

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 5/27/2015
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SUBJECT: Authorization to execute a contract with JCI Jones Chemicals Inc., to provide sodium hypochlorite for Wastewater Facilities in the Public Utilities Department and ratification of past contract actions with Olin Corp.

PRIMARY CONTACT (NAME, PHONE): Cheryl Lester ,858-292-6447 MS 903	SECONDARY CONTACT (NAME, PHONE): K.C. Shankles, 619-221-8728 MS 45
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Estimated Expenditures are as follows:

Contract 1st Year :
Fiscal Year 2016
Not to Exceed \$3,239,704 (Metro = \$3,193,543; Muni = \$46,161)

Contract Option Years 1-4
Fiscal Years 2017 to 2020
Not to exceed \$14,661,220 (Metro = \$14,452,320; Muni = \$208,900)

Total not to exceed Contract: \$17,900,924 (Metro = \$17,645,863; Muni = \$255,061)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	ORIG DEPT.	Mulvey, Robert	06/03/2015
Financial Management	CFO		
Environmental Analysis	DEPUTY CHIEF	Chadwick, Scott	06/17/2015
Equal Opportunity Contracting	COO		

Comptroller		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. The Mayor, or his designee, is authorized to execute a contract with JCI Jones Chemicals Inc., to provide sodium hypochlorite in an amount not to exceed \$3,239,704 for the first contract year with four (4) one (1) year options, for a cumulative total not to exceed \$17,900,924 contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and</p> <p>2. The Chief Financial Officer is authorized to expend a cumulative amount not to exceed \$17,900,924, of which, \$17,645,863 is from the Metro Sewer Utility Fund 700001 and \$255,061 is from the Municipal Sewer Fund 700000, over the term of the contract of one (1) year and four one (1) year options for the purpose of funding the chemical sodium hypochlorite with the vendor JCI Jones Chemicals Inc., contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and</p> <p>3. Ratifying the exercise of option years two through four with Olin Chlor Alkali Products Inc., Contract Number 4600000285, and the associated expenditure of \$10,392,224 in Fiscal Years 2012 through 2015. Due to an administrative oversight in executing the contract's authorizing Resolutions R-305840 and R-306820, option years two through four had not received Council approval. The expenditure of \$10,392,224 was expended for sodium hypochlorite with certified funds made available by the Chief Financial Officer for Fiscal Year 2012 through 2015, which were on deposit with the City Treasurer.</p>				
STAFF RECOMMENDATIONS: Adopt the Resolutions.				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	Citywide			
COMMUNITY AREA(S):	Citywide			
ENVIRONMENTAL IMPACT:	This activity is not a "project" and is therefore not subject to CEQA pursuant to the State Guidelines Section 15060(c)(3).			
CITY CLERK INSTRUCTIONS:	Please send a copy of the final Resolution to Jennifer Wolverton, MS 901A.			

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 5/27/2015

ORIGINATING DEPARTMENT: Public Utilities

SUBJECT: Authorization to execute a contract with JCI Jones Chemicals Inc., to provide sodium hypochlorite for Wastewater Facilities in the Public Utilities Department and ratification of past contract actions with Olin Corp.

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Cheryl Lester /858-292-6447 MS 903

DESCRIPTIVE SUMMARY OF ITEM:

Authorization to execute a contract with JCI Jones Chemicals Inc., to provide sodium hypochlorite for Wastewater Facilities in the Public Utilities Department. Ratifying the exercise of option years two through four with Olin Chlor Alkali Products Inc.

STAFF RECOMMENDATION:

Adopt the Resolutions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Sodium Hypochlorite (bleach) is a chemical used to disinfect wastewater and treat odors generated during the various wastewater treatment processes. The use of this chemical is required by the Regional Water Quality Control Board for disinfection of treated wastewater and by the Air Pollution Control District to treat odors at our wastewater facilities.

The Public Utilities Wastewater Treatment and Disposal Division (WWTD) completed a scientific evaluation in July 2014 of the effective use of the bleach on the treated wastewater (effluent) at the Point Loma Wastewater Treatment Plant and determined that a reduction in the volume of chemical used is appropriate at this time. More than 5 years of ocean monitoring data showed that effective disinfection of the effluent was achieved at lower concentrations. These lower concentrations of bleach in the effluent would continue to provide effective protection of human health, and would be a further benefit to the marine environment along with an estimated cost savings of \$6,500,000 annually.

WWTD also looked into the opportunity to use a higher concentrated bleach product (16% concentration) for the Point Loma Wastewater Treatment Plant which would provide savings in transportation costs due to fewer deliveries. The facility will transition to the higher concentration as the storage tanks and associated equipment are certified to handle the higher concentrated chemical.

With the reduction in the chemical volume needed, WWTD pursued the consolidation of the two existing bleach contracts (JCI Jones Chemicals Inc. (JCI Jones) and Olin Chlor Alkali Products (Olin) each serving different WWTD facilities) to achieve the best pricing. With the limited number of companies able to provide this industrial chemical, at the purity standards required and in the volume needed, only these same two companies participated in the bid process.

This action is to execute a contract with JCI Jones to furnish the City of San Diego, Public Utilities Department with sodium hypochlorite for one (1) year and with options to renew four (4) additional one-year periods for a not to exceed amount of \$17,900,924. JCI Jones had the lowest cost of the two (2) responsive and responsible bidders with \$0.59 per gallon for the bleach with a 12.5% concentration and \$0.67 per gallon for bleach with a 16% concentration. With the consolidation of the contracts through this bidding process, a 3% and 19% reduction in the 12.5 % concentration price per gallon was achieved.

