



Check List

RFP Title: Mid-Michigan Water Bulk Chemical Consortium for 2021/2022 RFP

Instructions: Please provide a (✓) next to each item to signify completion. Submit this Check List with your Proposal submission.

1. Reviewed *Notice to Bidders*.
2. Reviewed *Instructions to Bidders*. **All Proposals must strictly conform to these instructions to be considered.**
3. Reviewed all the Proposal Documents, and can provide the materials, specifications, and/or services. (Please refer to Section 1 of the *Instructions to Bidders for a list of the Proposal Documents*).
4. Enclosed a thoroughly completed and signed the *Proposal Form*, along with other required documentation listed in the Scope of Work.
5. Reviewed *BWL's Standard Terms and Conditions, Master Service Agreement, and/or Software License Agreements*. Please refer to Section 3 of the Instructions to Bidders. (Specifically, any exceptions must be provided as redlines to be considered.) Provide any End User License Agreements related to software purchases (if applicable). Review each entity's terms and conditions, insurance requirements, etc. and provide markup to any exceptions.
6. Reviewed and can **adhere** to the insurance coverage requirements outlined in *BWL's Standard Terms and Conditions*. (Any exceptions **must be** provided as redlines to be considered as provided in Section 3 of the Instructions to Bidders.) **As a reminder, a Certificate of Insurance consistent with BWL's Standard Terms and Conditions, as well as every other entity, is required before any purchase of goods or work can begin.**
7. Enclosed a completed *Iran Economic Sanctions Form*, with a notarized signature.

8. Enclosed any issued Addendum Acknowledgment(s).
9. Enclosed the Proposal Security, if required under Section 2 of the *Instructions to Bidders*.

By initializing this Check List, you are acknowledging that you have reviewed and understand each of the foregoing and that any Proposal received after due date, will be rejected from any consideration.

Initials: ds Date: 03-26-2021

PROPOSAL FORM
Mid-Michigan Water Bulk Chemical Consortium 2021/2022 RFP

Note: This form may be completed using MS Word®

Provide the following business and contact information:

Legal Name: JCI Jones Chemicals, Inc.		Federal ID or Social Security Number: 16-0809645
Address: 18000 Payne Street		State of Incorporation New York
City: Riverview	State & Zip: MI 48193	Primary E-Mail: pnowaske@jcichem.com
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> S-Corporation <input type="checkbox"/> Other (Explain)		
Office Phone: 734.283.0677	Alternate Office Phone: 800.635.5489	Office Fax: 734.283.0979
Primary Contact: Pam Nowaske	Contact Phone: 734.283.0677	Contact Fax: 734.283.0979
Contact Mobile:	Contact E-Mail: riverview@jcichem.com	Website URL: www.jcichem.com

Provide responses to the following questions:

How many years has your firm been in business under the present ownership?	90 years
Have you done business with the Board of Water and Light? Or any other consortium entity? If so, furnish specifics.	Yes Held consortium contract in 2019
Have you done business with the City of Lansing? If so, furnish specifics.	Yes Part of consortium contract in 2019
Have you ever defaulted on a contract or been involved in litigation with the Board of Water and Light or the City of Lansing or any other consortium entity? If so, furnish specifics.	no
Have you ever defaulted on a contract or been involved in litigation or pending litigation or claims with any other client in the past five years? If so, furnish specifics.	no
List any relationships between your firm's staff and any current BWL or other consortium entity employee.	none
Specify your background, training, experience, credentials and other factors which qualify you to perform the work described in the Scope of Work included in this Request for Proposal.	90 years' experience in chemical repackage, distribution & manufacturing
List at least three (3) references for similar work you have performed for other clients. Include Client name, contact name, title and phone number.	Wayne County: Dan Swiecki – 313.213.5243 Macomb County: Pete Trobley – 586.772.3425 CO Dearborn: James Foss – 313.943.3036
List subcontractors that you plan to use on this project (including trucking services). Required Field.	Deliveries made by JCI & Harold Marcus trucks

PROPOSAL FORM
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Indicate any exceptions to the enclosed Terms and Conditions for Chemicals from participating consortium entities.	none
Include any additional information you may deem helpful in evaluating your proposal.	

