to cause cancer.

2,2'-Iminodiethanol 111-42-2

The components of this product are reported in the following inventories:

TSCA : This is an EPA registered pesticide.

Inventories

AICS (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECl (Korea), NZIoC (New Zealand), PICCS (Philippines), TSCA (USA)

SECTION 16. OTHER INFORMATION

SECTIONS REVISED: First formulated version in SAP.
Major References : Available upon request.

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. ARCH CHEMICALS BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION BUT, MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT ARCH CHEMICALS MSDS CONTROL AT THE PHONE NUMBER ON THE FRONT PAGE TO MAKE CERTAIN THAT THIS DOCUMENT IS CURRENT. .

MSDS Document

Product CONCENTRATED CLARIFIER

1. Chemical Product and Company Identification

Trade Name of this Product CONCENTRATED CLARIFIER

MSDS ID MSDS2567

Manufacturer

Haviland Consumer Products, Inc.
421 Ann Street N.W.
Grand Rapids, MI 49504

Phone Number

(616) 361-6691

Emergency Phone

CHEMTREC (800) 424-9300

CHEMTREC International (703) 527-3887

Revision Date 00/00/00

Health:	1
Fire:	0
Reactivity:	0
Specific	

2. Composition and Information on Ingredients

Ingredient	CAS Number	Weight %	ACGIH TLV	PEL	STEL
No hazardous components (in accordance with OSHA 29 CFR 1910.1200)	NA				

3. Hazard Identification

Emergency Overview

May cause irritation but expected to be non-hazardous.

Health Effects

May cause irritation to the eyes, skin, nose, and throat.

Carcinogenicity

None of the components present in this material are listed by IARC or NTP as a carcinogen.

Reproductive Effects

None known

Routes of Entry

Inhalation, Ingestion, Skin or Eye Contact

4. First Aid Information

Eye Contact

Flush with large amount of water for at least 15 minutes. Get medical attention if problems persist.

Skin Contact

Wash with soap and water. Remove contaminated clothing. See a physician if irritation occurs.

Ingestion

Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth to an unconscious person.

Inhalation

Fresh air should alleviate any respiratory discomfort. If breathing difficulties develop or persist, get medical attention.

5. Fire Fighting Measures

Flash Point N/A

Extinguishing Media

Water spray, foam, carbon dioxide, dry chemical

Special Fire Fighting Procedures

Fire fighters should wear full protective clothing including self-contained breathing apparatus.

Unusual Fire Hazard

None known.

6. Accidental Release Measures

Spill and Leak Procedures

Block any potential routes to water systems. Recover as much of the pure product as possible into appropriate containers. Use absorbent to collect spill or leak residue. Follow all local, state and federal regulations.

7. Handling and Storage

Handling Procedures

Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling.

Storage Procedures

Keep container closed when not in use. Store in a cool, dry place. Store away from

incompatible materials.

8. Exposure Controls and Personal Protection

Engineering Controls

Use local exhaust to control vapors/mists.

Eye Protection

Safety glasses or goggles required.

Protective Gloves

Rubber or other impervious materials.

Respiratory Protection

If ventilation is not sufficient to effectively prevent buildup of vapors, appropriate NIOSH/MSHA respiratory protection must be provided.

Other Protective Equipment

Flowing water source should be available. Prevent contact with skin & clothing by using protective garments.

9. Physical and Chemical Properties

Physical State	Liquid
Specific Gravity	1.035
Color/Appearance	Clear blue liquid
Odor	Slight odor
Boiling/Cond. Point	212°F
Melting/Freezing Point	Not Established
Solubility	Complete
Vapor Density	Not Established
Vapor Pressure	Not Established

10. Stability and Reactivity

Chemical Stability

Stable

Conditions to Avoid

None known

Incompatible Materials

Strong oxidizing agents.

Hazardous Decomposition Products

None currently known

Hazardous Polymerization

Will not occur.

11. Toxicological Information

No information available.

12. Ecological Information

No information available.

13. Disposal Considerations

Waste Disposal

Dispose of waste in accordance with all federal, state, and local regulations.

14. Transportation Information

DOT Shipping Name

Not Regulated

15. Regulatory Information

TSCA

All ingredients of this material are listed on the TSCA inventory.

16. Other Information

This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.

Disclaimer

Nothing contained herein grants or extends a license, express or implied, in connection with patents, issued or pending, of the manufacturer or others. The manufacturer makes no warranties, expressed or implied, as to the accuracy, completeness, or adequacy of the information contained herein. The manufacturer shall not be held liable (regardless of fault) to the vendee's employees, or anyone for any direct, special or consequential damages arising out of or in connection with the accuracy, completeness, adequacy or furnishing of such information.



Safety Data Sheet (SDS)

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control

Section 1: Identification

Product/Chemical Name: CV700 Enzyme Water Cleaner & Phosphate Control

Chemical Formula: Proprietary Enzyme Formula

CAS Number: N/A.

Other Designations: None

General Use: Digestion or non-living organics and oils from water, with a phosphate remover additive.

• **Manufacturer:**

Pure Planet Science & Technologies Inc. dba Orenda Technologies
760 River Oaks Circle
Fairview, TX 75069
Tele: 866-763- 4269
info@orendatech.com
www.orendatech.com

Section 2: Hazard(s) Identification

Hazardous Statement:

The precise composition of CV700 Enzyme Water Cleaner & Phosphate Control is proprietary information. A more complete disclosure will be made to an attending physician in the event of a medical emergency involving this product. When utilized in accordance with Orenda Technologies, CV700 is considered to be environmentally safe, nontoxic and nonhazardous.

Precautionary statements:

Wear protective gloves/protective clothing/eye protection/face protection.

Wash thoroughly after handling.

Specific treatment (see on this label).

Take off contaminated clothing and wash before reuse.

If skin irritation occurs: Get medical advice/attention.

IF ON SKIN: Wash with plenty of water.

• **Classification system:**

• **NFPA ratings (scale 0 - 4)**



Health = 1
Fire = 0
Reactivity = 0

• **HMIS-ratings (scale 0 - 4)**

HEALTH	1
FIRE	0
REACTIVITY	0

Health = 1
Fire = 0
Reactivity = 0

Section 3: Composition/Information on Ingredients



Safety Data Sheet (SDS)

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control

- CAS Number: N/A
- CV700 Enzyme Water Cleaner & Phosphate Control is an aqueous solution comprised of a mixture of enzymes as the primary mechanism for digesting non-living organics and oils from water and to remove phosphates from the water as well. The exact formulation is proprietary and a trade secret.

Section 4: First-Aid Measures

- Description of First Aid Measures:

Inhalation: In the improbable event of product inhalation, remove the affected individual to fresh air and provide fresh air or artificial respiration as required. Obtain medical attention.

Eye Contact: Flush thoroughly with water for five minutes and obtain medical attention if irritation of eye membranes persists.

Skin Contact: Wash contacted areas with soap and water, apply emollient skin cream to minimize dryness and seek medical attention if irritation persists.

Ingestion: Drink several glasses of water. Obtain medical attention.

After first aid, get appropriate in-plant, paramedic, or community medical support if exposure symptoms persist.

Note to Physicians: Under normal use and human exposure conditions, the product is considered nontoxic and nonhazardous.

Special Precautions/Procedures: None.

Ingestion: With substantial and/or long term ingestion of the as-received product, possible delayed blood clotting, sensitivity to heat, skin itching, increased odor and taste awareness, and liver damage.

Carcinogenicity: IARC, NTP, and OSHA do not list CV700 Enzyme Water Cleaner & Phosphate Control or its components as carcinogens.

Medical Conditions Aggravated by Long-Term Exposure: None known.

Chronic Effects: There are no known chronic effects except as indicated above under Acute Effects.

Section 5: Fire-Fighting Measures

Flash Point: None.

Flash Point Method: N/A

Burning Rate: N/A

Autoignition Temperature: N/A

LEL: N/A

UEL: N/A

Flammability Classification: Nonflammable.

Extinguishing Media: N/A

Unusual Fire or Explosion Hazards: None.

Hazardous Combustion Products: Thermal oxidative decomposition of the product may release toxic fumes of hydrogen chloride and metal oxide.

Fire-Fighting Instructions: Do not release runoff from fire control methods to sewers or waterways.

- **Fire-Fighting Equipment:** Because fire may produce toxic thermal decomposition products, wear a self-contained breathing apparatus (SCBA) with a full facepiece operated in pressure-demand or positive-pressure mode.

Section 6: Accidental Release Measures



Safety Data Sheet (SDS)

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control

Spill /Leak Procedures:

Small & Large Spills

Containment: For all spills, pick up mechanically and place in suitable container for disposal. Do not release into sewers or waterways.

Cleanup: After product recovery and removal, flush spill area with water to a sanitary sewer.

- **Regulatory Requirements:** Follow applicable OSHA regulations (29 CFR 1910.120).

Section 7: Handling and Storage

Handling Precautions: Wear appropriate eye and glove protection to minimize personal exposure.

Storage Requirements: Do not store with oxidizing or acidic materials. Keep containers tightly sealed, store at temperatures below 120°F.

Regulatory Requirements: None established

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Ventilation: In the event of product misting, provide general or local exhaust ventilation systems to minimize airborne concentrations. Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

Administrative Controls:

Respiratory Protection: If product misting occurs, follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a MSHA/NIOSH-approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. If respirators are used, OSHA requires a written respiratory protection program that includes at least: medical certification, training, fit-testing, periodic environmental monitoring, maintenance, inspection, cleaning, and convenient, sanitary storage areas.

Protective Clothing/Equipment: Wear chemically protective gloves to prevent prolonged or repeated skin contact. Wear protective eyeglasses or chemical safety goggles, per OSHA eye- and face-protection regulations (29 CFR 1910.133). Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with contact lenses.

Safety Stations: Make emergency eyewash stations, safety/quick-drench showers, and washing facilities available in work area.

Contaminated Equipment: Separate contaminated work clothes from street clothes. Launder before reuse. Remove material from your shoes and clean personal protective equipment after use.

- **Comments:** Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics. **KEEP AWAY FROM CHILDREN.**

Section 9: Physical and Chemical Properties



Safety Data Sheet (SDS)

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control

Physical State: Liquid

Appearance and Odor: Clear light amber with little or no odor.

Odor Threshold: Not determined.

Vapor Pressure: Not determined.

Vapor Density (Air=1): Not determined.

Formula Weight: N/A Density: 8.52 lbs./gal..

Specific Gravity (H₂O=1, at 4 °C): 1.02

pH: 4.0 -5.0 Typical

Water Solubility: Completely soluble.

Other Solubilities: Insoluble in hydrocarbons.

Boiling Point: > 212°F.

Freezing Point: < 30°F.

Viscosity: Not determined.

Refractive Index: Not Determined.

Surface Tension: Not Determined.

% Volatile: Not Determined.

Evaporation Rate: Not Determined.

Section 10: Stability and Reactivity

Stability: CV700 is stable at room temperature in closed containers under normal storage and handling conditions.

Polymerization: Hazardous polymerization cannot occur.

Chemical Incompatibilities: Do not store with oxidizers or acidic agents.

Conditions to Avoid: N/A

Hazardous Decomposition Products: Thermal oxidative decomposition of CV700 can produce fumes of hydrogen chloride, and oxides of carbon, and nitrogen

Section 11: Toxicological Information



Safety Data Sheet (SDS)

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control

Toxicity Data:

Eye Effects: As received, irritation of eye membranes.

Skin Effects: As received, irritating

Ingestion Effects: See Potential Health

Acute Inhalation Effects: Human, inhalation, T_{CLo}: Not established.

Acute Oral Effects: Rat, oral, LD 50: Not Established

Chronic Effects: None known.

Carcinogenicity: None known.

Mutagenicity: None known.

Teratogenicity: None known.

Section 12: Ecological Information (non-mandatory)

Ecotoxicity: Specific data not established. Under prescribed conditions of use, will not be toxic to mammalian, reptilian or piscine species.

Environmental Fate Environmental Transport: Water or soil.

Environmental Degradation: Not established.

Soil Absorption/Mobility: Not established.

Section 13: Disposal Considerations (non-mandatory)

Disposal: Contact Orenda Technologies, your local supplier or a licensed contractor for detailed recommendations. Recovered spilled product may be disposed of by either or incineration. Follow applicable Federal, state, and local regulations.

Disposal Regulatory Requirements: None.

Container Cleaning and Disposal: Thoroughly clean empty containers with water and recycle or dispose of. Do not use empty containers for food storage.