JCI Jones has been a very responsible and responsive company for over 5 years serving the Metro Biosolids Center, and North City and South Bay Water Reclamation Plants. The company was flexible and accommodated our varying delivery needs. WWTD has full confidence that JCI Jones will continue to be a reliable vendor now providing bleach to all the WWTD facilities.

The Council, by Resolution R-305840, adopted May 27, 2010, approved a phase-funded contract with Olin Corporation dba Olin Chlor Alkali Products (Olin) with a contract duration of one year, with four additional one year options for the provision of sodium hypochlorite at the Point Loma Wastewater Treatment Plant for the purpose of wastewater disinfection and odor control for an amount not to exceed \$3,905,000. R-305840 required the City's Public Utilities Department (Department) to obtain Council authorization prior to exercising an option to extend the contract for each additional one year period and to authorize an increase in the per unit cost not to exceed 20%. Due to an administrative oversight, option years two through four did not receive Council approval prior to extension of the contract and increase in unit price. With this understanding, the Department is respectfully requesting retroactive approval for the expended amount of \$10,392,224 on the past Olin contract, Resolution R-305840 for the second through fourth option years.

At the time when these contracts were promulgated in approximately 2010, the procurement strategy was to split the bleach commodity in to two separate contracts to meet the needs of WWTD. The administrative oversight in continuing to use the Olin contract past the first option year is attributed to a turnover in staff, along with the complication of the commodity being split into two contracts and the respective Council resolutions applied different contract renewal terms. As time passed, staff executed both the Olin and JCI Jones contracts as if the renewal terms were identical with each contract being authorized for the full five years.

Upon the determination in 2014 that the Olin Contract did not have City Council approval past the first contract option year, the use of that contract was halted, an intermediate cooperative contract was created, and all of the chemical needs were bundled into one scope of work for a bidding process. This action is the outcome of that bidding process.

WWTD is presently utilizing a cooperative agreement that was executed on October 28, 2014 with Olin. This agreement provides a 3% reduction in the unit pricing (\$0.59 per gallon for 12% bleach) from the previous Olin contract (R-305840). We will continue to use this cooperative agreement until August 31, 2015 while we seek Council approval for the new JCI Jones contract for FY2016 – FY2020.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #1: Provide high quality public service.

Objective #4: Ensure equipment and technology are in place so that employees can achieve high quality public service.

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities.

Objective #4: Foster services that improve quality of life.

FISCAL CONSIDERATIONS:

In Fiscal Year 2012 through 2015, the amount of \$10,392,224 was expended from the approved fiscal year budget from the Metro Sewer Utility Fund 700001 for the Chlor Alkali Products Inc. contract.

The total amount not to exceed for the JCI Jones Chemicals Inc. contract is \$17,900,924 for the term of the contract of one (1) year and four one (1) year options. Funds are, or will be available in the amount of 17,645,863 from the Metro Sewer Utility Fund 700001, and \$255,061 from the Municipal Sewer Fund 700000, contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Purchases to be made on an as-required basis.

Estimated expenditures are as follows:

Contract 1st Year :

Fiscal Year 2016

Not to Exceed \$3,239,704 (Metro = \$3,193,543; Muni = \$46,161)

Contract Option Years 1-4

Fiscal Years 2017 to 2020

Not to exceed \$14,661,220 (Metro = \$14,452,320; Muni = \$208,900)

Total not to exceed Contract: \$17,900,924 (Metro = \$17,645,863; Muni = \$255,061)

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This action is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Sections 22.2701 through 22.2708) and the City's Non Discrimination in Contract Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

This item is expected to be presented to the Environment Committee on July 15, 2015.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This item is scheduled for review by the Metro Joint Power Authority (JPA) Technical Advisory Committee on June 17, 2015 and the Metro JPA Commission on July 2, 2015.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Over 2.2 million regional users of wastewater treatment system have a vested interest in the systems' safe and reliable treatment of wastewater in full compliance with all County, State and Federal regulations. This operational performance is made, in part, possible by the correct application of treatment chemicals, including sodium hypochlorite. Insufficient application of this chemical would lead to violations of various compliance regulations which could result in fines and penalties.

Mulvey, Robert

Originating Department

Chadwick, Scott

Deputy Chief/Chief Operating Officer



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

INVITATION TO BID (ITB)/CONTRACT (COVER SHEET)
ADDENDUM C

Goods: Furnish the City of San Diego with Sodium Hypochlorite in Solution for Various Wastewater Treatment Plants
Solicitation Number: 10054642-15-E
Solicitation Issue Date: December 18, 2014
Bid Due Date and Time (Closing Date): 3:00 p.m. Pacific Time on January 30, 2015
Contract Term: As may be required for a one (1) year period, with four (4) one (1) year options to renew.
City Contact: Beverly Asbill-Gumbs, 619 236-5923, Basbillgumbs@sandiego.gov

Questions and Comments Due: No later than January 9, 2015 at 12:00 p.m. Pacific Time.

The City's Standard Payment Terms are Net 30 Days. Bidders may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: 3 days after receipt of order. Discounted terms offered: N/A % Days.

Duration of Offer: By submitting a bid, the bidder guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Bidder agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, bidder's offer shall automatically extend for another ninety (90) calendar days unless the bidder indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Bidder: JCI Jones Chemicals, Inc.
Street Address: 1401 Del Amo Blvd.
City: Torrance, CA 90501
Telephone No.: 310-523-1629
E-Mail: cdubose@jci chem.com

IF BIDDER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Bidder is required to sign this document and return three (3) originals and two (2) copies of their bid in sealed envelopes or cartons to the City Contact. Bidders shall also include an electronic copy of their bid. Bidder agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the bidder to the terms of this Contract.