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date	
1	02/23/21	Enter addenda numbers and received dates if applicable
2	02/24/21	

Activity	Unit Pricing
Sodium Hypochlorite Chemical: Demurrage:	\$ <u>.716</u> / gal \$ <u>80.00</u> / hour *first 4 hours free
Hydrofluosilic Acid Chemical in minimum 40,000 lbs. shipments: Chemical in minimum 30,000 lbs. shipments: Chemical split between multiple locations in minimum 40,000 lbs. shipments: Demurrage:	\$ <u>no bid</u> / ton \$ <u>no bid</u> / ton \$ <u>no bid</u> / ton \$ <u>no bid</u> / hour *first 4 hours free
Ferric Chloride Dry Chemical: Liquid Chemical: Demurrage:	\$ <u>no bid</u> / ton \$ <u>no bid</u> / ton \$ <u>no bid</u> / hour *first 4 hours free
Pebble Quick Lime Chemical: Demurrage:	\$ <u>no bid</u> / ton \$ <u>no bid</u> / hour *first 4 hours free
Soda Ash Demurrage:	\$ <u>no bid</u> /ton \$ <u>no bid</u> /hour *first 4 hours free



February 23, 2021

Potential Bidders

Street No. and Suite #

City, State - Zip

Subject: **Mid-Michigan Water Bulk Chemical Consortium for 2021/2022 RFP**

Dear Bidder,

Attached to this letter is **Addendum No. 01** to subject Request for Proposal.

This Addendum:

1. Questions and Answers.
2. Mandatory Pre-Bid Participants

Bidders are reminded to sign the attached Addendum Acknowledgement Form and return it with their proposal. All other requirements of the RFP remain the same as before.

Please direct any questions to the undersigned.

Sincerely,

Tony De Luca, Buyer

Purchasing & Warehousing Department

(517) 702-6194 Phone

(517) 702-6042 Fax

tony.deluca@lbwl.com



NOTICE TO BIDDERS

ADDENDUM NO. 01

This Addendum contains changes to and/or provides information related to the requirements of the Request for Proposal documents and shall be incorporated therein. The changes shall apply to the work with the same meaning and force as if they had been included in the original document. The remaining of the Request for Proposal documents not modified by this Addendum remains in full force and effect.

Bidder shall Acknowledge this Addendum in writing by signing the attached Addendum Acknowledgement form and returning it with its proposal. Failure of Bidder to acknowledge this **Addendum No. 01** may cause the Bidder to be considered as “non-responsive”.

Where required, Bidder shall replace the pages in the Request for Proposal Document with the corresponding revised pages included in this Addendum. The proposals submitted must include the latest Revision, as of the date of the Proposal, of all pages.



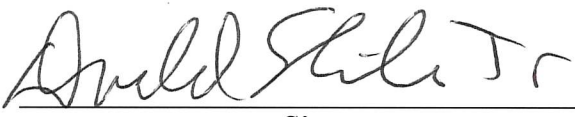
ADDENDUM ACKNOWLEDGEMENT

The undersigned Bidder acknowledges receipt of **Addendum No. 01**, dated 2/22/2021, to Request for Proposal for *Mid-Michigan Water Bulk Chemical Consortium for 2021/2022 RFP*, and certifies that it has considered same in formulating its proposal.

Name of Bidder: JCI Jones Chemicals, Inc.

Address of Bidder: 18000 Payne Street

Riverview, MI 48193

Acknowledged By: 
Signature

Donald Skidmore Jr.
Name

Branch Manager
Title

02/25/2021
Date

Addendum No. 01

Contents

1. City of Jackson, listed for Hypo questioning if they even use Hypo any more I thought they had switch to ultraviolet.

Answer: The vendor is correct, we DO NOT use hypo anymore.

2. On Soda Ash- in part 4 of the Scope of Work, it indicates deliveries for Lansing and Jackson to be 35 tons. *We have* found we get more economical rates from a carrier that utilizes 23 to 24-ton deliveries. Would this be acceptable?

**Answer: Jackson - The Soda Ash delivery tonnage would be fine.
BWL - No. this would not be acceptable.**

3. Clarify City of Ann Arbor Hypo typical delivery what they mean by 60,000 gals once per month.

Answer: Estimated yearly usage: 150,000 gallons. Minimum delivery 4,500gallons delivered twice a month.

4. City of Owosso - will the once a month Hypo delivery be split between the Water & Wastewater plants.

Answer: Over 90% of the deliveries are split between the two plants. The quantity required is largely driven by weather conditions at the WWTP, higher rainfall and influent requiring more disinfectant. At the drinking water plant, we have a fairly constant usage and so when either plant needs a refill we call each other up before ordering and try to ensure that both plants are topped off.

5. We missed the mandatory pre-bid, does that disqualify us from bidding?

Answer: Since the pre-bid meeting was mandatory, those vendors that did not participate at the virtual meeting, are not eligible to submit a proposal response.