Section 14: Transport Information (non-mandatory)

**Safety Data Sheet (SDS)**

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control**DOT Transportation Data (49 CFR 172.101):****Shipping Name:** Chemicals,
NOS (Non-regulated).**Shipping Symbols:** None.**Hazard Class:** Nonhazardous.**ID No.:** None.**Packing Group:** N/A**Label:** None.**Special Provisions (172.102):**
None.**Packaging Authorizations**a) **Exceptions:** N/Ab) **Non-bulk Packaging:** N/Ac) **Bulk Packaging:** N/A**Quantity Limitations**a) **Passenger, Aircraft, or Railcar:** None.b) **Cargo Aircraft Only:** None.**Vessel Stowage Requirements**a) **Vessel Stowage:** None.b) **Other:** N/A**Section 15: Regulatory Information (non-mandatory)**



Safety Data Sheet (SDS)

Reviewed on 05/06/2015

Trade Name: CV700 Enzyme Water Cleaner & Phosphate Control

EPA Regulations:

STATE REGULATIONS:

California: The components in this material are not subject to the requirements of California Proposition 65 (CA Health & Safety Code Section 25249.5).

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1 03=EPCRA 313

01-2A=IARC Group 2A 04=CA Proposition 65

01-2B=IARC Group 2B 05=MA RTK

02=NTP Carcinogen 06=NJ RTK

07=PA RTK

No components of this material were found on the regulatory lists above.

INVENTORY STATUS:

AICS (Australia): All components comply with inventory requirements

DSL (Canada): All components comply with inventory requirements

EINECS (European Union): All components comply with inventory requirements

ENCS (Japan): All components comply with inventory requirements

IECSC (China): All components comply with inventory requirements

KECI (Korea): All components comply with inventory requirements

PICCS (Philippines): All components comply with inventory requirements

TSCA (United States): All components comply with inventory requirements

OTHER REGULATORY INFORMATION:

WHMIS Classification (Canada):

D2B – Materials causing other toxic effects (eye irritation and chronic respiratory disease).

Section 16: Other Information

Prepared by: Jarred Morgan

Preparation date: 05/06/2015

Additional Hazard Rating Systems:None.

Disclaimer: The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

SAFETY DATA SHEET

Creation Date 28-May-2010

Revision Date 20-Apr-2018

Revision Number 4

1. Identification

Product Name Calcium hypochlorite
Cat No. : C100-250; C100-500
CAS-No 7778-54-3
Synonyms losantin; Hypochlorous acid; Calcium oxychloride
Recommended Use Laboratory chemicals.
Uses advised against Food, drug, pesticide or biocidal product use

Details of the supplier of the safety data sheet

Company

Fisher Scientific
One Reagent Lane
Fair Lawn, NJ 07410
Tel: (201) 796-7100

Emergency Telephone Number

CHEMTREC®, Inside the USA: 800-424-9300
CHEMTREC®, Outside the USA: 001-703-527-3887

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Oxidizing solids	Category 2
Corrosive to metals	Category 1
Acute oral toxicity	Category 4
Skin Corrosion/irritation	Category 1 B
Serious Eye Damage/Eye Irritation	Category 1
Specific target organ toxicity (single exposure)	Category 3
Target Organs - Respiratory system.	

Label Elements

Signal Word

Danger

Hazard Statements

May intensify fire; oxidizer
May be corrosive to metals
Harmful if swallowed
Causes severe skin burns and eye damage
May cause respiratory irritation



Precautionary Statements

Prevention

Wash face, hands and any exposed skin thoroughly after handling
 Do not eat, drink or smoke when using this product
 Do not breathe dust/fume/gas/mist/vapors/spray
 Wear protective gloves/protective clothing/eye protection/face protection
 Use only outdoors or in a well-ventilated area
 Keep away from heat/sparks/open flames/hot surfaces. - No smoking
 Keep/Store away from clothing/ other combustible materials
 Take any precaution to avoid mixing with combustibles
 Keep only in original container

Response

Immediately call a POISON CENTER or doctor/physician

Inhalation

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing

Skin

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse

Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

Ingestion

Rinse mouth
 Do NOT induce vomiting

Fire

In case of fire: Use water spray or fog for extinction

Spills

Absorb spillage to prevent material damage

Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed
 Store in corrosive resistant polypropylene container with a resistant inliner
 Store in a dry place

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Very toxic to aquatic life
 Contact with acids liberates toxic gas

3. Composition/Information on Ingredients

Component	CAS-No	Weight %
Calcium hypochlorite	7778-54-3	100

4. First-aid measures

Eye Contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Immediate medical attention is required.

Skin Contact

Wash off immediately with plenty of water for at least 15 minutes. Immediate medical

	attention is required.
Inhalation	Move to fresh air. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediate medical attention is required. If not breathing, give artificial respiration.
Ingestion	Do not induce vomiting. Call a physician or Poison Control Center immediately.
Most important symptoms and effects	Causes burns by all exposure routes. Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated: Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation
Notes to Physician	Treat symptomatically

5. Fire-fighting measures

Suitable Extinguishing Media	Not combustible. Use: Water spray or fog. Use water spray to cool unopened containers.
Unsuitable Extinguishing Media	Carbon dioxide (CO2), Dry chemical
Flash Point Method -	Not applicable No information available
Autoignition Temperature	No information available
Explosion Limits	
Upper	No data available
Lower	No data available
Oxidizing Properties	Oxidizer
Sensitivity to Mechanical Impact	No information available
Sensitivity to Static Discharge	No information available

Specific Hazards Arising from the Chemical

Oxidizer: Contact with combustible/organic material may cause fire. Decomposes violently at elevated temperatures. Containers may explode when heated. Thermal decomposition can lead to release of irritating gases and vapors. Corrosive Material. Do not allow run-off from fire fighting to enter drains or water courses. May ignite combustibles (wood, paper, oil, clothing, etc.).

Hazardous Combustion Products

Hydrogen chloride gas Chlorine oxygen

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

NFPA

Health 3	Flammability 0	Instability 1	Physical hazards OX
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6. Accidental release measures

Personal Precautions	Use personal protective equipment. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Ensure adequate ventilation. Avoid dust formation. Do not get in eyes, on skin, or on clothing.
Environmental Precautions	Do not flush into surface water or sanitary sewer system. Do not allow material to contaminate ground water system. Prevent product from entering drains. Local authorities should be advised if significant spillages cannot be contained.
Methods for Containment and Clean Up	Keep combustibles (wood, paper, oil, etc) away from spilled material. Sweep up or vacuum up spillage and collect in suitable container for disposal. Avoid dust formation. Soak up with inert absorbent material.

7. Handling and storage

Handling	Use only under a chemical fume hood. Wear personal protective equipment. Keep away from clothing and other combustible materials. Avoid dust formation. Do not breathe dust. Do not get in eyes, on skin, or on clothing.
Storage	Keep containers tightly closed in a dry, cool and well-ventilated place. Protect from moisture. Keep away from direct sunlight. Keep away from heat and sources of ignition. Keep at temperatures below 50°C. Keep refrigerated. Corrosives area. Do not store near combustible materials.

8. Exposure controls / personal protection

Exposure Guidelines	This product does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.
Engineering Measures	Use only under a chemical fume hood. Ensure adequate ventilation, especially in confined areas. Ensure that eyewash stations and safety showers are close to the workstation location.
Personal Protective Equipment	
Eye/face Protection	Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.
Skin and body protection	Wear appropriate protective gloves and clothing to prevent skin exposure.
Respiratory Protection	Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.
Hygiene Measures	Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Physical State	Solid
Appearance	Off-white
Odor	slight chlorine
Odor Threshold	No information available
pH	11.4
Melting Point/Range	100 °C / 212 °F
Boiling Point/Range	No information available
Flash Point	Not applicable
Evaporation Rate	Not applicable
Flammability (solid,gas)	No information available
Flammability or explosive limits	
Upper	No data available
Lower	No data available
Vapor Pressure	No information available
Vapor Density	Not applicable
Specific Gravity	2.350
Solubility	soluble Decomposes in contact with water
Partition coefficient; n-octanol/water	No data available
Autoignition Temperature	No information available
Decomposition Temperature	No information available
Viscosity	Not applicable
Molecular Formula	Ca Cl ₂ O ₂
Molecular Weight	142.98

10. Stability and reactivity

Reactive Hazard	Yes
Stability	Oxidizer: Contact with combustible/organic material may cause fire.
Conditions to Avoid	Combustible material. Incompatible products. Exposure to moist air or water. Temperatures above 50°C. Excess heat.
Incompatible Materials	Organic materials, Acids, Amines, Ammonia, Alcohols, Reducing agents, Metals, Strong reducing agents, Combustible material
Hazardous Decomposition Products	Hydrogen chloride gas, Chlorine, oxygen
Hazardous Polymerization	Hazardous polymerization does not occur.
Hazardous Reactions	Contact with acids liberates toxic gas. Thermal decomposition.

11. Toxicological information

Acute Toxicity

Product Information Component Information

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
Calcium hypochlorite	LD50 = 850 mg/kg (Rat)	LD50 > 2000 mg/kg (Rabbit)	Not listed

Toxicologically Synergistic Products No information available

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Irritation	Causes burns by all exposure routes
Sensitization	No information available
Carcinogenicity	The table below indicates whether each agency has listed any ingredient as a carcinogen.

Component	CAS-No	IARC	NTP	ACGIH	OSHA	Mexico
Calcium hypochlorite	7778-54-3	Not listed	Not listed	Not listed	Not listed	Not listed

Mutagenic Effects	No information available
Reproductive Effects	No information available.
Developmental Effects	No information available.
Teratogenicity	No information available.
STOT - single exposure	Respiratory system
STOT - repeated exposure	None known
Aspiration hazard	No information available
Symptoms / effects, both acute and delayed	Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated: Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation
Endocrine Disruptor Information	No information available
Other Adverse Effects	The toxicological properties have not been fully investigated.

12. Ecological information

Ecotoxicity

Very toxic to aquatic organisms. The product contains following substances which are hazardous for the environment.

Component	Freshwater Algae	Freshwater Fish	Microtox	Water Flea
Calcium hypochlorite	Not listed	LC50: 0.054 - 0.06 mg/L, 96h semi-static (Lepomis macrochirus) LC50: = 0.4 mg/L, 96h flow-through (Lepomis macrochirus) LC50: 0.13 - 0.2 mg/L, 96h static (Oncorhynchus mykiss) LC50: 0.055 - 0.1 mg/L, 96h semi-static (Oncorhynchus mykiss) LC50: = 0.5 mg/L, 24h static (Morone saxatilis) LC50: 0.185 - 0.26 mg/L, 96h semi-static (Cyprinus carpio) LC50: 0.561 - 1.41 mg/L, 96h static (Pimephales promelas) LC50: 0.049 - 0.16 mg/L, 96h static (Lepomis macrochirus)	Not listed	0.11 mg/l EC50 48h

Persistence and Degradability Soluble in water Persistence is unlikely based on information available.

Bioaccumulation/ Accumulation No information available.

Mobility Will likely be mobile in the environment due to its water solubility.

13. Disposal considerations

Waste Disposal Methods Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. Chemical waste generators must also consult local, regional, and national hazardous waste regulations to ensure complete and accurate classification.

14. Transport information

DOT

UN-No UN3485
 Proper Shipping Name Calcium hypochlorite, dry, corrosive
 Hazard Class 5.1
 Subsidiary Hazard Class 8
 Packing Group II

TDG

UN-No UN3485
 Proper Shipping Name Calcium hypochlorite, dry, corrosive
 Hazard Class 5.1
 Subsidiary Hazard Class 8
 Packing Group II

IATA

UN-No UN3485
 Proper Shipping Name CALCIUM HYPOCHLORITE, DRY, CORROSIVE
 Hazard Class 5.1
 Subsidiary Hazard Class 8
 Packing Group II

IMDG/IMO

UN-No UN3485

DOT Severe Marine Pollutant N

U.S. Department of Homeland Security

This product does not contain any DHS chemicals.