Signature of Bidder's Authorized Representative: Tim Ross, West Coast Vice President, 1/28/15
Signature of the City of San Diego Purchasing Agent:
Approved as to Form City Attorney:



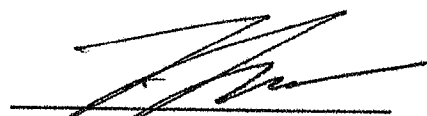
Since 1930

**JCI JONES CHEMICALS, INC.
CONSENT TO
SHAREHOLDER ACTION**

December 13, 2013

I, the undersigned shareholder, being the holder of all shares of stock of the above company now outstanding, hereby resolve as follows:

RESOLVED, that all Corporate Officers generally, **Colleen DuBose**, Sales Coordinator and **Timothy Ross**, Branch Manager for JCI's Torrance, California facility are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and others for the sale of company products.



Jeffrey W. Jones
Chief Executive Officer & President

ATTEST

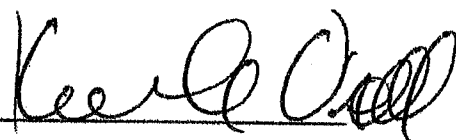


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I. INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope.

1.1 Bid Due Date. Bids must be received by the P&C reception desk prior to the Closing Date indicated on the Cover Sheet. Faxed bids will not be accepted. The City may consider a bid that was mailed before the Closing Date if the City finds that acceptance of the bid is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

1.2 Pre-Bid Conference. No pre-bid conference will be held for ITB.
1.2.1 Reserved.

1.2.2 Reserved.

1.3 Site Inspection. No site inspection will be held for ITB.

1.3.1 Reserved.

1.3.2 Reserved.

1.4 Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than the date specified on the Cover Sheet. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon bidders to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. Submission of Information and Forms. Bidders shall submit the following completed forms and provide the following information with their bids:

- 2.1 The completed and executed Cover Sheet
- 2.2 Exceptions requested by bidder, if any. If a bidder requests an exception, or exceptions, to the Specifications or the City's Contract, including the City's General Contract Terms and Provisions, the bidder must present written factual or legal justification for the request. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.
- 2.3 The Contractor Standards Pledge of Compliance Form
- 2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions
- 2.5 Reserved
- 2.6 Reserved
- 2.7 One copy of the material safety data sheet (MSDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.
- 2.8 Reserved
- 2.9 Reserved
- 2.10 Equal Benefits Ordinance (EBO) Certification of Compliance.

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

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

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

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

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

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

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

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

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

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

9. Public Records. By signing this bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the

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

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

B. BID OPENING

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

C. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder whose bid best meets the City's requirements.

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

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

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

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

D. ANNOUNCEMENT OF AWARD

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

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

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

4. Solicitation Results. No solicitation results can be obtained until the City announces the bid or bids best meeting the City's requirements.

E. PROTESTS

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

F. SUBMITTALS REQUIRED UPON NOTICE AWARD

The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

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

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

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

4. Bond. A bond as described in Specifications.

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

II. SPECIFICATIONS

A. BID SPECIFICATIONS

The City of San Diego is seeking an ITB for Sodium Hypochlorite 12.5% in solution, shall be in accordance with American Water Works Association (AWWA) specifications B300-10, and shall meet the following specifications.

Parameter	Specifications
Sodium Hypochlorite, weight by weight, %	12.5 - 16.0
Specific gravity	-1.19
Free Alkalinity (as NaOH) by weight, %	0.2 minimum, 1.0 maximum
Appearance	Clear yellowish-green liquid
Available Chlorine, weight by weight, %	11.9 - 14.3

It is the intent of the Point Loma Wastewater Treatment Plant to increase the volume of the Sodium Hypochlorite to 16%. **Facilities listed in this contract, and those that may be added, may increase their volume of Sodium Hypochlorite from 12.5% to 16% at a future date.** The City will continue to purchase Sodium Hypochlorite 12.5% up until the date selected for transition to the 16% has been determined and will notify the Contractor in writing.

1. Purity Requirements. The Sodium Hypochlorite shall not exceed the following concentrations of impurities:

Parameter	Maximum Allowable Value
Iron, ppm	2
Copper, ppm	0.1
Nickel, ppm	0.1
Manganese, ppm	0.1
Insoluble, by weight, %	0.15
Suspended solids quality test using vacuum filtration for 1 liter, with 0.8 um filter paper, 20 mm Hg. minutes	<3

1.5 SPECIFICATIONS FOR SODIUM HYPOCHLORITE 16% BLEACH

Sodium Hypochlorite 16% bleach shall be in accordance with ANSI/American Water Works Association (AWWA) specifications B300-10, EPA Pesticide Registration, and shall meet the following specifications:

Parameter	Units	Minimum	Maximum	Reported
Sodium Hypochlorite, NaOCl	wt%	15.5	16.5	X
Actual Sodium Hypochlorite, NaOH	wt%	0.2	1.0	X
Sodium Carbonate, Na ₂ CO ₃	wt%	N/A	0.2	X
Sodium Chloride, NaCl	wt%	N/A	9.0	
Nickel, as Ni	ppm	N/A	0.050	
Manganese, as Mn	ppm	N/A	0.100	
Copper, as Cu	ppm	N/A	0.020	
Iron, as Fe	ppm	N/A	0.300	
Vacuum Filter Test	minutes	N/A	3	
Insoluble (AWWA Limit)	wt%	N/A	0.15	
Density @ 20°C	g/ml	N/A	N/A	X

Typical density @ 20°C: ~1.20 g/ml

2. Production Requirements. The City of San Diego does not guarantee any minimum or maximum usage of solution, but it is estimated that the annual usage at all facilities will be approximately 5,200,000 gallons. The quantity mentioned is an estimate only. Supplier must be able to demonstrate they can provide 5,200,000 gallons of bleach in one (1) year and can deliver daily.