Mandatory Pre-Bid Participants:

Pam Nowaske, Jones Chemicals; Don Skidmore, Jones Chemicals; John Dunlap, Alexander Chemicals; Lisbeth Todner, Oil; Justin Ross, Carmeuse; Mark Samuels Carmeuse; Stephanie Robinson, City of Lansing; Brady Overton, USP Technologies; Matthew Radake, Carmeuse; Joe O'Malley, PVS Chemicals; Tyler Hamlin, City of Ann Arbor; Biju Daniel, Graymont; Christian Flores, PVS Chemicals; Sara Gentile, PVS Chemicals; Geneva Vanlerberg, BWL; and Tony De Lua, BWL

END OF ADDENDUM



February 24, 2021

Potential Bidders
Street No. and Suite #
City, State - Zip

Subject: **Mid-Michigan Water Bulk Chemical Consortium for 2021/2022 RFP**

Dear Bidder,

Attached to this letter is **Addendum No. 02** to subject Request for Proposal.

This Addendum:

1. Revised Proposal Form
2. Revised - Mandatory Pre-Bid Participants Listing

Bidders are reminded to sign the attached Addendum Acknowledgement Form and return it with their proposal. All other requirements of the RFP remain the same as before.

Please direct any questions to the undersigned.

Sincerely,

Tony De Luca, Buyer
Purchasing & Warehousing Department
(517) 702-6194 Phone
(517) 702-6042 Fax
tony.deluca@lbwl.com



NOTICE TO BIDDERS

ADDENDUM NO. 02

This Addendum contains changes to and/or provides information related to the requirements of the Request for Proposal documents and shall be incorporated therein. The changes shall apply to the work with the same meaning and force as if they had been included in the original document. The remaining of the Request for Proposal documents not modified by this Addendum remains in full force and effect.

Bidder shall Acknowledge this Addendum in writing by signing the attached Addendum Acknowledgement form and returning it with its proposal. Failure of Bidder to acknowledge this **Addendum No. 02** may cause the Bidder to be considered as “non-responsive”.

Where required, Bidder shall replace the pages in the Request for Proposal Document with the corresponding revised pages included in this Addendum. The proposals submitted must include the latest Revision, as of the date of the Proposal, of all pages.

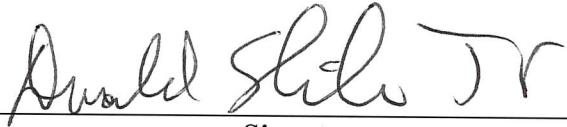


ADDENDUM ACKNOWLEDGEMENT

The undersigned Bidder acknowledges receipt of **Addendum No. 02**, dated 2/24/2021, to Request for Proposal for Mid-Michigan Water Bulk Chemical Consortium for 2021/2022 RFP, and certifies that it has considered same in formulating its proposal.

Name of Bidder: JCI Jones Chemicals, Inc.

Address of Bidder: 18000 Payne Street
Riverview, MI 48193

Acknowledged By: 
Signature

Donald Skidmore Jr.
Name

Branch Manager
Title

02/25/2021
Date

Addendum No. 02

1. See attached revised Proposal Form

2. Listing for Mandatory Pre-Bid Participants:

Kevin McGinty, Tata Chemicals, participated in the Mandatory Pre-Bid Meeting, but was erroneously missed on the participant listing, on Addendum No. 1.

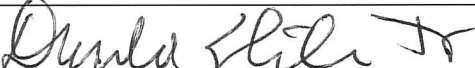
END OF ADDENDUM

PROPOSAL FORM
Mid-Michigan Water Bulk Chemical Consortium 2021/2022 RFP

Product meets quality specifications in the Scope of Work?	Yes <u>x</u> No _____ If No, explain (use additional pages if needed):
Able to meet delivery requirements for each municipality included in the Scope of Work? Including but not limited to delivery days of week, hours, load size, unloading requirements. If vendor has a minimum delivery different from that above, note it here.	Yes <u>x</u> No _____ If No, explain (use additional pages if needed):
Able to provide insurance requirements and other requirements as included for each municipality? This must be substantiated before contract award.	Yes <u>x</u> No _____ If No, explain (use additional pages if needed):
Please note any exceptions taken, if any. Use additional pages if needed).	

The undersigned Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

Company Name: JCI Jones Chemicals, Inc.
Signature: 
Name: Donald Skidmore Jr.
Title: Branch Manager
Date: 02/25/2021

END OF PROPOSAL FORM

SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE

IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid. **The Lansing Board of Water & Light shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of JCI Jones Chemicals, Inc. (the Bidder), pursuant to the compliance certification requirement provided in the Lansing Board of Water & Light Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

Specifically, the undersigned, owner or authorized officer of JCI Jones Chemicals, Inc. (the Bidder) attests it does not fall within the following definition of a "Iran linked business" under the Iran Economic Sanctions Act:

MCL 129.312 (e) of the Act provides:

(e) "Iran linked business" means either of the following:

- (i) A person [as defined below by MCL 129.312(f)] engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.*
- (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.*

MCL 129.312(f) of the Act defines "Person" as follows:

(f) "Person" means any of the following:

- (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.*
- (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).*

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Lansing Board of Water & Light's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER

JCI Jones Chemicals, Inc.