Other International Regulations

Mexico - Grade No information available

16. Other information

Prepared By	Regulatory Affairs Thermo Fisher Scientific Email: EMSDS.RA@thermofisher.com
Creation Date	28-May-2010
Revision Date	20-Apr-2018
Print Date	20-Apr-2018
Revision Summary	This document has been updated to comply with the US OSHA HazCom 2012 Standard replacing the current legislation under 29 CFR 1910.1200 to align with the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of SDS

SAFETY DATA SHEET

M48006 - ANSI - EN



DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006

SDS Revision Date: 18-Dec-2014

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification:	Occidental Chemical Corporation 5005 LBJ Freeway P.O. Box 809050 Dallas, TX 75380-9050 1-800-752-5151
24 Hour Emergency Telephone Number:	1-800-733-3665 or 1-972-404-3228 (USA); CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186
To Request an SDS:	MSDS@oxy.com or 1-972-404-3245
Customer Service:	1-800-752-5151 or 1-972-404-3700
Product Identifier:	DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES
Synonyms:	Calcium Dichloride, Calcium Chloride, Calcium Chloride Flake, DOWFLAKE
Product Use:	Concrete Acceleration, Ice Melting, Dust Control, Road Base Stabilization
Uses Advised Against:	None identified.
Note:	DOWFLAKE™ is a trademark of The Dow Chemical Company
Additional Information:	CONSUMER PRODUCTS: When packaged in quantities of 50 lbs. or less, and used in a manner and frequency typical of consumer use, OxyChem considers this product a consumer use product which is regulated by the Consumer Product Safety Commission (CPSC). Because CPSC labeling requirements differ from the Occupational Safety and Health Administration (OSHA) GHS requirements for safety data sheets (SDS), slight differences in hazard information between the product label and SDS may be observed.

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006

SDS Revision Date: 18-Dec-2014

2. HAZARDS IDENTIFICATION

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

EMERGENCY OVERVIEW:

Color: White
Physical state: Solid
Appearance: Flakes
Odor: Odorless

Signal Word: WARNING

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

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

PRECAUTIONARY STATEMENTS: Wash thoroughly after handling.

GHS CLASSIFICATION:

GHS: CONTACT HAZARD - SKIN:	Category 2 - Causes skin irritation
GHS: CONTACT HAZARD - EYE:	Category 2B - Causes eye irritation
GHS: ACUTE TOXICITY - INHALATION:	No data available. Not classified.
GHS: ACUTE TOXICITY - ORAL:	Category 4 - Harmful if swallowed
GHS: ACUTE TOXICITY - DERMAL:	Not classified as acutely toxic for dermal exposure
GHS: CARCINOGENICITY:	Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA.

UNKNOWN ACUTE TOXICITY:

A percentage of this product consists of ingredient(s) of unknown acute toxicity.

Unknown Acute Dermal Toxicity:

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

GHS SYMBOL:

Exclamation mark

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006

SDS Revision Date: 18-Dec-2014



GHS SIGNAL WORD: WARNING

GHS HAZARD STATEMENTS:

GHS - Health Hazard Statement(s)

Causes skin irritation
Causes eye irritation
Harmful if swallowed

GHS - Precautionary Statement(s) - Prevention

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

GHS - Precautionary Statement(s) - Response

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

GHS - Precautionary Statement(s) - Storage

There are no Precautionary-Storage phrases assigned

GHS - Precautionary Statement(s) - Disposal

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

Hazards Not Otherwise Classified (HNOC)

None Known

See Section 11: TOXICOLOGICAL INFORMATION

3. COMPOSITION/INFORMATION ON INGREDIENTS

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

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006

SDS Revision Date: 18-Dec-2014

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

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

4. FIRST AID MEASURES

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

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

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

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

Most Important Symptoms/Effects (Acute and Delayed) :

Acute Symptoms/Effects: Listed below.

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

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

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

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

Delayed Symptoms/Effects:

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

Interaction with Other Chemicals Which Enhance Toxicity: None known.

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

Protection of First-Aiders: At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission. If potential for exposure exists refer to Section 8 for specific personal protective equipment.

DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES

SDS No.: M48006

SDS Revision Date: 18-Dec-2014

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

5. FIRE-FIGHTING MEASURES

Fire Hazard: This material does not burn.

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire.

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

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

Sensitivity to Mechanical Impact: Not sensitive.

Sensitivity to Static Discharge: Not sensitive.

Lower Flammability Level (air): Not applicable

Upper Flammability Level (air): Not applicable

Flash point: Not applicable

Auto-ignition Temperature: Not applicable

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions:

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

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Methods and Materials for Containment and Cleaning Up:

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

Environmental Precautions:

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

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

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

Safe Storage Conditions:

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

Incompatibilities/ Materials to Avoid:

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

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

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

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

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

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

Component	CAS Number	ACGIH TWA	ACGIH STEL	ACGIH Ceiling	OSHA TWA (Vacated)	OSHA STEL (Vacated)	OSHA Ceiling (Vacated)
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Particulates Not Otherwise Specified (PNOS)	Not Assigned	10 mg/m ³ (Inhalable) 3 mg/m ³ (Respirable)	----	----	----	----	----
---------------------------------------------	--------------	----------------------------------------------------------------------------	------	------	------	------	------

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

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

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

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

PERSONAL PROTECTIVE EQUIPMENT:

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

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

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

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical state Solid

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Appearance:	Flakes
Color:	White
Odor:	Odorless
Odor Threshold [ppm]:	No data available.
Molecular Formula:	CaCl ₂
Decomposition Temperature:	Not applicable
Boiling Point/Range:	Not applicable to solids
Freezing Point/Range:	Not applicable to solids.
Melting Point/Range:	772 °C (1,422 °F)
Vapor Pressure:	Negligible at ambient temperature
Vapor Density (air=1):	Not applicable
Relative Density/Specific Gravity (water=1):	Not applicable to solids
Bulk Density:	51 - 61 lb/ft ³
Water Solubility:	Readily soluble
pH:	Not applicable to solids
Volatility:	Not applicable
Evaporation Rate (ether=1):	Not applicable
Partition Coefficient (n-octanol/water):	No data available
Flash point:	Not applicable
Flammability (solid, gas):	Not applicable
Lower Flammability Level (air):	Not applicable
Upper Flammability Level (air):	Not applicable
Auto-ignition Temperature:	Not applicable
Viscosity:	Not applicable
Hygroscopic:	Yes

10. STABILITY AND REACTIVITY

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

Chemical Stability: Stable at normal temperatures and pressures.

Possibility of Hazardous Reactions:

Avoid moisture.

Conditions to Avoid:

(e.g., static discharge, shock, or vibration) -. None known.

Incompatibilities/ Materials to Avoid:

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

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

Hazardous Polymerization: Will not occur.

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11. TOXICOLOGICAL INFORMATION**TOXICITY DATA:****PRODUCT TOXICITY DATA: DOWFLAKE™ XTRA 83-87% CALCIUM CHLORIDE FLAKES**

LD50 Oral: 1126 mg/kg - Oral Acute Toxicity Estimate (ATE)	LD50 Dermal: 2637 mg/kg - Dermal Acute Toxicity Estimate (ATE)	LC50 Inhalation: No data is available
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COMPONENT TOXICITY DATA:

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

Component	LD50 Oral:	LD50 Dermal:	LC50 Inhalation:
Calcium chloride 10043-52-4	1000 mg/kg (Rat)	2630 mg/kg (Rat)	-----
Potassium Chloride 7447-40-7	2600 mg/kg (Rat)	-----	-----
Sodium Chloride 7647-14-5	3 g/kg (Rat)	10 g/kg (Rabbit)	42 g/m ³ (1 hr-Rat)

POTENTIAL HEALTH EFFECTS:

- Eye contact:** For solid: May cause slight eye irritation, mechanical injury only. Dust formation should be avoided, as dust can cause severe eye irritation with corneal injury.
- Skin contact:** Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. Not classified as corrosive to the skin according to DOT guidelines. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear.
- Inhalation:** Dust may cause irritation to upper respiratory tract (nose and throat).
- Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause local mucosal damage to esophagus and stomach. Swallowing may result in gastrointestinal irritation or ulceration.

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Chronic Effects:

Chronic exposures to calcium chloride that cause irritation may cause a chronic dermatitis or mucosal membrane problem. For the minor component(s):
POTASSIUM CHLORIDE: In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, heart, and kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. **SODIUM CHLORIDE:** Medical experience with sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

SIGNS AND SYMPTOMS OF EXPOSURE:

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

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

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

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

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

Interaction with Other Chemicals Which Enhance Toxicity: None known.

GHS HEALTH HAZARDS:

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

GHS: ACUTE TOXICITY - DERMAL: Not classified as acutely toxic for dermal exposure.

GHS: ACUTE TOXICITY - INHALATION: No data available. Not classified.

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

GHS: CONTACT HAZARD - EYE: Category 2B - Causes eye irritation

GHS: CARCINOGENICITY:

Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA.

MUTAGENIC DATA:

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

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DEVELOPMENTAL TOXICITY:

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

12. ECOLOGICAL INFORMATION**ECOTOXICITY DATA:****Aquatic Toxicity:**

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

Freshwater Fish Toxicity:

Calcium Chloride: LC50, bluegill (*Lepomis macrochirus*): 8,350 - 10,650 mg/l

Potassium Chloride: LC50, rainbow trout (*Oncorhynchus mykiss*), 96 h: 4,236 mg/l

Sodium Chloride: LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l

Invertebrate Toxicity:

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

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

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

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

Other Toxicity:

Sodium Chloride: IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

FATE AND TRANSPORT:

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

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

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

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

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

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13. DISPOSAL CONSIDERATIONS

Waste from material:

Reuse or reprocess, if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Report spills if applicable. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN SDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Landfill and waste water treatment system.

Container Management:

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

14. TRANSPORT INFORMATION

LAND TRANSPORT

U.S. DOT 49 CFR 172.101:

Status: Not regulated

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

Status: Not regulated

MARITIME TRANSPORT (IMO / IMDG) Not regulated

Status - IMO / IMDG: Not Regulated

15. REGULATORY INFORMATION

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U.S. REGULATIONS

OSHA REGULATORY STATUS:

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

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

Not regulated.

SARA EHS Chemical (40 CFR 355.30)

Not regulated

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

Acute Health Hazard

EPCRA SECTION 313 (40 CFR 372.65):

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

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

Not regulated

NATIONAL INVENTORY STATUS

U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA): All components are listed or exempt.

TSCA 12(b): This product is not subject to export notification.

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

STATE REGULATIONS

California Proposition 65:

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

CANADIAN REGULATIONS

• This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations

WHMIS - Classifications of Substances:

• D2B - Poisonous and Infectious Material; Materials causing other toxic effects - Toxic material

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16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Product Stewardship**Rev. Date:** 18-Dec-2014**Disclaimer:**

We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative. This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems.

HMIS: (SCALE 0-4) (Rated using National Paint & Coatings Association HMIS: Rating Instructions, 2nd Edition)**Health Rating:** 2**Flammability Rating:** 0**Reactivity Rating:** 0**NFPA 704 - Hazard Identification Ratings (SCALE 0-4)****Health Rating:** 1**Flammability:** 0**Reactivity Rating:** 0**Reason for Revision:**

- Emergency Overview was revised: SEE SECTION 2
- Modified Composition/Information on Ingredients: SEE SECTION 3
- Updated First Aid Measures: SEE SECTION 4
- Revised Handling and Storage Recommendations: SEE SECTION 7
- Revised Exposure Controls/Personal Protection information: SEE SECTION 8
- Toxicological Information has been revised: SEE SECTION 11
- Regulatory Information Changes: SEE SECTION 15

IMPORTANT:

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

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

End of Safety Data Sheet

SECTION 1: Identification

1.1. Identification

Product form : Substance
 Substance name : Sodium Bicarbonate
 Chemical name : Sodium Hydrogen Carbonate
 CAS-No. : 144-55-8
 Product code : LC22943
 Formula : NaHCO₃

1.2. Recommended use and restrictions on use

Use of the substance/mixture : For laboratory and manufacturing use only.
 Recommended use : Laboratory chemicals
 Restrictions on use : Not for food, drug or household use

1.3. Supplier

LabChem Inc
 Jackson's Pointe Commerce Park Building 1000, 1010 Jackson's Pointe Court
 Zelienople, PA 16063 - USA
 T 412-826-5230 - F 724-473-0647
info@labchem.com - www.labchem.com

1.4. Emergency telephone number

Emergency number : CHEMTREC: 1-800-424-9300 or 011-703-527-3887

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation Category 2B H320 Causes eye irritation

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS-US labeling

Signal word (GHS-US) : Warning
 Hazard statements (GHS-US) : H320 - Causes eye irritation
 Precautionary statements (GHS-US) : P264 - Wash exposed skin thoroughly after handling.
 P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 P337+P313 - If eye irritation persists: Get medical advice/attention.

2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification : None.

