



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B071181084

FILED

MAY 09 2007

By The
Office of The City Clerk

INVITATION FOR BID And Contract Specifications

FOR: CRYSTALLINE SODIUM FLUORIDE

Bids Must Be Received Prior To 2:00 P.M. on May 9, 2007

Bids Must Be Submitted To: City Clerk's Office
915 "I" Street, First Floor
Sacramento, CA 95814

Pre-Bid Conference: Not Applicable
Mandatory: [] Yes
 [] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Brenntag Pacific, Inc.

Address: 860 Wharf St

City, State, Zip Code: Richmond, CA 94804

Phone Number: 510-970-7540

Email Address: KHeron@brenntag.com

BID

BID NO. B071181084
FOR SERVICES/SUPPLIES: Crystalline Sodium Fluoride

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Brenntag Pacific
ADDRESS: 860 Wharf Street Richmond, CA 94804
PHONE #: 209-482-5552 FAX #: 209-554-4304
STATE TAX I.D. #: C2576999 FED. TAX I.D. #: 20-055-2611
City of Sacramento Business Operation Tax Certificate #: on file
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Marilyn C. Treacy
PRINT NAME: Marilyn C. Treacy
TITLE: District Manager, Northern CA.

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

PRICING SCHEDULES

For furnishing to the City of Sacramento, Crystalline Sodium Fluoride (NaF), as required, in accordance with the provisions and specifications contained herein. Quantities are estimates only and City will purchase more or less as necessary during this potential 3 year contract.

CRYSTALLINE SODIUM FLUORIDE (NaF) - 50 lb BAGS

<u>Annual Quantity Estimate</u>	<u>Description</u>	<u>Unit Price Per 50lb Bag</u>	<u>Extended</u>
2,500 bags	Sodium Fluoride (NaF) dry coarse crystalline material, 50lb bags, delivered as required	\$ <u>29.50</u>	\$ <u>13,750.00</u>

Sales Tax is not applicable as this product is used in the production and purification of potable water for resale, California State Resale Permit No. SYKH98-K021076.

Total Prices listed are to be all inclusive (i.e. tax, freight, shipping charges, handling, special fees or any other related fees/costs).

Contractor guarantees delivery in 3 Days after Receipt of Order (ARO)

Price Increases: 2nd and 3rd year pricing will not increase by more than 5% above the previous year's prices.

Note: Refer to "MSDS and Specification Sheet" of Technical Specifications, page 26.

ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

_____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or No

2) If the answer to Question #1 is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number:

_____.

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If **Yes**, the Payment Discount is _____% of total bid for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. MSDS and SPECIFICATION SHEET

Bidder shall supply the Material Safety Data Sheet and the Manufacturer's Specification Sheet at the time of bid.

5. MANUFACTURER'S LOCATION SITE

Please provide the location of the Manufacturer's plant:

ONODA Chemical Industry
TEKKO Bldg 8-2, 1 Chome, MARUNOUCHI
CHIYODA-KU, TOKYO, JAPAN

6. PROOF OF CERTIFICATION

Bidder shall supply proof of certification that product is suitable for contact with or treatment of drinking water. Certification shall be from an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals – Health Effects.

7. EQUAL BENEFITS ORDINANCE

Bidders must sign and return the Equal Benefits Declaration of Compliance in Exhibit 1 with this bid.

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Brenntag Pacific Inc.
Name of Contractor

860 Wharf Street Richmond, CA 94804
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
 - g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
 - h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Marilyn C. Treacy
Signature of Authorized Representative

5-9-07
Date

Marilyn C. Treacy
Print Name

District Manager, Northern Ca
Title

DATE BID OPENED <u>5-9-07</u>
EMPLOYEE INITIALS <u>V.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY
<input checked="" type="checkbox"/> NONE REQUIRED
<input type="checkbox"/> PROPERLY SIGNED
BID DEPOSIT TYPE
<input type="checkbox"/> BID BOND
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/> CERTIFIED CHECK
<input type="checkbox"/> CASH
<input type="checkbox"/> CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
<input type="checkbox"/> SECURITY RETURNED
<input type="checkbox"/> SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

Material Safety Data Sheet
 May be used to comply with
 OSHA's Hazard Communication Standard,
 29 CFR 1910.1200. Standard must be
 consulted for specific requirements.