By: Donald Skidmore Jr.

Its: Donald Skidmore Jr. Branch Manager

Date: 02/26/21

STATE OF Michigan)

COUNTY OF Wayne)

This instrument was acknowledged before me on the 26th day of February, 20 21, by

_____.

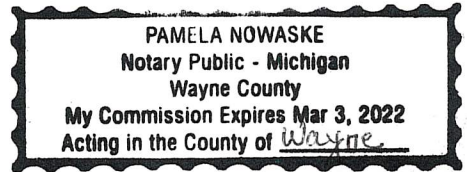
Pamela Nowaske

Pamela Nowaske, Notary Public

Wayne County, Michigan My

Commission Expires: March 3, 2022 Acting

in the County of: Wayne



JAMIE A NOWASKE
Notary Public - Michigan
Wayne County
My Commission Expires Mar 3, 2025
Acting in the County of

TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

1. DEFINITIONS

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER – means the City of Lansing, by its Board of Water and Light.

Consortium – means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Delhi Charter Township, and Delta Township.

Contract Documents – means the PURCHASER's solicitation, including the invitation to bid or request for proposal or quotation, instructions to bidders/offerors, SELLER'S response to the solicitation, PURCHASER drawings, the specifications, any addenda or supplements including Change Orders, the purchase order, these General Requirements, and Supplemental Requirements.

SELLER– means the individual, partnership, corporation or other entity awarded a purchase order by the PURCHASER.

Day – means a calendar day.

Designated Representative – means the General Manager of the PURCHASER, or authorized designee. Designated Representative shall be the individual designated to receive submissions and notices from SELLER and to represent the PURCHASER in the performance of the Contract. Any interaction with another division of the PURCHASER shall be coordinated through the Designated Representative.

Participants – means entities part of Mid-Michigan Drinking Water Consortium.

Work – means the products and services to be furnished under the Contract Documents. Work includes and is the result of performing services, transporting chemicals, and furnishing chemicals.

3. TERMS

A. QUALITY

- (1) Chemicals shall meet all criteria identified in the Specifications.
- (2) The PURCHASER reserves the right to reject all chemicals that fail to meet those criteria.
- (3) Chemicals that fail to meet those criteria that have been delivered to the PURCHASER must be removed by the SELLER at SELLER's expense.

B. CHEMICALS FURNISHED BY SELLER

- (1) The SELLER shall arrange and pay all charges for the proper delivery, receipt, rigging, unloading, and storage of all chemicals requested by the PURCHASER. The place of delivery is the PURCHASER's place of business. The PURCHASER will provide an area for storage of the material at its delivery site. SELLER must supply a sufficient number of individuals to promptly unload and store chemicals. SELLER continues to bear all responsibility for care, custody, control and protection of the chemicals until the chemicals are properly stored. After storage, SELLER retains responsibility only for the quality of the chemicals.

- (2) The SELLER shall notify the PURCHASER's Representative when any material is ready for shipment. Before arranging for any shipment, SELLER must ensure that the delivery will not cause undue blocking at the delivery site.
- (3) SELLER shall supply the manufacturer's name and catalog number for each item, if applicable.
- (4) PURCHASER's Designated Representative must coordinate shipment to the site.
- (5) If requested by the PURCHASER's Designated Representative, SELLER shall furnish copies of bills of lading, shipping manifests, and other papers showing shipment of chemicals and/or reports of their receipt.
- (6) SELLER shall show the PURCHASER's purchase order number and release number on all shipments, packing lists, and invoices. Shipments may be refused without this information.
- (7) All chemicals shall be new and from a reputable manufacturer currently engaged in the production of like chemicals.

4. PERMITS

SELLER shall obtain all permits necessary to transport and deliver chemicals to the PURCHASER. The PURCHASER shall obtain any necessary permit to store the chemicals on its properties.

5. PRICE

All prices shall be a firm delivered price for the term of the contract, unless specified in SELLER's proposal or bid and accepted by the PURCHASER before award. Prices shall include any fuel surcharge.

The PURCHASER shall solely be financially responsible for such material it procures on its own behalf and through its own bilateral contracts under the proposal of this agreement. The LPURCHASER shall not in any shape or form be financially responsible for any procured material obtained from contracts by any other Participant(s) of Consortium.