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Substance type : Mono-constituent

Name	Product identifier	%	GHS-US classification
Sodium Bicarbonate (Main constituent)	(CAS-No.) 144-55-8	100	Eye Irrit. 2B, H320

Full text of hazard classes and H-statements : see section 16

3.2. Mixtures

Not applicable

Sodium Bicarbonate

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Allow victim to breathe fresh air. Allow the victim to rest.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Causes eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

No additional information available

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

No additional information available

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Protective equipment : Safety glasses. Gloves.
- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapor.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Keep cool. Keep container closed when not in use.
- Incompatible products : Strong oxidizers. Strong acids.
- Incompatible materials : Moisture. Heat sources.

Sodium Bicarbonate

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SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls : Emergency eye wash fountains should be available in the immediate vicinity of any potential exposure. Provide adequate general and local exhaust ventilation.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Gloves. Safety glasses.



Hand protection:

Wear protective gloves.

Eye protection:

Chemical goggles or safety glasses

Respiratory protection:

Respiratory protection not required in normal conditions

Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Powder.
Color	: white
Odor	: None.
Odor threshold	: No data available
pH	: 8.3 0.1M solution
Melting point	: 270 °C
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: No data available
Specific gravity / density	: 2.159 g/cm ³
Molecular mass	: 84.01 g/mol
Solubility	: Soluble in water. Water: 6.9 g/100ml
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: > 50 °C

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Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
Explosive properties	: Not applicable.
Oxidizing properties	: None.

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

Reacts vigorously with strong oxidizers and acids.

10.4. Conditions to avoid

Moisture. Incompatible materials. High temperature.

10.5. Incompatible materials

Strong acids. Strong oxidizers.

10.6. Hazardous decomposition products

Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Likely routes of exposure : Ingestion; Inhalation; Skin and eye contact

Acute toxicity : Not classified

Sodium Bicarbonate (144-55-8)	
LD50 oral rat	4220 mg/kg
ATE US (oral)	4220 mg/kg body weight

Skin corrosion/irritation : Not classified

pH: 8.3 0.1M solution

Serious eye damage/irritation : Causes eye irritation.

pH: 8.3 0.1M solution

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

Specific target organ toxicity – single exposure : Not classified

Specific target organ toxicity – repeated exposure : Not classified

Aspiration hazard : Not classified

Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/effects after eye contact : Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

Sodium Bicarbonate (144-55-8)	
LC50 fish 1	8250 - 9000 mg/l
EC50 Daphnia 1	2350 mg/l

Sodium Bicarbonate

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.2. Persistence and degradability

Sodium Bicarbonate (144-55-8)

Persistence and degradability	Not established.
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12.3. Bioaccumulative potential

Sodium Bicarbonate (144-55-8)

Bioaccumulative potential	Not established.
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12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.
Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated

SECTION 15: Regulatory information

15.1. US Federal regulations

Sodium Bicarbonate (144-55-8)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard
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All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

15.2. International regulations

CANADA

Sodium Bicarbonate (144-55-8)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

Sodium Bicarbonate (144-55-8)

Not listed on the Canadian IDL (Ingredient Disclosure List)

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

Revision date : 03/13/2018

Other information : None.

Full text of H-phrases: see section 16:

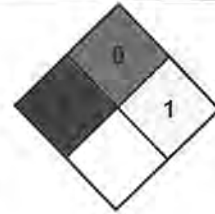
H320	Causes eye irritation
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Sodium Bicarbonate

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NFPA health hazard	: 2 - Materials that, under emergency conditions, can cause temporary incapacitation or residual injury.
NFPA fire hazard	: 0 - Materials that will not burn under typical fire conditions, including intrinsically noncombustible materials such as concrete, stone, and sand.
NFPA reactivity	: 1 - Materials that in themselves are normally stable but can become unstable at elevated temperatures and pressures.
Hazard Rating	
Health	: 2 Moderate Hazard - Temporary or minor injury may occur
Flammability	: 0 Minimal Hazard - Materials that will not burn
Physical	: 1 Slight Hazard - Materials that are normally stable but can become unstable (self-react) at high temperatures and pressures. Materials may react non-violently with water or undergo hazardous polymerization in the absence of inhibitors.
Personal protection	: E E - Safety glasses, Gloves, Dust respirator



SDS US LabChem

Information in this SDS is from available published sources and is believed to be accurate. No warranty, express or implied, is made and LabChem Inc assumes no liability resulting from the use of this SDS. The user must determine suitability of this information for his application.



Arch Chemicals, Inc.

**MATERIAL
SAFETY DATA**

FOR ANY EMERGENCY, CALL 24 HOURS/7 DAYS:	1-800-654-6911
FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC@:	1-800-424-9300
FOR ALL MSDS QUESTIONS & REQUESTS, CALL MSDS CONTROL:	1-800-511-MSDS

PRODUCT NAME: PULSAR® PLUS DRY CHLORINATOR BRIQUETTES

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

REVISION DATE: 04-23-2001 SUPERCEDES: 04-02-1999
MSDS NO: 01534-0003 - 30170

MANUFACTURER: Arch Chemicals, Inc. 501 Merritt 7 PO Box 5204 Norwalk, CT 06856-5204

SYNONYMS: None
CHEMICAL FAMILY: Hypochlorite
FORMULA: Not Applicable/Mixture
DESCRIPTION: Sanitizer and Oxidizer
OSHA HAZARD CLASSIFICATION: Oxidizer, toxic by inhalation, corrosive, skin and eye hazard, lung toxin

SECTION 2 COMPONENT DATA

PRODUCT COMPOSITION

CAS or CHEMICAL NAME: Calcium hypochlorite
CAS NUMBER: 7778-54-3
PERCENTAGE RANGE: 60-80%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS: 3 mg/cubic meter (ceiling) as Chlorine:
Internal Exposure Standard

CAS or CHEMICAL NAME: Sodium chloride
CAS NUMBER: 7647-14-5
PERCENTAGE RANGE: 10-20%
HAZARDOUS PER 29 CFR 1910.1200: No
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Calcium chlorate
CAS NUMBER: 10137-74-3
PERCENTAGE RANGE: 0-5%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Calcium chloride
CAS NUMBER: 10043-52-4
PERCENTAGE RANGE: 0-5%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Calcium hydroxide

CAS NUMBER: 1305-62-0
PERCENTAGE RANGE: 0-4%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS:

	OSHA (PEL)		ACGIH (TLV)	
	ppm	mg/cubic-meter	ppm	mg/cubic-meter
TWA	None			
CEIL	None			5
ST	None		None	
			None	

CAS or CHEMICAL NAME: Calcium carbonate
CAS NUMBER: 471-34-1
PERCENTAGE RANGE: 0-4%
HAZARDOUS PER 29 CFR 1910.1200: Yes
EXPOSURE STANDARDS:

	OSHA (PEL)		ACGIH (TLV)	
	ppm	mg/cubic-meter	ppm	mg/cubic-meter
TWA:		15 (Total dust)		10
		5 (Respirable fraction)		
CEILING:	None		None	
STEL:	None		None	

CAS or CHEMICAL NAME: 2-Phosphono-1,2,4-tricarboxylic acid, sodium salt
CAS NUMBER: 40372-66-5
PERCENTAGE RANGE: 0.2-0.8%
HAZARDOUS PER 29 CFR 1910.1200: No
EXPOSURE STANDARDS: None Established

CAS or CHEMICAL NAME: Water
CAS NUMBER: 7732-18-5
PERCENTAGE RANGE: 4-10%
HAZARDOUS PER 29 CFR 1910.1200: No
EXPOSURE STANDARDS: None Established

SECTION 3 PRECAUTIONS FOR SAFE HANDLING AND STORAGE

DO NOT TAKE INTERNALLY. AVOID INHALATION OF DUST AND FUMES. AVOID CONTACT WITH EYES, SKIN OR CLOTHING. UPON CONTACT WITH SKIN OR EYES, WASH OFF WITH WATER. REMOVE AND WASH CONTAMINATED CLOTHING BEFORE REUSE.

STORAGE CONDITIONS: Keep product tightly sealed in original containers. Store product in a cool, dry, well-ventilated area. Store away from combustible or flammable products. Keep product packaging clean and free of all contamination, including, e.g., other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

DO NOT STORE AT TEMPERATURES ABOVE: 52 Deg.C (125 Deg.F)
Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products.

PRODUCT STABILITY AND COMPATIBILITY

SHELF LIFE LIMITATIONS: Shelf life (that is, the period of time before the product goes below stated label strength) is determined by storage time and temperatures. Do not store product at temperatures above 52 Deg.C (125 Deg.F). When stored under moderate temperature conditions, product will maintain stated label strength for approximately two years. Prolonged storage at 35 Deg.C (95 Deg.F) or above will significantly shorten the shelf life. Storage in a climate-controlled storage area or building is recommended in those areas where extremes of high temperature occur.

INCOMPATIBLE MATERIALS FOR PACKAGING: Product packaging must be clean and free of contamination by other materials, including, e.g., other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

INCOMPATIBLE MATERIALS FOR STORAGE OR TRANSPORT: Do not allow product to come in contact with other materials, including, e.g., other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.

SECTION 4 PHYSICAL DATA

APPEARANCE: White tablet-form product
FREEZING POINT: Not Applicable
BOILING POINT: Not Applicable
DECOMPOSITION TEMPERATURE: onset - approx. 170-180 Deg.C (338-356 Deg.F)
SPECIFIC GRAVITY: Not Applicable
pH @ 25 DEG.C: 10.4-10.8 (1% soln.)
SOLUBILITY IN WATER: Approximately 18% @ 25 Deg.C. (Product contains calcium hydroxide and calcium carbonate which will leave a residue.)
BULK DENSITY: 0.8 g/cc, loose (granules), 1.9 g/cc (tablets)
VAPOR PRESSURE @ 25 DEG.C: Not Applicable
VOLATILES, PERCENT BY VOLUME: Not Applicable
EVAPORATION RATE: Not Applicable
VAPOR DENSITY: Not Applicable
MOLECULAR WEIGHT: 143 (Active ingredient)
ODOR: Chlorine-like
COEFFICIENT OF OIL/WATER DISTRIBUTION: Not Applicable

SECTION 5 PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS

PERSONAL PROTECTION FOR ROUTINE USE OF PRODUCT:
RESPIRATORY PROTECTION: Wear NIOSH approved respirator if dusts are created.
VENTILATION: Use local exhaust ventilation to minimize dust and chlorine levels where industrial use occurs. Otherwise, ensure good general ventilation.
SKIN AND EYE PROTECTIVE EQUIPMENT: Wear gloves, and safety glasses to avoid skin and eye contact. Where industrial use occurs, chemical goggles or full impermeable suit may be required.
EQUIPMENT SPECIFICATIONS (WHEN APPLICABLE):
RESPIRATOR TYPE: NIOSH approved full face-piece respirator with chlorine cartridges and dust/mist prefilter.
PROTECTIVE CLOTHING TYPE: (This includes: gloves, boots, apron, protective suit): Neoprene

SECTION 6 FIRE AND EXPLOSION HAZARD INFORMATION

This product is chemically reactive with many substances. Any contamination of the product with other substances by spill or otherwise may result in a chemical reaction and fire. This product is a strong oxidizer which is capable of intensifying a fire once started.

FLAMMABILITY DATA:

FLAMMABLE: No
COMBUSTIBLE: No
PYROPHORIC: No
FLASH POINT: Not Applicable
AUTOIGNITION TEMPERATURE: Not Applicable

FLAMMABLE LIMITS AT NORMAL ATMOSPHERIC TEMPERATURE AND PRESSURE (PERCENT VOLUME IN AIR): UEL - Not Applicable LEL - Not Applicable

NFPA RATINGS:
Health: 3
Flammability: 0
Reactivity: 1
Special Hazard Warning: OX (OXIDIZER)

HMS RATINGS:
Health: 3
Flammability: 0
Reactivity: 1

EXTINGUISHING MEDIA:
Water only

FIRE FIGHTING TECHNIQUES AND COMMENTS:
Use water to cool containers exposed to fire. Also see Section XI.
OTHER: Do not use dry extinguishers containing ammonium compounds

SECTION 7 REACTIVITY INFORMATION

CONDITIONS UNDER WHICH THIS PRODUCT MAY BE UNSTABLE:
TEMPERATURES ABOVE: 170 Deg.C (338 Deg.F)
MECHANICAL SHOCK OR IMPACT: No
ELECTRICAL (STATIC) DISCHARGE: No
HAZARDOUS POLYMERIZATION: Will not occur
INCOMPATIBLE MATERIALS: This product is chemically reactive with many substances, including, e.g., other pool treatment products, acids, organics, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, corrosive, flammable or combustible materials.
HAZARDOUS DECOMPOSITION PRODUCTS: Chlorine gas
OTHER CONDITIONS TO AVOID: Storage at temperatures >125 Deg.F (52 Deg.C)
Prevent ingress of humidity and moisture into container or package.
Always close the lid.