U.S. Department of Labor
 Occupational Safety and Health Administration
 (Non-Mandatory Form)
 Form Approved
 OMB No. 1218-0072



IDENTITY (As Used on Label and List)
SODIUM FLUORIDE

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name ONODA CHEMICAL INDUSTRY CO., LTD.	Emergency Telephone Number 03-3216-5061
Address (Number, Street, City, State, and ZIP Code) TEKKO BLDG. 8-2, 1-CHOME, MARUNOUCHI	Telephone Number for Information 03-3216-5050
CHTYODA-KU, TOKYO, JAPAN	Date Prepared Dec.03.1998
	Signature of Preparer (optional) <i>K. Eguchi</i>

Section II — Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity, Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
NaF (Sodium Fluoride)		2.5mg of F/m³	LD50 1-4g	

CAS No. 7681-49-4

Represented by



MIN-CHEM CANADA INC.
 460 Wyecroft Road
 Oakville, Ontario
 L6K 2G7
 Tel. (905) 842-8300
 Fax (905) 842-8808

Section III — Physical/Chemical Characteristics

Boiling Point 1704°C	Specific Gravity (H ₂ O = 1) 2.79
Vapor Pressure (mm Hg) 10mm Hg/1740°C	Melting Point 992°C
Vapor Density (AIR = 1)	Evaporation Rate (Butyl Acetate = 1)
Solubility in Water 15°C 4.0g/100g, 25°C 4.3g/100g	

Appearance and Odor
White crystalline powder, no odor

Section IV — Fire and Explosion Hazard Data

Flash Point (Method Used) n.a.	Flammable Limits n.a.	LEL	UEL
Extinguishing Media n.a.			

Special Fire Fighting Procedures **Although this product itself is not inflammable, if this product is heated at high temperature, HF gas occurs from this one.**

Unusual Fire and Explosion Hazards
n.a.

(Reproduce locally)

DRAGON BRAND



ONODA CHEMICAL INDUSTRY CO., LTD.

Tokyo 543,
8-2, 2-Chome, Minamiroshi,
Chiyoda-ku, Tokyo, 100-8588 Japan.

TEL (81) (3) 5021
FAX (81) (3) 1399

Certificate No. S-221

Date: SEP. 10, 2004

Lot No. 54921

CERTIFICATE OF ANALYSIS AND QUALITY

This is to certify that as the result of our inspection,
We have obtained the following analysis.

COMMODITY : SODIUM FLUORIDE (51)
QUANTITY : 15.672 MT
BUYER : CHEMICAL DIRECT INC.

	ANALYSIS RESULT	SPECIFICATIONS
NaF	98.0%	97%min
Heavy Metal	<0.04%	0.04%max
H ₂ O	0.01%	0.01%max
Insol	0.15%	0.05%max
Mesh Size(%)		
-20Mesh :	100%	99%min
+100Mesh :	74.6%	50%min
+325Mesh :	0.9%	5%max

Remarks :

Names of Vessel : EVER DEVELOP
Destination : Oakland, U.S.A.

Onoda Chemical Industry Co., Ltd.

K. Ogasawara

Production Control Dept.



Close window to
exit NSF Listings.

NSF Product and Service Listings

These Listings were Last Updated on **Wednesday, May 09, 2007** at 4:15 AM Eastern Time. Please contact [NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Warning: NSF is concerned about fraudulent downloading and manipulation of website text. If you have received this listing in hard copy, always confirm this certification/listing information by going directly to <http://www.nsf.com/Certified/PwsChemicals/Listings.asp?CompanyName=onoda&ChemicalName=Sodium+Fluoride&PlantCountry=JAPAN&> for the latest most accurate information.

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

ONODA CHEMICAL INDUSTRY CO., LTD.

1-8-2 MARUNOUCHI, CHIYODA-KU
TOKYO 100
JAPAN
81 3 3216 5061

Facility : KITAKYUSYU CITY, JAPAN

Sodium Fluoride

Trade Designation
Sodium Fluoride

Product Function
Fluoridation

Max Use
2.3 mg/L

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 0 seconds

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