6. SAFETY

- (1) SELLER shall proceed with the Work in a manner dictated by all applicable federal and state safety regulations, the PURCHASER Safety Manual, and safe practice, using chemicals, tools and rigging of a safe character. The current version of the PURCHASER's Safety Manual can be found at http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing_Business/BWL_Safety_Manual.pdf. SELLER shall strictly comply with these laws, rules and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, MCL 408.1001 et seq., and shall provide documented evidence of that compliance upon the Designated Representative's request.
- (2) SELLER shall provide and use all protective devices to permit safe working conditions for SELLER's employees and to prevent hazards to employees of other Seller, the PURCHASER and its employees, or the public.
- (3) While on PURCHASER property, SELLER'S personnel shall wear appropriate personal protection equipment.
- (4) If, in the PURCHASER's opinion, SELLER is not proceeding with its Work in a safe manner or in accordance with federal, state, or PURCHASER safety regulations, the PURCHASER may issue a Seller Safety Violation Notice or otherwise stop the Work and direct the SELLER to rectify the unsafe conditions immediately. If SELLER fails to promptly rectify the situation, the PURCHASER may proceed to rectify the unsafe conditions at SELLER'S expense. Compliance with this paragraph shall effect neither the Contract price nor the schedule. SELLER shall comply with all PURCHASERS, OSHA, and MIOSHA confined space requirements and procedures, including PURCHASER permitting requirements.

7. INSURANCE

- (1) At its own expense, SELLER shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage(s):
 - (a) Commercial General Liability Insurance on an occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be no exclusion for work within any distance of railroad property.
 - (b) Automobile liability insurance that complies with the requirements of the Michigan No-fault law with residual liability limit of at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.
 - (c) Worker's compensation insurance as required by Michigan law.

- (2) SELLER shall purchase insurance from companies acceptable to the PURCHASER. Generally, a company rated A- or better by A.M. Best and domiciled in the United States will be acceptable to the PURCHASER. The A.M. Best website can be found at: <http://www.ambest.com/>.
- (3) Certificates of insurance shall state that they will not be canceled nor any changes made, which alters, restricts or reduces the insurance provided or changes the name of the insured, without first giving thirty (30) days' notice in writing to the Corporate Secretary, PURCHASER, 1232 Haco Dr., P.O. Box 13007, Lansing, Michigan 48901.

8. INDEMNITY

SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney's fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER's obligations under this paragraph shall survive the expiration or termination of this Contract.

9. REMEDIES

If SELLER fails or refuses to substantially perform according to the terms of this Contract, SELLER shall be declared to be in default by the PURCHASER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the SELLER has ceased to pursue the correction with due diligence, the PURCHASER may elect to (a) "cover" by purchasing the chemicals from another responsible vendor at the lowest cost available to the PURCHASER, and passing any additional cost on to the SELLER, who must pay the additional costs within 30 days of invoice receipt; (b) terminate the agreement and seek damages, or (c) treat the agreement as continuing and require specific performance, or (d) avail itself of any other remedy at law or equity.

If the PURCHASER fails or refuses to substantially perform according to the terms of this Contract, the PURCHASER shall be declared to be in default by the SELLER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the PURCHASER has ceased to pursue the correction with due diligence, the SELLER may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

10. PLANT PROTECTION AND SECURITY

- (1) If the Work requires SELLER'S employees to enter a protected or policed area of the PURCHASER, including all utility operating areas, the SELLER shall arrange, in conjunction with PURCHASER security, for visible identification badges for all SELLER personnel employed on such Work. SELLER's trucks or common carriers entering PURCHASER property are subject to inspection.
- (2) SELLER, its employees, or suppliers, shall observe traffic rules, speed regulations, or other safety rules in the operation of its vehicles and equipment on PURCHASER property, as established by PURCHASER.
- (3) SELLER's employees shall comply with the PURCHASER's "Weapons in the Workplace" policy and "Prevention of Violence in the Workplace" policy.

11. TIME AND MANNER OF PERFORMANCE

- (1) The PURCHASER's Designated Representative shall contact SELLER when a shipment of chemicals is needed. The SELLER shall deliver the chemicals within 21 days to the PURCHASER location identified by the PURCHASER's Designated Representative, unless a shorter time is specified in the bid/proposal documents. In some cases, a shipment may be split between two PURCHASER locations.
- (2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER's demands, in accordance with the Specifications.
- (3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

12. REPORTING

SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

13. DELAY

- (1) Time is of the essence in the execution of the Work.
- (2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER's direct costs caused by the delay, including the need to "cover" by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

13. GOVERNING LAW AND VENUE

- (1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.
- (2) Venue shall be in Ingham County, Michigan.