SUMMARY OF REACTIVITY: (See also Section VI)

OXIDIZER: Yes
PYROPHORIC: No
ORGANIC PEROXIDE: No
WATER REACTIVE: No
OTHER: Arch calcium hypochlorite products meet the specifications of ASTM method E-487-74 as set forth in 49 C. F. R. Sec. 173.21, Title 49-Code of Federal Regs. (DOT Regs.)

SECTION 8 FIRST AID

EYES: Immediately flush with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Call a physician at once.

SKIN: Immediately flush with water for at least 15 minutes. Call a physician. If clothing comes in contact with the product, it should be removed immediately and laundered before reuse.

INGESTION: Immediately drink large quantities of water. DO NOT induce vomiting. Call a physician at once. DO NOT give anything by mouth if the person is unconscious or if having convulsions.

INHALATION: Remove victim to fresh air. Support respiration if needed.

Call a physician.

SECTION 9 TOXICOLOGY AND HEALTH INFORMATION

ROUTES OF ABSORPTION

Inhalation, skin and eye contact, ingestion

WARNING STATEMENT AND WARNING PROPERTIES

MAY BE FATAL IF SWALLOWED. AVOID BREATHING DUST OR FUMES. HARMFUL IF PRODUCT IS INHALED IN HIGH CONCENTRATIONS. CAUSES SKIN, EYE, DIGESTIVE TRACT AND RESPIRATORY TRACT BURNS.

HUMAN RESPONSE DATA

ODOR THRESHOLD: Approximately 1.4 mg/cubic-meter, based on odor threshold of chlorine.

IRRITATION THRESHOLD: Approximately 13-22 mg/cubic meter, based on the irritation threshold of chlorine.

IMMEDIATELY DANGEROUS TO LIFE OR HEALTH: Approximately 45 mg/cubic-meter, based on IDLH concentration of chlorine.

SIGNS, SYMPTOMS, AND EFFECTS OF EXPOSURE

INHALATION

ACUTE:

Inhalation of dust or vapor from this product can be irritating to the nose, mouth, throat and lungs. In confined areas, mechanical agitation can result in high levels of dust, and reaction with incompatible materials (as listed in Section VII) can result in high concentrations of chlorine vapor, either of which may result in burns to the respiratory tract, producing lung edema, shortness of breath, wheezing, choking, chest pains, impairment of lung function and possible permanent lung damage.

CHRONIC:

Chronic (repeated) inhalation exposure may cause impairment of lung function and permanent lung damage.

EYE

Severe irritation and/or burns can occur following eye exposure. Contact may cause impairment of vision and corneal damage.

SKIN

ACUTE:

Dermal exposure can cause severe irritation and/or burns characterized by redness, swelling and scab formation. Prolonged skin exposure may cause permanent damage.

CHRONIC:

Effects from chronic skin exposure would be similar to those from single exposure except for effects secondary to tissue destruction.

INGESTION

ACUTE:

Irritation and/or burns can occur to the entire gastrointestinal tract, including the stomach and intestines, characterized by nausea, vomiting, diarrhea, abdominal pain, bleeding and/or tissue ulceration. Due to the corrosive nature of this product, ingestion may be fatal.

CHRONIC:

There are no known or reported effects from chronic exposure except for effects similar to those experienced from single exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

Asthma, respiratory and cardiovascular disease

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY
None known or reported

ANIMAL TOXICOLOGY

ACUTE TOXICITY:

Inhalation LC 50: Approximately 1300 mg/cubic-meter (1 hr., rat) -
based on acute inhalation toxicity for chlorine
Oral LD 50: 850 mg/kg. (rat)
Dermal LD 50: > 2 g/kg. (rabbit)
Causes burns to eyes and skin

ACUTE TARGET ORGAN TOXICITY:

This product may be severely irritating and/or corrosive to all tissues contacted and upon inhalation, may cause irritation to the mucous membranes and upper respiratory tract.

CHRONIC TARGET ORGAN TOXICITY:

There are no known or reported effects from repeated exposure.

REPRODUCTIVE TOXICITY:

Calcium hypochlorite has been tested for teratogenicity in laboratory animals. Results of this study have shown that calcium hypochlorite is not a teratogen.

CARCINOGENICITY:

This product is not known or reported to be carcinogenic by any reference source, including: IARC, OSHA, NTP or EPA.

One hundred mice were exposed dermally 3 times a week for 18 months to a solution of calcium hypochlorite. Histopathological examination failed to show an increased incidence of tumors.

IARC (International Agency for Research on Cancer) reviewed studies conducted with several hypochlorite salts. IARC has classified hypochlorite salts as having inadequate evidence for carcinogenicity to humans and animals. IARC therefore considers hypochlorite salts to be not classifiable as to their carcinogenicity to humans.

MUTAGENICITY:

Calcium hypochlorite has been tested in the Dominant lethal assay in male mice, and it did not induce a dominant lethal response.

Calcium hypochlorite has been reported to produce mutagenic activity in two in vitro assays. It has, however, been shown to lack the capability to produce mutations in animals based on results from the micronucleus assay. In vitro assays frequently are inappropriate to judge the mutagenic potential of bactericidal chemicals due to a high degree of cellular toxicity. The concentration which produces mutations in these in vitro assays is significantly greater than the concentrations used for disinfection. Based on high cellular toxicity in in vitro assays and the lack of mutagenicity in animals, the risk of genetic damage to humans is judged not significant.

AQUATIC TOXICITY:

Bluegill, 96 hr. LC50: 0.088 mg/l (nominal, static)
Rainbow trout, 96 hr. LC50: 0.16 mg/l (nominal, static)
Daphnia magna, 48 hr. LC50: 0.11 mg/l (nominal, static)

TOXICITY TO WILDLIFE:

Bobwhite quail, dietary LC50: > 5,000 ppm
Mallard ducklings, dietary LC50: > 5,000 ppm
Bobwhite quail, oral LD50: 3474 mg/kg.

SECTION 10 TRANSPORTATION INFORMATION

THIS MATERIAL IS REGULATED AS A DOT HAZARDOUS MATERIAL.

DOT DESCRIPTION FROM THE HAZARDOUS MATERIALS TABLE 49 CFR 172.101:
LAND (U.S. DOT): CALCIUM HYPOCHLORITE MIXTURES DRY, 5.1, UN 1748,
PG2

WATER (IMO): SAME AS ABOVE

AIR (IATA/ICAO): SAME AS ABOVE

HAZARD LABEL/PLACARD: OXIDIZER

REPORTABLE QUANTITY: 10 lbs. (Per 49 CFR 172.101, Appendix)

EMERGENCY GUIDE NO: 45

SECTION 11 SPILL AND LEAKAGE PROCEDURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300.
REPORTABLE QUANTITY: 10 lbs. (as Calcium hypochlorite) Per 40 CFR 302.4

SPILL MITIGATION PROCEDURES:

Hazardous concentrations in air may be found in local spill area and immediately downwind. Remove all sources of ignition. Stop source of spill as soon as possible and notify appropriate personnel.

AIR RELEASE: Vapors may be suppressed by the use of a water fog. All water utilized to assist in fume suppression, decontamination or fire suppression may be contaminated and must be contained before disposal and/or treatment.

WATER RELEASE: This material is heavier than water. This material is soluble in water. Monitor all exit water for available chlorine and pH. Advise local authorities of any contaminated water release.

LAND SPILL: Contact at 1-800-6546-911 immediately.

DANGER: All spills of this product should be treated as contaminated. Contaminated product may initiate a chemical reaction which may spontaneously ignite any combustible material present, resulting in a fire of great intensity. In case of a spill, separate all spilled product from packaging, debris and other material. Using a clean broom or shovel, place all spilled product into plastic bags, and place those bags into a clean, dry disposal container, properly marked and labelled. Disposal containers made of plastic or metal are recommended. Do not seal disposal containers tightly. Immediately remove all product in disposal containers to an isolated area outdoors. Place all damaged packaging material in a disposal container of water to assure decontamination (i.e. removal of all product) before disposal. Place all undamaged packaging in a clean, dry container properly marked and labelled. Call for disposal procedures.

SPILL RESIDUES:

Dispose of per guidelines under Section 12, WASTE DISPOSAL.

This material may be neutralized for disposal; you are requested to contact at 800-6546-911 before beginning any such operation.

PERSONAL PROTECTION FOR EMERGENCY SPILL AND FIRE-FIGHTING SITUATIONS:

Response to this material requires the use of a full encapsulated suit

and a NIOSH approved positive pressure supplied air respirator.

SECTION 12 WASTE DISPOSAL

If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D001.

If this product becomes a hazardous waste, it will be a hazardous waste which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly.

As a hazardous solid waste, it must be disposed of in accordance with local, state, and federal regulations in a permitted hazardous waste treatment, storage and disposal facility by treatment.

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THIS MATERIAL. THE USER OF THIS MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

SECTION 13 ADDITIONAL REGULATORY STATUS INFORMATION

TOXIC SUBSTANCES CONTROL ACT:

This substance is listed on the Toxic Substances Control Act inventory.

NSF LIMITS: NSF Maximum Drinking Water Use Concentration - 46 mg/l
as calcium hypochlorite

SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT TITLE 3: HAZARD CATEGORIES, PER 40 CFR 370.2:

HEALTH:

Immediate (Acute)

PHYSICAL:

Fire and Reactivity

EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW, PER 40 CFR 355, APP.A: EXTREME HAZARDOUS SUBSTANCE - THRESHOLD PLANNING QUANTITY:

None Established

SUPPLIER NOTIFICATION REQUIREMENTS, PER 40 CFR 372.45:

None Established

SECTION 14 ADDITIONAL INFORMATION

REGULATED UNDER FIFRA, USDA & FDA

MSDS REVISION STATUS: Changes have been made to Sections 5, 9 and 11.

SECTION 15 MAJOR REFERENCES

1. Ishidate, M. et al. (1984). Primary mutagenicity screening of food additives currently used in Japan. *Fd. Chem. Toxicol.* 22:623-636.
2. Hayashi, M. et al. (1988). Micronucleus tests in mice on 39 food additives and eight miscellaneous chemicals. *Fd. Chem. Toxicol.* 26:487-500.
3. Report on the Acute Inhalation in Rats, Acute Oral LD50 in Rats, Eye Irritation in Rabbits, Dermal Irritation in Rabbits, and Acute Dermal Toxicity in Rabbits of HTH. Biometric Testing Laboratories, Inc., Whippany, NJ. Experiment Reference #A-1490 (RC-30406), February 9, 1975.
4. Report on the Teratogenic Study with Calcium Hypochlorite in Albino

- Rats. Industrial Bio-Test Laboratories, Inc., Northbrook, IL. IBT #B758b, April 18, 1972.
5. Report on the Mutagenic Study with Monosodium Cyanurate and Calcium Hypochlorite (HTH) in Albino Mice. Industrial Bio-Test Laboratories, Inc., Northbrook, IL. IBT #E756. April 18, 1972.
 6. Chemical Hazard Summary No. 20: Calcium Hypochlorite. Canadian Centre for Occupational Health and Safety, Hamilton, Ontario, Canada L8N 1H6. December 1986.
 7. Report on 18-Month Dermal Carcinogenicity Study with Monosodium Cyanuric Acid and HTH in Swiss White Mice. Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #651-00751, April 9, 1974.
 8. Report to PPG Industries, Inc. on the Acute Toxicity Studies with PITTCHLOR (Granular Calcium Hypochlorite). Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #601-06659, May 7, 1975.
 9. Report on the Acute Toxicity of HTH to Bluegill, Rainbow Trout and the Water Flea. E G & G, Bionomics Aquatic Toxicology Laboratory, Wareham, MA, July 1977.
 10. Report on the 8-Day Dietary LD50 Study with HTH in Mallard Ducklings. Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #651-06184, May 15, 1975.
 11. Report on the 8-Day Dietary LC50 with HTH in Bobwhite Quail. Industrial Bio-Test Laboratories, Inc., Northbrook, IL, IBT #651-06183.
 12. Final Report on the Acute Oral LD50 of Calcium Hypochlorite in Bobwhite Quail. Wildlife International, LTD., Easton, MD, Project #133-107, July 15, 1977.
 13. IARC Monographs on the Evaluation of Carcinogenic Risks to Humans. Vol.52: Chlorinated Drinking Water; Chlorination By-Products; Some Other Halogenated Compounds; Cobalt and Cobalt Compounds. World Health Organization, International Agency for Research on Cancer (IARC), Lyon, France, 1991.
 14. Sittig, Marshall, Handbook of Toxic and Hazardous Chemicals and Carcinogens, 2nd Ed., Noyes Publications, Park Ridge, NJ, 1985.
 15. Chemical Hazard Response Information System (CHRIS), Vol. II, U.S. Coast Guard, Washington, D.C., 1984.
 16. Chlorine and Your Health. The Chlorine Institute, Inc., Washington, D.C., August 1988.
 17. ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices, Sixth Edition, 1991. American Conference of Governmental Industrial Hygienists, Inc., Cincinnati, OH.
 18. Amooore, John E. and Earl Hautala, Odor as an Aid to Chemical Safety: Odor Thresholds Compared with Threshold Limit Values and Volatiles for 214 Industrial Chemicals in Air and Water Dilution. Journal of Applied Toxicology, Vol. 3, No. 6, pp. 272-290, 1983.
 19. Forsberg, K., and S.Z. Mansdorf, Quick Selection Guide to Chemical Protective Clothing, Second Edition, Van Nostrand Reinhold, N.Y., 1993.