B. PRODUCT DELIVERY REQUIREMENTS

The Sodium Hypochlorite 12.5 and 16% in solution will be required to be delivered FOB destination five (5) business days after receipt of order to the below City locations and any other City location, which may be added in the future. Time is of the essence in making deliveries. On time deliveries are critical to the effective operation of the City's treatment plants and pump stations.

Certified scales shall determine delivery weight of material. For all loads of Sodium Hypochlorite delivered, Contractor shall furnish certificates of weight and delivery slips. Each delivery slip shall indicate specific gravity and concentration of the product shipped.

1. Point Loma Wastewater Treatment Plant (PLWTP)
1902 Gatchell Road
San Diego, CA 92106

Point Loma Wastewater Treatment Plant has two (2) storage tanks, each having an 11,000-gallon capacity.

2. Metro Pump Station #1
3550 East Harbor Drive
San Diego, CA 92101

Pump Station #1 has one (1) storage tank with a 5,200-gallon capacity.

3. Metro Pump Station #2
4077 North Harbor Drive
San Diego, CA 92101

Pump Station #2 has one (1) storage tank with a 5,200-gallon capacity.

4. Pump Station #64
10749 Roselle Street
San Diego, CA 92101

Pump Station #64 has one (1) storage tank with a 4,000-gallon capacity.

5. Pump Station #65
12112 Sorrento Valley Road
San Diego, CA 92121

Pump Station #65 has one (1) storage tank with a 1,000-gallon capacity.

6. Peñasquitos Pump Station
10150 Scripps Poway Parkway
San Diego, CA 92131

Peñasquitos Pump Station has one (1) storage tank with a 1,000-gallon capacity.

7. Metropolitan Biosolids Center
5240 Convoy Street
San Diego, CA 92111

Metropolitan Biosolids Center has two (2) storage tanks, each having a 4,000-gallon capacity.

8. North City Water Reclamation Plant
4949 Eastgate Mall
San Diego, CA 92121

North City Water Reclamation Plant has four (4) storage tanks, each having an 8,500-gallon capacity.

9. South Bay Water Reclamation Plant (SBWRP)
2411 Dairy Mart Road
San Diego, CA 92154

South Bay Water Reclamation Plant has three (3) storage tanks, each having a 6,500-gallon capacity

Delivery shall be provided in tanker trucks to multiple delivery locations in 1,000; 4,000; or 4,000 to 5,000 gallon deliveries as specified herein.

Deliveries shall be made during PLWTP's receiving hours, Sunday through Saturday 1:00 a.m. to 10:00 p.m., including holidays. Receiving hours for the SBWRP's shall be 6:00 a.m. to 2:00 p.m. However, the City may allow changes at its discretion.

Deliveries at all other locations shall be made during plant receiving hours, 8:00 a.m. to 2:00 p.m., Monday through Friday, not including City holidays. Exceptions to this schedule should be rare; however, the City may allow changes at its discretion.

Truck tanks or cargo carrier operator shall be clean prior to being filled with Sodium Hypochlorite 12.5% in solution to prevent contamination of the product. Trucks shall be Department of Transportation (DOT) approved. Drivers shall have all necessary safety equipment and materials as required by Local, State, and Federal laws and regulations.

Contractor, trucking company, and drivers shall comply with all Local, State, and Federal laws applicable to production, transportation, and delivery of product.

The Contractor shall be responsible for setting up delivery schedules with personnel for the site prior to any deliveries.

C. EMERGENCY DELIVERY

Emergency deliveries, as determined by the City, may be required within twenty-four (24) hours after receipt of order.

D. MATERIAL SAFETY DATA SHEETS

In addition to the material safety data sheets (MSDS) requirements found in Section 1, paragraph 2.7. All Bidders must submit with their bids two (2) additional copies, for a total of three (3) copies of the material safety data sheet (MSDS) of the for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

The Contractor must also send with each shipment one (1) copy of the MSDS for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

An electronic version of the MSDS for each chemical on this contract shall be furnished to the Central Stores supervisor. Updates shall be provided as soon as they become available. Failure to comply with this requirement may be grounds for termination of contract

E. BACKORDERS

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

F. PLANT VISIT

To make an appointment to view the existing plant and delivery site contact the following:

1. Point Loma Wastewater Treatment Plant: Carlos Nunez, (619) 221-8771

2. Metropolitan Biosolids Center: _____ (858) 614-5825
3. North City Water Reclamation Plant: _____ (858) 824-6016
4. Pump Stations: _____ (619) 692-4929
5. South Bay Water Reclamation Plant: Linda Ruiz-Lopez, (619) 428-7313

G. BID SAMPLE, PLANT AND STORAGE LOCATION

Contractors shall submit a one (1) quart sample Sodium Hypochlorite 12.5% and (1) quart sample Sodium Hypochlorite 16% in solution for testing purposes to:

- Metro Wastewater Department,
 Technical Services Division
 Alvarado Laboratory
 ATTN: Brent Bowman, Senior Chemist
 5530 Kiowa Drive
 La Mesa, CA 91942

Telephone No. (619) 688-3214

Samples must be received at the Alvarado Laboratory on Bid closing day by 12:00 noon p.m.