14. FORCE MAJEURE

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party's reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER'S management of its plant operations and compliance with regulations, even if they impact SELLER'S ability to meet the contract requirements, do not constitute force majeure.

15. RIGHT TO AUDIT RECORDS

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

16. NONDISCRIMINATION

SELLER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

17. INDEPENDENT SELLER

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

18. TERMINATION FOR CONVENIENCE

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

19. CONTRACT

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- Assure that the material is being off loaded into the correct bulk tank.
- Determine the available tank volume is sufficient for the incoming delivery.
- Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate "drain blocker" mats or plugs prior to starting the off-loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

END OF TERMS AND CONDITIONS

RCMS® Verification

JCI Jones Chemicals Inc.

Sarasota, Florida

has been verified by Midland Engineering, Ltd, an independent third party, as conforming to the 2011-2013 cycle requirements of the

American Chemistry Council's Responsible Care Management System®

Technical Specification RC101.03

JCI Jones Chemicals Inc. – Doc # MELRL0413-01

April 20, 2013

Issue Date



Ronald E. Lund, Vice President – Auditing Services



Midland Engineering, Ltd.



MEL asp-005



EQUAL EMPLOYMENT OPPORTUNITY POLICY

January 6, 2020

The employment policy of JCI is to provide equal opportunity to all persons. Our company therefore has made a commitment to equal employment opportunities through a positive and continuing Affirmative Action Program. No employee or applicant for employment will be discriminated against because of race, color, creed, religion, sex, national origin, age, marital status, citizenship status, sexual orientation or otherwise qualified disability or veteran status.

To implement these policies, JCI will continue to:

- A. Recruit, hire, train, and promote persons in all job classifications without regard to race, color, creed, religion, sex, national origin, citizenship status, sexual orientation or otherwise qualified disability or veteran status. JCI does not discriminate on the basis of national origin or citizenship status as provided under the Immigration Reform and Control Act of 1986.
- B. Base decisions on employment so as to further the principle of equal employment opportunity.
- C. Insure that promotion decisions are in accord with the principles of equal employment by imposing only valid requirements for promotional opportunities.
- D. Insure that all personal actions (including but not limited to compensation, benefits, transfer, layoffs, return from layoffs, company sponsored training, education, tuition assistance, social and recreational programs) are administered without regard to race, color, creed, religion, sex, national origin, age, marital status, citizenship status, sexual orientation or otherwise qualified disability or veteran status.

Susan Malloy Jones, Chief Administrative Officer, has been designated as EEO coordinator and is responsible for compliance with state and federal equal employment opportunity laws and for implementing the affirmative action program, including equal employment practices, monitoring, and internal reporting. If you would like to see the plan or have questions, comments, or complaints please contact the above listed EEO coordinator at (941) 330-1537 ext. 123, during regular business hours (EST).

The continued success of our Affirmative Action Program requires maximum cooperation from every employee throughout the organization. Equal employment opportunity is not only the law, but is a principle of JCI. Your cooperation is expected to achieve this goal and I personally stand behind this principle.

A stylized, cursive signature of Jeffrey W. Jones.

Jeffrey W. Jones
Chief Executive Officer



February 26, 2021

Lansing Board of Water & Light
1232 Haco Dr
Lansing, MI 48910

Dear Sir/Madam:

AFFIDAVIT OF COMPLIANCE

SODIUM HYPOCHLORITE

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hypochlorite solution comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Hypochlorites, AWWA B300-10.

We believe the above certification holds true until such a time as the AWWA Standard for Hypochlorites is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours,

JCI JONES CHEMICALS, INC.

Donald Skidmore Jr.

Donald Skidmore Jr.
Branch Manager

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference MH18026-20020829
Issue Date 2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA FL 34236


This is to certify that representative samples of DRINKING WATER TREATMENT CHEMICALS Sunny Sol® 150", "Sunny Sol® 100 Plus", Sunny Sol® 100", "Sunny Sol® Bleach


Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NSF/ANSI 60 - Drinking Water Treatment Chemicals - Health Effects

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

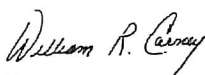
Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification

Mark for Canada:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

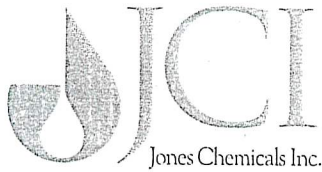
This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.



William R. Carney, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus





SAFETY DATA SHEET



RESPONSIBLE CARE[®]
OUR COMMITMENT TO SUSTAINABILITY

1. Identification

Product identifier Sunny Sol® 150

Other means of identification

SDS number 1201001

Synonyms Sodium Hypochlorite Solution, Bleach.