Additional references are available upon request.

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. ARCH CHEMICALS BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION BUT, MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT ARCH CHEMICALS MSDS CONTROL AT THE PHONE NUMBER ON THE FRONT PAGE TO MAKE CERTAIN THAT THIS DOCUMENT IS CURRENT.

Arch Chemicals, Inc.
MSDS Control
501 Merritt 7
PO Box 5204

Norwalk, CT 06856-5204

SAFETY DATA SHEET

Creation Date 24-Aug-2009

Revision Date 18-Jan-2018

Revision Number 5

1. Identification

Product Name Hydrochloric acid

Cat No. : A481-212; A481-212LC; S71942SC; S71943; S71943ND; S80036; S80038; SA49

Synonyms Muriatic acid; Hydrogen chloride; HCl (Technical/Certified ACS Plus/Optima/NF/FCC)

Recommended Use Laboratory chemicals.

Uses advised against Not for food, drug, pesticide or biocidal product use

Details of the supplier of the safety data sheet

Company

Fisher Scientific
One Reagent Lane
Fair Lawn, NJ 07410
Tel: (201) 796-7100

Emergency Telephone Number

CHEMTREC®, Inside the USA: 800-424-9300
CHEMTREC®, Outside the USA: 001-703-527-3887

2. Hazard(s) identification

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Corrosive to metals	Category 1
Skin Corrosion/Irritation	Category 1 B
Serious Eye Damage/Eye Irritation	Category 1
Specific target organ toxicity (single exposure)	Category 3
Target Organs - Respiratory system.	

Label Elements

Signal Word

Danger

Hazard Statements

May be corrosive to metals
Causes severe skin burns and eye damage
May cause respiratory irritation

**Precautionary Statements****Prevention**

Do not breathe dust/fume/gas/mist/vapors/spray
 Wash face, hands and any exposed skin thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection
 Use only outdoors or in a well-ventilated area
 Keep only in original container

Response

Immediately call a POISON CENTER or doctor/physician

Inhalation

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing

Skin

IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse

Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

Ingestion

IF SWALLOWED: Rinse mouth. DO NOT induce vomiting

Spills

Absorb spillage to prevent material damage

Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed
 Store in corrosive resistant polypropylene container with a resistant inliner
 Store in a dry place

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

None identified

3. Composition/Information on Ingredients

Component	CAS-No	Weight %
Water	7732-18-5	62-65
Hydrochloric acid	7647-01-0	35-38

4. First-aid measures

Eye Contact

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Immediate medical attention is required.

Skin Contact

Wash off immediately with plenty of water for at least 15 minutes. Immediate medical attention is required.

Inhalation

Move to fresh air. If breathing is difficult, give oxygen. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediate medical attention is required.

Ingestion	Do not induce vomiting. Call a physician or Poison Control Center immediately.
Most important symptoms and effects	Causes burns by all exposure routes. Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated: Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation
Notes to Physician	Treat symptomatically

5. Fire-fighting measures

Suitable Extinguishing Media	Substance is nonflammable; use agent most appropriate to extinguish surrounding fire.
Unsuitable Extinguishing Media	No information available
Flash Point Method -	No information available No information available
Autoignition Temperature	No information available
Explosion Limits	
Upper	No data available
Lower	No data available
Sensitivity to Mechanical Impact	No information available
Sensitivity to Static Discharge	No information available

Specific Hazards Arising from the Chemical
Corrosive Material. Causes burns by all exposure routes. Thermal decomposition can lead to release of irritating gases and vapors.

Hazardous Combustion Products
Hydrogen chloride gas

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

NFPA

Health 3	Flammability 0	Instability 0	Physical hazards N/A
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6. Accidental release measures

Personal Precautions	Use personal protective equipment. Ensure adequate ventilation. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Do not get in eyes, on skin, or on clothing.
Environmental Precautions	Should not be released into the environment. See Section 12 for additional ecological information.
Methods for Containment and Clean Up	Soak up with inert absorbent material. Keep in suitable, closed containers for disposal.

7. Handling and storage

Handling	Wear personal protective equipment. Do not breathe vapors or spray mist. Do not get in eyes, on skin, or on clothing. Do not ingest.
Storage	Keep containers tightly closed in a dry, cool and well-ventilated place. Corrosives area.

8. Exposure controls / personal protection

Exposure Guidelines

Component	ACGIH TLV	OSHA PEL	NIOSH IDLH	Mexico OEL (TWA)
Hydrochloric acid	Ceiling: 2 ppm	Ceiling: 5 ppm Ceiling: 7 mg/m ³ (Vacated) Ceiling: 5 ppm (Vacated) Ceiling: 7 mg/m ³	IDLH: 50 ppm Ceiling: 5 ppm Ceiling: 7 mg/m ³	Ceiling: 5 ppm Ceiling: 7 mg/m ³

Legend

ACGIH - American Conference of Governmental Industrial Hygienists

OSHA - Occupational Safety and Health Administration

NIOSH IDLH: The National Institute for Occupational Safety and Health Immediately Dangerous to Life or Health

Engineering Measures

Ensure that eyewash stations and safety showers are close to the workstation location.

Personal Protective Equipment

Eye/face Protection

Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.

Skin and body protection

Wear appropriate protective gloves and clothing to prevent skin exposure.

Respiratory Protection

Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.

Hygiene Measures

Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Physical State	Liquid
Appearance	Colorless
Odor	pungent
Odor Threshold	No information available
pH	< 1
Melting Point/Range	-35 °C / -31 °F
Boiling Point/Range	57 °C / 135 °F @ 760 mmHg
Flash Point	No information available
Evaporation Rate	No information available
Flammability (solid,gas)	Not applicable
Flammability or explosive limits	
Upper	No data available
Lower	No data available
Vapor Pressure	125 mbar @ 20 °C
Vapor Density	1.27
Specific Gravity	1.18
Solubility	Soluble in water
Partition coefficient; n-octanol/water	No data available
Autoignition Temperature	No information available
Decomposition Temperature	No information available
Viscosity	1.8 mPa.s @ 15°C
Molecular Formula	HCl.H ₂ O
Molecular Weight	55.55

10. Stability and reactivity

Reactive Hazard

None known, based on information available

Stability	Stable under normal conditions.
Conditions to Avoid	Incompatible products. Excess heat.
Incompatible Materials	Metals, Strong oxidizing agents, Bases, sodium hypochlorite, Amines, Fluorine, Cyanides, Alkaline
Hazardous Decomposition Products	Hydrogen chloride gas
Hazardous Polymerization	Hazardous polymerization does not occur.
Hazardous Reactions	Contact with metals may evolve flammable hydrogen gas.

11. Toxicological information

Acute Toxicity

Product Information

Oral LD50

Based on ATE data, the classification criteria are not met. ATE > 2000 mg/kg.

Dermal LD50

Based on ATE data, the classification criteria are not met. ATE > 2000 mg/kg.

Vapor LC50

Based on ATE data, the classification criteria are not met. ATE > 20 mg/l.

Component Information

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
Water	-	Not listed	Not listed
Hydrochloric acid	238 - 277 mg/kg (Rat)	> 5010 mg/kg (Rabbit)	1.68 mg/L (Rat) 1 h

Toxicologically Synergistic Products

No information available

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Irritation	Causes burns by all exposure routes
Sensitization	No information available
Carcinogenicity	The table below indicates whether each agency has listed any ingredient as a carcinogen.

Component	CAS-No	IARC	NTP	ACGIH	OSHA	Mexico
Water	7732-18-5	Not listed	Not listed	Not listed	Not listed	Not listed
Hydrochloric acid	7647-01-0	Not listed	Not listed	Not listed	Not listed	Not listed

IARC: (International Agency for Research on Cancer)

IARC: (International Agency for Research on Cancer)

Group 1 - Carcinogenic to Humans

Group 2A - Probably Carcinogenic to Humans

Group 2B - Possibly Carcinogenic to Humans

Mutagenic Effects	No information available
Reproductive Effects	No information available.
Developmental Effects	No information available.
Teratogenicity	No information available.
STOT - single exposure	Respiratory system
STOT - repeated exposure	None known
Aspiration hazard	No information available
Symptoms / effects, both acute and delayed	Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation
Endocrine Disruptor Information	No information available

Other Adverse Effects The toxicological properties have not been fully investigated.

12. Ecological information

Ecotoxicity

Do not empty into drains. Large amounts will affect pH and harm aquatic organisms.

Component	Freshwater Algae	Freshwater Fish	Microtox	Water Flea
Hydrochloric acid	-	282 mg/L LC50 96 h Gambusia affinis mg/L LC50 48 h Leuciscus idus	-	56mg/L EC50 72h Daphnia

Persistence and Degradability Persistence is unlikely based on information available.

Bioaccumulation/ Accumulation No information available.

Mobility Will likely be mobile in the environment due to its water solubility.

13. Disposal considerations

Waste Disposal Methods Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. Chemical waste generators must also consult local, regional, and national hazardous waste regulations to ensure complete and accurate classification.

14. Transport information

DOT

UN-No UN1789
 Proper Shipping Name HYDROCHLORIC ACID
 Hazard Class 8
 Packing Group II

TDG

UN-No UN1789
 Proper Shipping Name HYDROCHLORIC ACID
 Hazard Class 8
 Packing Group II

IATA

UN-No UN1789
 Proper Shipping Name Hydrochloric acid
 Hazard Class 8
 Packing Group II

IMDG/IMO

UN-No UN1789
 Proper Shipping Name Hydrochloric acid
 Hazard Class 8
 Packing Group II

15. Regulatory information

International Inventories

Component	TSCA	DSL	NDSL	EINECS	ELINCS	NLP	PICCS	ENCS	AICS	IECSC	KECL
Water	X	X	-	231-791-2	-		X	-	X	X	X
Hydrochloric acid	X	X	-	231-595-7	-		X	X	X	X	X

Legend:

X - Listed

E - Indicates a substance that is the subject of a Section 5(e) Consent order under TSCA.

F - Indicates a substance that is the subject of a Section 5(f) Rule under TSCA.

N - Indicates a polymeric substance containing no free-radical initiator in its inventory name but is considered to cover the designated polymer made with any free-radical initiator regardless of the amount used.

P - Indicates a commenced PMN substance

R - Indicates a substance that is the subject of a Section 6 risk management rule under TSCA.

S - Indicates a substance that is identified in a proposed or final Significant New Use Rule

T - Indicates a substance that is the subject of a Section 4 test rule under TSCA.
 XU - Indicates a substance exempt from reporting under the Inventory Update Rule, i.e. Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(B)).
 Y1 - Indicates an exempt polymer that has a number-average molecular weight of 1,000 or greater.
 Y2 - Indicates an exempt polymer that is a polyester and is made only from reactants included in a specified list of low concern reactants that comprises one of the eligibility criteria for the exemption rule.