Successful Contractor warrants that material to be furnished is one of the purity and content specified herein and that the material to be furnished is equal to the sample submitted for testing. The plant from which the material will be furnished must produce sample. Samples made in a laboratory are not acceptable. The City reserves the right to request additional samples for evaluation purposes.

Plant and Address of Storage Location for the 12.5% and 16% concentrations:

JCI Jones Chemicals, Torrance
1401 Del Amo Blvd
Torrance, CA 90501

H. MANUFACTURING PROCESS

Contractors shall disclose and explain the manufacturing process used for the product to be supplied as an attachment to this Bid submittal. Contractor shall list the major production materials used.

I. SPILLAGE

1. All discharge connections and hose ends shall be plugged, capped, blind-flanged, or contained to prevent any spillage of the Sodium Hypochlorite.

SECTION H

JCI Jones Chemicals, Inc. – Manufacturing Process

3.1.2 Manufacture of Sodium Hypochlorite (Bleach)

Bleach Made Via Bleach Machine

Sodium hypochlorite is produced at strengths from 10 to 16.59 percent by reacting chlorine with dilute sodium hydroxide (caustic soda). A bleach machine at Torrance, CA. facility produces bleach in a continuous process that is operated as needed. Virgin chlorine and 50% caustic soda are piped to the machine where they react and are diluted with water to the desired strength. The machine has electronic controls to monitor and control the process. The finished product is then sent through a filtering process to rid of any residual elements and pumped into storage.

Bleach Made Via Batch Method

Sodium hypochlorite is produced at strength of 12.5 percent by reacting chlorine with dilute sodium hydroxide (caustic soda). The dilute caustic soda is circulated through a pump system as chlorine is injected into the solution. Monitoring devices are used to verify the finished product. The finished product is pumped either to bulk storage tanks or directly into a tank truck for delivery.

Vapors generated by degassing (blowing down) returned chlorine containers and the blow-down and vacuum steps that occur during cylinder-filling operations are piped to collection tanks (surge tons) and then to vats that contain a dilute solution of sodium hydroxide. The chlorine reacts with the caustic soda to produce bleach. In addition, chlorine from the railcars can also be piped to these vats. When the reaction is complete, the solution is then pumped to bulk storage tanks or directly into a tank truck for delivery.

From storage, the bleach is pumped to containers for shipment. Transfer is through schedule 80 polyvinyl chloride pipes and by polyethylene transfer hoses. Bleach is shipped in 15- and 55-gallon drums, 220- and 330-gallon totes, as well as by DOT specification lined tank trucks. At the present time, the facility produces bleach for the next day's shipment and retains very little bleach in inventory.

All sodium hypochlorite handling equipment in use at the facility complies with recognized and generally accepted good engineering practices.

Contractor and the cargo trailer operator shall be responsible for cleanup of all spillage and contaminated matter and removal and disposal of all contaminated clean-up material in accordance with Local, State and Federal laws.

2. The Contractor shall be responsible for checking and verifying with each delivery point the type of fittings and hoses required for pumping the chemical into the storage tanks. Truck tanks or cargo carrier operators shall have the appropriate fittings and hoses for delivering the chemical into the storage tanks.
3. The Contractor and the truck tanks or cargo trailer operator shall be responsible for cleanup of all spillage and contaminated matter and removal and disposal of all contaminated clean-up material in accordance with Local, State, and Federal laws.
4. The City reserves the right to hire a private hazardous waste company, at the Contractor's expense if spillage is not cleaned up by the Contractor and the cargo trailer operator within four (4) hours of notification.
5. Spill kits shall be carried on all vehicles.

J. QUALITY ASSURANCE MEETINGS Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

K. PERFORMANCE BOND

Deleted.

L. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract is the City's Public Utilities Department, the designee specified on purchase orders issued under this Contract. The Contract Administrator will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract specifications. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

M. PRICE ADJUSTMENTS

Pricing shall remain firm for the first year of the Contract. Thereafter, price adjustments shall only be reviewed annually prior to the anniversary date of the Contract. Contractor shall submit a written request for price adjustment at least sixty (60) days prior to the anniversary date of the Contract. Price adjustments shall become effective only upon approval by the Purchasing Agent and shall remain firm for one (1) year.

All price adjustments shall be upon mutual agreement. The City shall grant price increases only as a result of requests in which cost increases to the Contractor are documented. Contractor may decrease City pricing at any time.

The request for price increase shall include as a minimum:

1. The cause for the adjustment;
2. Proposed effective date; and
3. The amount of the adjustment requested with documentation to support the requested change (e.g., appropriate Bureau of Labor Statistics, Producer Price Index, Consumer Price Index, or other applicable data).

The price of Sodium Hypochlorite may be adjusted up, or down, based on Producer Price Index (PPI). The maximum percentage increase or decrease to which the prices in effect at the end of the first contract year shall be based on PPI average for the last six months of the contract or 5%, whichever is lower., on the one year anniversary of the commencement of contract.

N. FREIGHT CARRIER

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

O. EMERGENCY ORDER

In an emergency the City requires delivery within forty-eight (48) hours. In the event the contractor is unable to deliver within this time frame the City reserves the right to purchase off-contract.