Recommended use Disinfection of Drinking Water, Sewage & Wastewater Effluent Treatment, Swimming Pool Water Disinfection. Please contact JCI Jones Chemicals, Inc. for additional recommended uses.

Recommended restrictions None known.

Company name JCI Jones Chemicals, Inc.

Address 1765 Ringling Boulevard
Sarasota, FL 34236

General Information

Telephone (800) 477-1078

Website www.jcichem.com

Emergency phone number CHEMTREC
US: 1-800-424-9300 Canada: 1-800-567-7455

2. Hazard(s) identification

Physical hazards Corrosive to metals Category 1

Health hazards Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1
Specific target organ toxicity, single exposure Category 3 respiratory tract irritation

Environmental hazards Hazardous to the aquatic environment, acute hazard Category 1
Hazardous to the aquatic environment, long-term hazard Category 2

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe mist or vapor. Use only outdoors or in a well-ventilated area. Wash thoroughly after handling. Keep only in original container. Avoid release to the environment.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If inhaled: Remove person to fresh air and keep comfortable for breathing. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material damage. Collect spillage.

Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive resistant container with a resistant inner liner.

Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	
	Contact with acids liberates toxic gas.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium hypochlorite	7681-52-9	12.5 - 15.6
Sodium hydroxide	1310-73-2	0.1 - 2.0

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Wash off IMMEDIATELY with plenty of water for at least 15-20 minutes. Get medical attention immediately. Wash contaminated clothing before reuse. Call a physician or poison control center immediately.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. With eye exposure, continue flushing during transport to hospital.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry extinguishing media that contains ammonium compounds.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire-fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Absorb spillage to prevent material damage. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see Section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p>
Environmental precautions	Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. Do not discharge into drains, water courses or onto the ground. Environmental manager must be informed of all major releases.

7. Handling and storage

Precautions for safe handling	Wear appropriate personal protective equipment. Do not get in eyes, on skin, on clothing. Use with adequate ventilation. Observe good industrial hygiene practices. Do not apply heat or direct sunlight. Temperature and product concentration affect product quality and decomposition rates.
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Conditions for safe storage, including any incompatibilities

Keep container tightly closed. Store in a cool and well-ventilated place. Store in a corrosive resistant container. Consult container manufacturer for additional guidance. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents, and all metals except titanium.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m ³

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m ³

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m ³

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eyeface protection Wear safety glasses with side shields (or goggles) and a face shield. Wear a full-face respirator, if needed.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves.

Other

Wear appropriate chemical resistant clothing. Reports indicate that sodium hypochlorite can react with various fabrics usually increasing with concentration. Reactions vary significantly depending on strength of chemical, material, fabric treatment and color of dyes. FRC treated cotton has a stronger response than plain cotton. Poly blend fabrics and meta aramid fabric have a weaker response than natural fibers. Contact the Personal Protective Equipment manufacturer for specific information about their products.

Respiratory protection

If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color Not available.

Odor Pungent.

Odor threshold 0.9 mg/m³

pH 12 - 14 (25 °C/77 °F)

Melting point/freezing point -11 °F (-24 °C) (12.5% solution)

Initial boiling point and boiling range Not available.

Flash point Not applicable

Evaporation rate	No data available
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg (20°C/68°F)
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Completely miscible
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	Not applicable
Molecular formula	NaOCl
Molecular weight	74.5 g/mol

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. Avoid ultraviolet (UV) light sources. Excessive heat. Reacts violently with strong acids. Acid contact will produce chlorine gas. Amine contact will produce chloramines.
Incompatible materials	Strong oxidizing agents. Acids. Metals. Organic compounds. Ammonia.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea. Ingestion may produce burns to the lips, oral cavity, upper airway, esophagus and possibly the digestive tract.
Inhalation	Vapors and spray mist may irritate throat and respiratory system and cause coughing.
Skin contact	Causes skin burns.
Eye contact	Causes eye burns.

Symptoms related to the physical, chemical and toxicological characteristics Corrosive effects. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity Occupational exposure to the substance or mixture may cause adverse effects.