U.S. Federal Regulations

TSCA 12(b) Not applicable

SARA 313

Component	CAS-No	Weight %	SARA 313 - Threshold Values %
Hydrochloric acid	7647-01-0	35-38	1.0

SARA 311/312 Hazard Categories See section 2 for more information

CWA (Clean Water Act)

Component	CWA - Hazardous Substances	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants
Hydrochloric acid	X	5000 lb	-	-

Clean Air Act

Component	HAPS Data	Class 1 Ozone Depletors	Class 2 Ozone Depletors
Hydrochloric acid	X		-

OSHA Occupational Safety and Health Administration
 Not applicable

Component	Specifically Regulated Chemicals	Highly Hazardous Chemicals
Hydrochloric acid	-	TQ: 5000 lb

CERCLA This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Component	Hazardous Substances RQs	CERCLA EHS RQs
Hydrochloric acid	5000 lb	5000 lb

California Proposition 65 This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know Regulations

Component	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Water	-	-	X	-	-
Hydrochloric acid	X	X	X	X	X

U.S. Department of Transportation

Reportable Quantity (RQ): Y
 DOT Marine Pollutant N
 DOT Severe Marine Pollutant N

U.S. Department of Homeland Security

This product contains the following DHS chemicals:

Component	DHS Chemical Facility Anti-Terrorism Standard
Hydrochloric acid	0 lb STQ (anhydrous); 11250 lb STQ (37% concentration or greater)

Other International Regulations

Mexico - Grade No information available

16. Other information

Prepared By Regulatory Affairs
Thermo Fisher Scientific
Email: EMSDS.RA@thermofisher.com

Creation Date 24-Aug-2009
Revision Date 18-Jan-2018
Print Date 18-Jan-2018
Revision Summary SDS sections updated. 2. 3. 11.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of SDS

RFP Evaluation / Scoring Sheet (Detail)
Wills Park Pool Maintenance Services
RFP # 19-112

OFFERORS	DC Pool Service LLC		United Pool Maintenance e LLC		Aquatic Management
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Scoring Instructions:

1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria.
2. Scores should be noted for each criteria as this will be the basis for evaluation.
3. Weights will be applied to combined scores.
4. Cost will be evaluated separately.

CRITERIA				
Method of Providing Services (30%)	1.50		1.13	0.98
Qualifications, Past Experience & References (37%)	1.85		1.20	1.20
Local Vendor Preference (3%)	-		-	-
Total Proposal Score % (Cost not Opened-Scored)	3.35		2.33	2.18
Cost (30%)	0.87		1.50	1.21
Total Proposal Score % (Cost Opened-Scored)	4.22		3.83	3.39

Ranking

1st

2nd

3rd



CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: Community Development
Submitted By: Michael Woodman
Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: NORTH POINT FEASIBILITY AND SCOPING STUDY GRANT APPLICATION

II. RECOMMENDATION:

Adopt the resolution authorizing and supporting the City of Alpharetta's application for Atlanta Regional Commission LCI grant funding to complete a feasibility and scoping study for provision of connectivity between the Alpha Loop and North Point area.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL
IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: ARC OFFERS LCI GRANT FUNDING THROUGH THE USDOT SURFACE TRANSPORTATION PROGRAM WITH A COMMITMENT FROM THE LOCAL JURISDICTION TO IMPLEMENT THE PLAN AND 20% MATCHING FUNDS. IT IS ESTIMATED THAT THE STUDY WOULD COST \$125,000 – \$150,000, OF WHICH THE CITY'S 20% MATCH WOULD BE \$25,000 – \$30,000.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
North Point Feasibility and Scoping Study (34074150-521000-TBD; est. cost)	\$150,000.00
Grant Matching (34090200-579000)	(\$30,000.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Atlanta Regional Commission LCI Grant (34074150-331150-TBD; est. award)	\$120,000.00
-	\$0.00

IV. REPORT IN BRIEF:

The Atlanta Regional Commission (ARC) established the Livable Centers Initiative (LCI) program to encourage the development of plans that link transportation improvements to land use projects. ARC's objective is to encourage and support sustainable and livable communities that complement regional development policies.

In 2007, the City was awarded an LCI grant to study the North Point area. The North Point Activity Center LCI was adopted in 2008 with a vision for a walkable, mixed-use village. This vision relies heavily on a series of transportation improvements that are needed to sustain and enhance the North Point area well into the future. The City approved the 5-year minor update to the LCI in 2012 and the 10-year major update in 2018. The City was awarded \$75,000 in Community Development Assistance Program (CDAP) funding from ARC in 2018 to complete a Creative Placemaking Plan for North Point, which is currently underway.

Staff is requesting to seek LCI grant funding through ARC to support trail connectivity in the North Point LCI area. The grant would help fund a feasibility/scoping study for a portion of the Alpha Loop (from Encore Parkway to Haynes Bridge Road), as well as provide connectivity among the Alpha Loop, a planned trail network around North Point Mall and Big Creek Greenway by way of a new trail head and system access

point on the south side of North Point Parkway at Encore Parkway.

These projects were recommended in the 2018 LCI 5-Year Action Plan and would provide much needed alternative transportation options between North Point and the west side of Georgia 400, as well as expand recreational facilities in the area. It also would help support the area's sustainability in the future and foster the EcoDistrict atmosphere that was determined desirable for the area.

ARC's deadline to submit the funding request is March 29, 2019. Kimley-Horn & Associates has prepared the LCI grant application on behalf of the City.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Application for Grant Funding Resolution, 20190305_Draft Application, Feasibility Study Exhibit Council Grant App



RESOLUTION NO.

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO APPROVE THE SUBMISSION OF THE NORTH POINT LIVABLE CENTERS INITIATIVE FEASIBILITY/SCOPING STUDY GRANT APPLICATION TO THE ATLANTA REGIONAL COMMISSION.

WHEREAS, the Alpharetta City Council adopted the North Point Activity Center LCI in 2008, the 5-Year Minor Update in 2012 and the 10-Year Major Update in 2018; and

WHEREAS, ARC provides local assistance programs to implement facets of the LCI within the designated study area, including the LCI Program and Community Development Assistance Program (CDAP); and

WHEREAS, the City of Alpharetta seeks to participate in the LCI Program to prepare a feasibility/scoping study to support trail connectivity in the North Point LCI area; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Alpharetta hereby that the submission of the North Point LCI Feasibility/Scoping Study grant application is hereby approved, and if awarded the Mayor is hereby authorized to execute award package with directives under the LCI Program; and

IT IS HEREBY FURTHER RESOLVED, that the Mayor and Council do hereby acknowledge and agree to provide a cash match equivalent to twenty percent (20%) of the total study amount.

SO RESOLVED this ____ day of _____, 2019.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

COUNCIL MEMBERS

Attest:

City Clerk

SECTION I. APPLICANT INFORMATION

1. Name of organization

(eligible applicants include governmental entities, CIDs, and 501(c)3 non-profit organizations)

City of Alpharetta

2. Name of primary contact person: Kathi Cook

3. Title: Community Development Director

4. Department: Community Development

Address/City/State/Zip: Alpharetta City Hall/2 Park Plaza/Alpharetta, GA/30009

Telephone: 678.297.6073

E-mail: kcook@alpharetta.ga.us

SECTION II. TYPE OF ASSISTANCE

5. Please select the type of assistance you are seeking. You may check multiple boxes if your project requires multiple types of assistance.

- Planning Study** **Plan Implementation**
 Facilitation Assistance **Training or Education Assistance**
-

SECTION III. PROJECT INFORMATION

Short Answer Questions are limited to 1,400 characters.

6. Name of project: North Point Area and Alpha Loop Trail Connectivity Feasibility Study

7. Study Project Cost: \$125,000-\$150,000

Proposed Local Match (Minimum 20%): \$25,000-\$30,000

8. Project location/extents: Alpha Loop extension from Encore Parkway to cross Haynes Bridge; extension of Alpha Loop across Encore Parkway along North Point Center E to North Point Circle (North Point Mall); Big Creek Greenway Trailhead along North Point Parkway

9. Has this project been identified in a previous LCI Study, Comprehensive Plan or another recently completed study? (please check one)

- Yes** **No**

10. If YES, please name the study, and reference the section or page that relates to this project:

North Point Activity Center LCI (2018) and North Fulton CTP

11. Are you applying for the Georgia Smart Communities Challenge?

Yes No

If Yes, please go directly to question 22.

12. Is the project within an existing LCI area? If yes please include your report of accomplishment of your LCI work program with your application. (please check one) Yes No

Need to update summary of accomplishment tables post-LCI adoption

If Yes, please answer questions 10-15. If not, please go directly to question 16.

13. Name of LCI area and last plan adoption date: North Point Activity Center, 2/21/2018

14. Please provide a brief project description. In your project description, please state which of the following types best describes your project and provide specifics on why:

a. Catalytic: promotes the creation of transit-oriented development around an existing or planned ART, BRT, LRT, or HRT station.

b. Catalytic: supports the revitalization of the community's existing or planned downtown district.

c. Tactical: advances the implementation of a priority action identified in a study within the LCI area.

- Local and Regional Activity Center/shopping destination with major trail facility access
- BRT station planned in Fulton TMP – increasing connectivity with first/last-mile options
 - And MARTA's current plan for C/D lanes on GA 400
 - North Fulton CTP
- Catalytic and Experimental
- Green Infrastructure, Creative Placemaking, Access to Healthy Food (small markets required in zoning—connecting via bike/ped facilities), Workforce housing (459 units planned) priorities are applicable
- Connections for three LCI areas (downtown, North Point Activity Center, Milton/SR 9)

Commented [BT1]: The categories are Catalytic, Tactical, and Experimental. Not sure why there is incongruity here

15. Please describe how your Catalytic or Tactical project addresses equity and/or resiliency issues identified by ARC as regional priorities for 2019. To get detailed information on the prioritized equity issues and resiliency issues, please refer to our Application Manual.

- Retrofitting suburban mall area for future sustainability
- Ecodistrict/green infrastructure focus (creating 4 acres—11 with stormwater park—of greenspace in the area that could be connected via the trail network)
- Provide opportunities to live/work/play, to include workforce housing appropriate for the area
 - Supports Millennial and Baby Boomer interest in bike/ped facilities
- Offers non-vehicular transportation options as well as recreational facilities
- Fills gaps in planned Alpha Loop as well as provides access to Big Creek Greenway
- Art/culture opportunities—social equity

16. Please describe how this Catalytic or Tactical project addresses a need in your community and the outcome(s).

- BRT station planned in Fulton TMP – increasing connectivity with first/last-mile options as well as to existing transit service
- Provide opportunities to live/work/play, to include workforce housing appropriate for the area
 - Supports Millennial and Baby Boomer interest in bike/ped facilities
- Offers non-vehicular transportation options as well as recreational facilities
- Fills gaps in planned Alpha Loop as well as provides access to Big Creek Greenway
- Increase in greenspace in the City (comp plan goal)
- Lack of bike/ped facility on North Point Center E
- Increased access to Big Creek Greenway

17. Please describe the community engagement of this process and explain how local officials, community groups, businesses and/or institutions will be involved in the planning process, as appropriate, and how the project will involve groups that are historically under-represented in planning processes:

- Stakeholder group
- Public charrettes
- Tactical Urbanism demonstration
- Information on City's website, in local newspapers, and via City's social media profiles
- Public Information Open House

If your project is not within an existing LCI area, please answer questions 18-21

18. Please provide a brief project description.

19. Please describe how your project addresses equity and/or resiliency issues identified by ARC as regional priorities for 2019. To get detailed information on the prioritized equity issues and resiliency issues, please refer to our Application Manual.

20. Please describe how this project addresses a need in your community and the outcome(s): *(max. 200 words)*

21. Please describe the community engagement for this process and explain how local officials, community groups, businesses and/or institutions will be involved in the planning process, as appropriate, and how the project will involve groups that are historically under-represented in planning processes: *(max. 200 words)*

If you are applying for the Georgia Smart Communities Challenge, please answer questions 22-31

22. What conditions in your community are driving the need to become a smart community?

23. How does becoming a smart community align to your Comprehensive Plan vision or goals?

24. How will the community transition from its current state to its desired smart community?
25. Please provide a brief project description, how will the project impact the community?
26. Who is your identified Georgia Tech researcher?
27. Please describe the research plan including a description of activities to be performed and how it aligns with the project description; and How the research aligns with a “smart” technology that is pertinent to the community’s overall vision)?
28. Please provide a proposed study budget by task.
29. Please provide a proposed schedule by month of activities
30. Please list the key personal participating in the project and the amount of time identified. Also identify the project lead.
31. Please provide a brief narrative describing how each government and non-governmental entity will participate in the team effort; and a description of how the intergovernmental team will be organized
-

SECTION IV. COMMITMENT

- All applications should include a letter of commitment from the Chief Elected Official, or a Council/Commission Resolution, indicating commitment to the implementation of the project and the matching funds.
Getting Council resolution on 3/25 agenda
- Non-governmental organizations applying for assistance shall include a letter of commitment to the implementation of the project and for matching funds (if applicable) from its Executive Director or Board Chairperson, as well as a letter of support from the underlying jurisdiction.
- If entities other than the applicant are providing matching funds, please include letters of commitment to the matching fund from those funders.