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

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

III. PRICING PAGE(S)

A. PRICING.

1. CITY'S ESTIMATED NEED.

A. POINT LOMA WASTE WATER TREATMENT PLANT 12.5%

Item No.	Est. Annual Quantity	Description	Manufacturer	Price per Delivered Gallon	Extension
1.	4,200,000 GL	Sodium Hypochlorite 12.5% in Solution for: Point Loma Wastewater Treatment Plant 1902 Gatchell Road San Diego, CA 92106	<i>JCI Jones Chemicals</i>	*\$ 0.5855 * 4,000 - 5,000 gallon deliveries required.	\$ 2,459,100.00
TOTAL A:					\$ 2,459,100.00

B. POINT LOMA WASTE WATER TREATMENT PLANT 16%

Item No.	Est Annual Qty	U/M	Description	Manufacturer	Price per Delivered Gallon	Extension
1.	2,900,000	GL	Sodium Hypochlorite 16% in Solution for: Point Loma Wastewater Treatment Plant 1902 Gatchell Road San Diego, CA 92106	JCI Jones Chemicals	*\$ 0.67 * 4,000 - 5,000 gallon deliveries required.	\$ 1,943,000.00
TOTAL B:						\$ 1,943,000.00

C. VARIOUS WASTE WATER TREATMENT PLANT LOCATIONS

Item No.	Est Annual Qty	U/M	Description	Manufacturer	Price per Delivered Gallon	Extension
1.	32,000	GL	Sodium Hypochlorite 12.5% in Solution for: Metro Pump Station #1 3550 East Harbor Drive San Diego, CA 92101	JCI Jones Chemicals	*\$ 0.5855 * 4,000 gallon deliveries required.	\$ 18,736.00

Item No.	Est. Amount Qty	U.M.	Description	Manufacturer	Price per Delivered Gallon	Extension
2.	45,000	GL	Sodium Hypochlorite 12.5% in Solution for: Metro Pump Station #2 4077 North Harbor Drive San Diego, CA 92101	JTE Jones Chemicals	*\$ 0.5855 * 4,000 gallon deliveries required.	\$ 26,347.50
3.	34,000	GL	Sodium Hypochlorite 12.5% in Solution for: Metro Pump Station #64 10749 Roselle Street San Diego, CA 92101		*\$ 0.5855 * 4,000 gallon deliveries required.	\$ 19,907.00
4.	27,000	GL	Sodium Hypochlorite 12.5% in Solution for: Metro Pump Station # 65 12112 Sorrento Valley Road San Diego, CA 92121		*\$ 0.5855 * 1,000 gallon deliveries required.	\$ 15,808.50
5.	12,000	GL	Sodium Hypochlorite 12.5% in Solution for: Penasquitos Pump Station 10150 Scripps Poway Parkway San Diego, CA 92131		*\$ 0.5855 * 1,000 gallon deliveries required.	\$ 7,026.00

Item No.	Est. Annual Qty.	U/M	Description	Manufacturer	Price per Delivered Gallon	Extension
6.	55,000	GL	Sodium Hypochlorite 12.5% in Solution for: Metropolitan Biosolids Center 5240 Convoy Street San Diego, CA 92111	JCI Jones Chemicals	*\$ 0.5855 * 4,000 gallon deliveries required.	\$ 32,202.50
7.	428,358	GL	Sodium Hypochlorite 12.5% in Solution for: North City Water Reclamation Plant 4949 Eastgate Mall San Diego, CA 92121		*\$ 0.5855 * 4,000 gallon deliveries required.	\$ 250,803.61
8.	290,000	GL	Sodium Hypochlorite 12.5% in Solution for: South Bay Water Reclamation Plant 2411 Dairy Mart Road San Diego, CA 92154		*\$ 0.5855 * 4,000 to 5,000 gallon deliveries required.	\$ 169,795.00
TOTAL C:						\$ 540,626.11

NOTE: The chemical will be used in facilities for odor control systems and in disinfection process. Quantity for optional periods is expected to remain constant.

2. Discounts. Any discount offered other than for prompt payment should be included in the net price quoted instead of being shown as a separate item.

3. Prices Submitted or Corrected. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the bid.

4. Reserved.

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

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

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

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

IV. CONTRACT

A. Contract Documents. The following documents comprise the Contract between the City and Contractor: this ITB and Cover Sheet; the successful bid; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the ITB, if any; and the City's General Contract Terms and Provisions.

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

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

- 1st This ITB and Cover Sheet
- 2nd The City's written acceptance of any exceptions to clarifications to the ITB, if any
- 3rd Specifications and any addenda thereto
- 4th Contractor's Pricing Page(s)
- 5th All sections of the ITB not identified above
- 6th City's General Contract Terms and Provisions

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Furnish Sodium Hypochlorite in Solution for Various
Wastewater Treatment Plants

B. BIDDER/PROPOSER INFORMATION:

JCI Jones Chemicals, Inc.
Legal Name
1401 Del Amo Blvd Torrance DBA CA 90501
Street Address City State Zip
TIM ROSS, West Coast V.P. 310-523-1629 310-523-2944
Contact Person, Title Phone Fax

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No

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

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date Incorporated: 1/1/1930 State of Incorporation: New York
 List corporation's current officers: President: Jeffrey W. Jones
 Vice Pres: Ryan Jones
 Secretary: James M. Hartman
 Treasurer: John A. Wolfel

Is your firm a publicly traded corporation?