Product	Species	Test Results
Sodium Hypochlorite, 5 - 17% (CAS Mixture)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 2 g/kg
<i>Oral</i>		
LD50	Rat	3 - 5 g/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	No data available.
Skin sensitization	No data available.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
IARC Monographs. Overall Evaluation of Carcinogenicity	
Sodium hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.	
Reproductive toxicity	No data available.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	No data available.
Aspiration hazard	Not classified, however droplets of the product may be aspirated into the lungs through ingestion or vomiting and may cause a serious chemical pneumonia.
Chronic effects	Prolonged or repeated overexposure causes lung damage.
Further information	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Product	Species	Test Results
Sodium Hypochlorite, 5 - 17% (CAS Mixture)		
Aquatic		
Crustacea	LC50 Daphnia	1 mg/l
Fish	LC50 Bluegill (<i>Lepomis macrochirus</i>)	0.6 mg/l, 48 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available for this product.
Mobility in soil	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	Hypochlorite solutions
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24

Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN1791
UN proper shipping name	Hypochlorite solution
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	Yes
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

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

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)
Sodium hydroxide (CAS 1310-73-2) LISTED
Sodium hypochlorite (CAS 7681-52-9) LISTED

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - Yes Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
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SARA 302 Extremely hazardous substance
Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List
Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)
Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

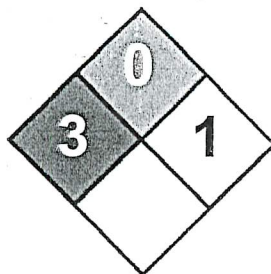
International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s). A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

USEPA Registration Number	1744-20001		
ANSI/NSF Standard 60 Certified	Maximum Use Level: 80 mg/L		
AWWA Standard	AWWA B300-10		
USDA Authorized Uses	3D, B1, D2, L1, Q4		
Issue Date	December 1, 2014	Revision Date	N/A
NFPA Ratings			



List of abbreviations

LD50: Lethal Dose, 50%.
LC50: Lethal Concentration, 50%.
EC50: Effective concentration, 50%.
TWA: Time weighted average.

References

EPA: AQUIRE database
HSDB® - Hazardous Substances Data Bank
US. IARC Monographs on Occupational Exposures to Chemical Agents
IARC Monographs. Overall Evaluation of Carcinogenicity
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices
Olin Chlor Alkali Products Safety Data Sheet

Disclaimer

This information is provided without warranty. The information is believed to be correct. This information should be used to make an independent determination of the methods to safeguard workers and the environment.

JCI JONES CHEMICALS, INC.
 Product Specification
Sunny Sol® 150 (FILTERED)

		<u>SPECIFICATION</u>		
		<u>MINIMUM</u>	<u>TYPICAL</u>	<u>MAXIMUM</u>
<u>Sodium Hypochlorite</u>				
Weight Percent		12.5	14.0	15.6
<u>Excess Sodium Hydroxide</u>				
Weight Percent		0.1	0.6	2.0
Grams/Liter		1.2	7.7	25.0
<u>Available Chlorine</u>				
Weight Percent		11.9	13.3	14.8
Trade (Volume) Percent		14.2	16.1	18.5
Grams/Liter		142	161.4	185
Specific Gravity @ 68°F (20°C)		1.196	1.211	1.249
Weight of Solution @ 68°F (20°C)		10.0	10.1	10.4
<u>Inert Ingredients</u>				
Sodium Carbonate	Na ₂ CO ₃			<u>MAXIMUM</u> 0.5% wt
Sodium Chloride	NaCl			12.5% wt
<u>Metals</u>				
Arsenic	As			<u>MAXIMUM</u> <0.500 mg/L
Barium	Ba			<0.050 mg/L
Cadmium	Cd			<0.050 mg/L
Chromium	Cr			<0.050 mg/L
Cobalt	Co			<0.050 mg/L
Copper	Cu			<0.050 mg/L
Iron	Fe			<0.050 mg/L
Manganese	Mn			<0.050 mg/L
Nickel	Ni			<0.050 mg/L
Selenium	Se			<0.500 mg/L
Silver	Ag			<0.050 mg/L
Mercury	Hg			<0.005 mg/L

NOTE: Always read and follow the product label and Safety Data Sheet (SDS).

(Continued on next page)

JCI JONES CHEMICALS, INC.
Product Specification
Sunny Sol® 150 (FILTERED)

Description

This product is a water solution of sodium hypochlorite. Inert ingredients, other than water and salt, include trace metallic and inorganic salt contaminants from raw materials and natural decomposition products. This product is registered with the USEPA (EPA Registration Number: 1744-20001), has USDA approvals 3D, B1, D2, L1 and Q4, meets ANSI/AWWA Standard B300-10, meets the FDA requirements of 21 CFR 178.1010, and meets the requirements of ANSI/NSF Standard 60 (Maximum Use Level: 80 mg/L).

This specification is based on registration requirements, mathematical calculation and historical product variability. JCI Jones Chemicals, Inc. does not make any expressed or implied warranty that future production will demonstrate or continue to possess typical properties.