Do we intend to get additional funding from North Fulton CID, etc.?

- Other letters of support are encouraged

Letters of support from:

- North Fulton CID
- Bike Alpharetta
- Brookfield (North Point Mall)
- Accesso (office adjacent to North Point Mall)
- Convention/Visitor Center
- Chamber of Commerce

Hi!

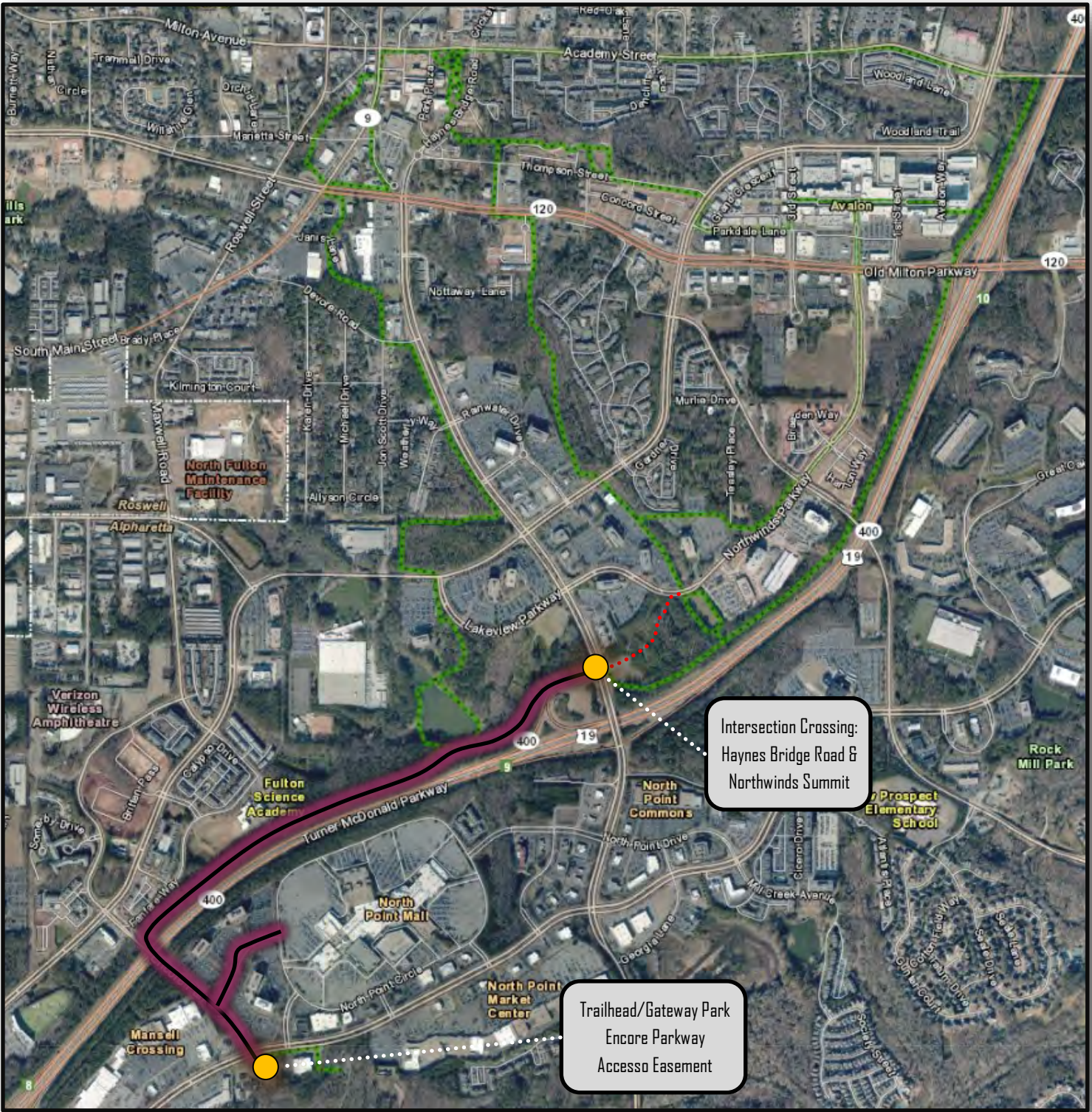
The City of Alpharetta is pursuing a [Livable Centers Initiative \(LCI\)](#) grant through the Atlanta Regional Commission (ARC) to support trail connectivity in the North Point Activity Center area. The grant will help fund a feasibility/scoping study for a portion of the [Alpha Loop](#) (from Encore Parkway to Haynes Bridge Road) as well as provide connectivity among the Alpha Loop, a planned trail network around the North Point area, and the Big Creek Greenway via a new trailhead and system access point on the eastern side of North Point Parkway. This project was recommended in [the 2018 update of the North Point Activity Center LCI study](#) and will provide much needed alternative transportation options between North Point and the western side of GA 400 as well as expand recreational facilities in the area. It also will help support the area's sustainability in the future and foster the Ecodistrict atmosphere that was determined desirable for the area.





Our grant application is due March 29th and as we prepare our submission, we would like to request your support of this project by submitting a letter of support. If you need any further information from me to draft such a letter, please do not hesitate to reach out. To ensure that we have all of our materials collected in time for submission, we would like to kindly ask for your letter to be provided to me no later than Tuesday, March 19th so we can include it with our application.

Thank you in advance for your support and I look forward to partnering with you to provide trail connectivity in the North Point Activity Center area.

Best,

DRAFT



- 
 Feasibility Segment
 (Not including Encore Parkway)
 Approx. **1.35 Miles**
- 
 Original conceptual layout of the Alpha Loop
- 
 Section Currently being constructed by Pope & Land
- 
 Points of Interest Included in Feasibility Study

Intersection Crossing:
Haynes Bridge Road & Northwinds Summit

Trailhead/Gateway Park
Encore Parkway
Accesso Easement





CITY COUNCIL MEETING & PUBLIC HEARING STAFF REPORT

Submitting Department: Legal

Submitted By:

Meeting Date: March 25, 2019

I. AGENDA ITEM TITLE: RESOLUTION AUTHORIZING EMINENT DOMAIN (PARCEL 3; MORRIS ROAD OPERATIONAL IMPROVEMENTS PROJECT)

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT THE INTERSECTION OF COUNTRY PLACE COURT AND MORRIS ROAD (0 COUNTRY PLACE COURT, ALPHARETTA, GEORGIA; TAX PARCEL NO. 12-2971-0855-007-7) WITHIN THE CITY OF ALPHARETTA, GEORGIA, FOR ROAD PROJECT - MORRIS ROAD OPERATIONAL IMPROVEMENTS.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution Authorizing Eminent Domain - Parcel 3 - Morris Road Operational Improvements - 3.25.19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT THE INTERSECTION OF COUNTRY PLACE COURT AND MORRIS ROAD (0 COUNTRY PLACE COURT, ALPHARETTA, GEORGIA; TAX PARCEL NO. 12-2971-0855-007-7) WITHIN THE CITY OF ALPHARETTA, GEORGIA, FOR ROAD PROJECT - MORRIS ROAD OPERATIONAL IMPROVEMENTS

WHEREAS, the City of Alpharetta, Georgia (the "City") has determined that it is necessary to construct a road project, which includes road reconstruction and the construction of intersection improvements and other operational improvements, on Morris Road from Old Milton Parkway/SR 120 to Webb Bridge Road, such road project being known as the Morris Road Operational Improvements project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights in, over, under, and through the property held by Country Place Condominium Association, Inc., a Georgia nonprofit association acting as the Association for Country Place, a Condominium, and as attorney in fact on behalf of all Unit Owners and their successors in title pursuant to that certain Declaration of Condominium recorded in Deed Book 7581, Page 300, Fulton County, Georgia Records, as amended, said property located at the intersection of Country Place Court and Morris Road (0 Country Place Court, Alpharetta, Georgia; Tax Parcel No. 12-2971-0855-007-7) within the City of Alpharetta (reference: **Parcel No. 3**), as further described in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights in the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which is hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights in, over, under, and across the property located at the intersection of Country Place Court and Morris Road (0 Country Place Court, Alpharetta, Georgia; Tax Parcel No. 12-2971-0855-007-7) in order to ensure the timely completion of the

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION R2019-_____

Project - Morris Road Operational Improvements. Further, the Mayor is specifically authorized to execute any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED AND ADOPTED this _____ day of _____, 2019.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCILMEMBERS

Attest:

Erin Cobb, City Clerk (SEAL)

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

DATE	USER	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS																																																																																																																																																																																																																																																																																																																																																																																																																																														
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CHORD BEAR	= N 9°23'56.5" E																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 193.06																																																																																																																																																																																																																																																																																																																																																																																																																																																	
RADIUS	= 115.01																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DEGREE	= 8°00'47.9"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
83	28.12 R	17+78.33		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
ARC LENGTH	= 197.89																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CHORD BEAR	= N 26°20'42.3" E																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 197.73																																																																																																																																																																																																																																																																																																																																																																																																																																																	
RADIUS	= 1387.71																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DEGREE	= 4°07'43.7"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
85	35.27 R	19+85.75		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
ARC LENGTH	= 43.26																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CHORD BEAR	= N 81°44'20.2" E																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 39.61																																																																																																																																																																																																																																																																																																																																																																																																																																																	
RADIUS	= 30.00																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DEGREE	= 190°59'16.4"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
87	48.62 R	50+63.23		Preston Ridge Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1206	49.41 R	51+24.22		Preston Ridge Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
ARC LENGTH	= 154.92																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CHORD BEAR	= S 69°33'11.5" W																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 139.59																																																																																																																																																																																																																																																																																																																																																																																																																																																	
RADIUS	= 99.00																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DEGREE	= 57°52'28.3"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DE/1204	36.78 R	18+94.75		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
ARC LENGTH	= 266.54																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CHORD BEAR	= S 13°08'13.7" W																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 264.73																																																																																																																																																																																																																																																																																																																																																																																																																																																	
RADIUS	= 659.00																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DEGREE	= 8°41'39.7"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DE/1202	41.31 R	16+13.09		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1201	41.50 R	15+00.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
54	43.26 R	14+44.04		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
53	43.14 R	14+13.85		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
52	22.43 R	13+41.38		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
REQD R/W	= 9366.41 SF																																																																																																																																																																																																																																																																																																																																																																																																																																																	
REMAINDER	= +/- 4.789 ACRES																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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DE/1331	44.00 L	15+80.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1330	43.95 L	16+30.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1329	57.50 L	16+50.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1328	57.50 L	16+90.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1327	47.63 L	17+00.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
ARC LENGTH	= 134.26																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CHORD BEAR	= N 15°40'48.4" E																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 134.11																																																																																																																																																																																																																																																																																																																																																																																																																																																	
RADIUS	= 810.00																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DEGREE	= 7°04'24.8"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DE/1334	45.62 L	18+26.10		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
31	31.82 L	17+82.03		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
ARC LENGTH	= 210.80																																																																																																																																																																																																																																																																																																																																																																																																																																																	
CHORD BEAR	= S 9°33'55.0" W																																																																																																																																																																																																																																																																																																																																																																																																																																																	
LNTH CHORD	= 210.15																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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DEGREE	= 7°23'33.8"																																																																																																																																																																																																																																																																																																																																																																																																																																																	
DE/1332	36.22 L	15+80.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1336	36.53 L	15+24.49		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1337	44.00 L	15+24.09		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
DE/1331	44.00 L	15+80.00		Morris Road																																																																																																																																																																																																																																																																																																																																																																																																																																														
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REQD EASMT	= 0.090 ACRES																																																																																																																																																																																																																																																																																																																																																																																																																																																	

DATE	REVISIONS	DATE	REVISIONS
9/11/2017	ADDED TEMP. D/W EASMT. TO PARCEL 2		
11/16/2018	REQ'D R/W REVISED TO PERM. EASEMENT FOR PARCEL 3		

<p>POND Architects-Engineers-Planners 3500 Parkway Lane Suite 500 Peachtree Corners, GA 30092 Phone: 678-335-7400 Fax: 678-336-1744 Web: www.pondco.com</p>	<p>CITY OF ALPHARETTA DEPARTMENT OF PUBLIC WORKS RIGHT OF WAY MAP PROJECT NO: N/A CITY: ALPHARETTA LAND LOT NO: 0855.0909.1262 LAND DISTRICT: 06 GMD: 1176 DATE: 03/21/2017 SH 8 OF 11</p>
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