Yes

No

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

Limited Liability Company Date formed: N/A / / State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ___/___/___ N/A State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: N/A / /

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

Joint Venture Date formed: No/N/A / /

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

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

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

2. In the past five (5) years, has your firm been denied bonding?

Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

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

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

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

Name of Bank: Fifth Third Bank

Point of Contact: Business Customer Service Center

Address: 38 Fountain Square

Phone Number: 513-534-8343

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

If Yes, use Pledge of Compliance Attachment "A" to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

Company Name: Los Angeles Dept. of Water & Power

Contact Name and Phone Number: Dale Kawada 818-771-6060

Contact Email: dale.kawada@water.ladwp.com

Address: 13101 Sepulveda Blvd., Sylmar, CA 91342

Contract Date: 2012, 2013

Contract Amount: \$532,000⁰⁰

Requirements of Contract: Supply & deliver Sodium Hypochlorite

Company Name: West Basin Municipal Water District

Contact Name and Phone Number: Christiana Daisy 310-660-6233

Contact Email: christianad@westbasin.org

Address: 17140 S. Avalon Blvd, Suite 210, Carson, CA 90746

Contract Date: 2011, 12, 13, 14, 15

Contract Amount: \$1.6 million

Requirements of Contract: Supply & deliver Sodium Hypochlorite

Company Name: City of Long Beach
 Contact Name and Phone Number: Doug McKee 562-570-2464
 Contact Email: doug.mckee@lbwater.org
 Address: 333. W. Ocean Blvd, Plaza Level, Long Beach CA 90802
 Contract Date: 2010 - 2015
 Contract Amount: \$298,000⁰⁰
 Requirements of Contract: Furnish & Deliver Sodium Hypochlorite, Sodium Hydroxide & Chlorine Tons

G. COMPLIANCE:

- In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No
 If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.
- In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No
 If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes No
 If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.
- In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No
 If Yes, use Pledge of Compliance Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.
- In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes No
 If Yes, use Pledge of Compliance Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

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

J. STATEMENT OF SUBCONTRACTORS:

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

Company Name: NONE

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: TRACTOR - TRAILERS / BULK

Owned Rented Other (explain below)

If Owned, Quantity Available: 11 - 5,000 Gallon FRP BULK TRAILERS

Year, Make & Model: 2009 - 2013

Explanation: USED TO TRANSPORT AND UNLOAD BLEACH

Equipment Description: TRACTORS = T800 KENWORTH

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: KENWORTH, 2010, T800, TRACTOR

Explanation: 11 UNITS / TRACTORS

Equipment Description: FRP BULK TRAILERS - TANKCON

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: 2009 to 2013 5,400 GALLON TANKCON TRAILERS

Explanation: 11 TRAILER - TANKCON

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

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated 11, 23, 13.

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

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

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

Tim Ross, West Coast V.P.

Print Name, Title

Tim Ross

Signature

1/16/15

Date

ATTACHMENT

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment.

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

II. Definitions.

Minority Business Enterprise (MBE): a certified business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, Latinos, or a combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock shall be owned by, and the business operated by, one or more members of the identified ethnic groups.

Women Business Enterprise (WBE): a certified business which is at least fifty one percent (51 %) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock shall be owned by, and the business operated by, one or more women.

Disadvantaged Business Enterprise (DBE): a certified business which is at least fifty-one (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at last fifty-one (51%) of the stock shall be owned by, and the business operated by, socially and economically disadvantaged individuals

Disabled Veteran Business Enterprise (DVBE): a certified business which is at least fifty-one percent (51%) owned and operated by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies). The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

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

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

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

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

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

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

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

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

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

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit

claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

III. Disclosure of Discrimination Complaints.

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

IV. Workforce Report and Equal Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their bid or proposal a Work Force Report for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity (EEO) Plan to the City for approval.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an Equal Employment Opportunity Plan (EEOP) has been approved by the City shall use best efforts to comply with that EEOP.

V. **Small and Local Business Program Requirements.** The City has adopted a SLBE program for goods and services contracts. SLBE program requirements for goods and services contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. The City shall apply a bid discount in the way of:

- a. Two percent (2%) discount off the bid price for SLBE or ELBE prime contractors; or
- b. Two percent (2%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection 2 below.

The discount will not apply if an award to the discounted bidder or proposer would result in a total contract cost of \$10,000 in excess of the low, non-discounted bid or proposal. In the event of a tie between a

discounted bidder or proposer and non-discounted bidder or proposer, the discounted bidder or proposer will be awarded the contract.

2. All goods or services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of twenty percent (20%). For the purposes of this Council Policy, the voluntary subcontractor requirement may be met by a provider of materials or supplies.

VI. Certification.

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

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

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB.

VII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: JCI Jones Chemicals, Inc.

Certified By Tim Ross
Name

Title West Coast Vice President

Tim Ross
Signature

Date 1/16/14



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: JCI Jones Chemicals, Inc.

ADA/DBA:

Address (Corporate Headquarters, where applicable): 1765 Ringling Blvd.

City: Sarasota County: Sarasota State: FL Zip: 34236

Telephone Number: (941) 330-1537 Fax Number: (866) 430-7330

Name of Company CEO: Jeffrey Jones

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

Address:

City: County: State: Zip:

Telephone Number: () Fax Number: ()

Type of Business: Type of License:

The Company has appointed: Susan Jones

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

Address: 1765 Ringling Blvd, Sarasota, FL 34236

Telephone Number: (941) 330-1537 Fax Number: (866) 430-7330

[] One San Diego County (or Most Local County) Work Force - Mandatory

[x] Branch Work Force * [] Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of JCI Jones Chemicals, Inc.

Sarasota, FL (County) (State)

hereby certify that information provided

herein is true and correct. This document was executed on this 16th day of January, 2015

(Authorized Signature)

TIM ROSS (Print Authorized Signature Name)

NAME OF FIRM: JCT Jones Chemicals, Inc. DATE: 1/16/2015
 OFFICE(S) or BRANCH(ES): Torrance, CA COUNTY: Los Angeles

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support		1		1		1							1	
Services														
Crafts														
Operative Workers				9										
Transportation				4		2							3	
Laborers*				1										

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

Totals Each Column	0	1	15	2	1						4	1		
--------------------	---	---	----	---	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees

24

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled: *N/A*

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: JCI Jones Chemicals, Inc. DATE: 1/16/2015
 OFFICE(S) or BRANCH(ES): Torrance, CA COUNTY: Los Angeles

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers

Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers

Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: <i>JCI Jones Chemicals, Inc.</i>	Contact Name: <i>TIM ROSS</i>
Company Address: <i>1401 Del Amo Blvd Torrance, CA 90501</i>	Contact Phone: <i>310-523-1629</i>
	Contact Email: <i>cdubose@jci.com</i>

CONTRACT INFORMATION

Contract Title: <i>Furnish Sodium Hypochlorite for Various Wastewater TP</i>	Start Date: <i>4/1/15</i>
Contract Number (if no number, state location): <i>10054642-15-E</i>	End Date: <i>5 years</i>

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Tim Ross, West Coast Vice President
 Name/Title of Signatory

Tim Ross
 Signature

1/16/15
 Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____



January 13, 2015

Contract Compliance Officer
The City of San Diego
Equal Opportunity Contracting Program
1200 Third Avenue, Suite 200
San Diego, California 92101

Re: JCI Jones Chemicals, Inc. Equal Employment Opportunity Plan Submittal

To Whom It May Concern;

Just as the City of San Diego is, JCI Jones Chemicals, Inc. (JCI) is also strongly committed to equal opportunity not only for our employees but for the cities and municipalities in which we do business as well as with our subcontractors and professional services we engage in business. JCI maintains a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which our employees are assigned to work.

Attached please find a copy of JCI's Equal Employment Opportunity Plan dated January 2, 2013. This policy is updated annually and is disseminated and reviewed with all on-site supervisors as well as each employee so that we can ensure awareness and compliance at all levels of employment within JCI. We annually review all supervisors' adherence to and performance under our EEO Policy and we maintain written documentation of these reviews.

Attached also find copies of pages 8 through 11 of the JCI 2013 Employee Handbook which highlights among other things that JCI maintains a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which JCI employees are assigned to work.

- Policy 2.02 on Non-Discrimination pg. 8
- Policy 2.03 on Sexual Harassment pg. 9 & 10
- Policy 2.04 on Non-Harassment pg. 11

A signed and initialed copy is executed by every employee at JCI in front of a supervisor who then also signs the document. That signed and initialed handbook is kept in each employee's employment file at corporate headquarters. A secondary copy is then given to each employee for them to keep and reference at any time.

In accordance with ERISA and all Federal, State, and Local Laws, JCI also posts the policy statement along with EEO posters on all company bulletin boards in all break rooms and areas that employees regularly conjugate within the work place.

JCI makes known to all subcontractors that we are an equal opportunity employer and that we do not discriminate on any basis. Currently JCI does is not under the auspices of any union, if however that

should change at any point we would immediately make known to the City of San Diego if and when any union referral process had impeded our efforts to maintain our EEO Policy.

JCI maintains a detailed record of all bid solicitations and outreach efforts to and from subcontractors. Due to the highly sensitive nature of our business JCI rarely uses only one type of subcontractor which is a common carrier for transportation. These common carriers must comply with a myriad of government regulations allowing them to transport HAZMAT products. JCI does not use common carrier subcontractors with any specific regularity and it is highly unlikely that any subcontractor common carriers will be necessary on the City of San Diego Contract. While the type of subcontractors that we use is limited, we often conduct searches to make sure that there are not new transportation companies that could be considered. JCI welcomes the steps to diversify and expand our subcontractor solicitation base, however based upon the highly skilled and necessary certifications required to become a common carrier of hazardous materials our outreach efforts are extremely limited purely based upon the nature of our business and the many requirements under DHS, DOT etc.

JCI disseminates our EEO Policy externally through various media - we have attached a small sampling of one of our diversity partner's outreach efforts on our behalf through the use of Monster.com. Monster.com ties directly into many local and national media outlets as well as having several diversity alliances in order to facilitate our ability to recruit only the best. Every ad posted always highlights that JCI is an Equal Opportunity Employer. JCI has a very low turnover rate and hiring on average is approximately 20 to 30 employees annually across the United States. Below please find a list of the diversity and inclusion partnerships that channels a pipeline of top-quality diverse candidates straight to our openings:

- AMightyRiver.com
- Bantanga Ad Network
- BlackPlanet.com
- MiGente.com
- AsianAve.com
- GLEE.com
- Hire Disability Solutions
- Consorte Media Network
- iHispano Network which also ties into 8 other Latino agencies including Telemundo
- InteractiveOne Network
- Women in technology International
- WorkplaceDiversity.com
- NAACP Executive Career Fairs
- The Retired Enlisted Association
- Military.com
- WorkplaceDiversity.com

Using such a large network such as Monster.com who, as mentioned previously reaches out not only to organizations of people of color and women, we do not track where the responses originate and therefore are unable to keep a record of those various organizations responses.

JCI maintains an applicant flow log which lists the current list of names, addresses and phone numbers of each and every walk-in applicant including people of color and women, recruitment sources, or community organizations with a description of the employment action taken. The applicant flow logs are then compiled for the annual EEOC filings. As such we are keenly aware of our progress and

effectiveness of equal opportunity practices assuring non-discriminatory hiring, promotions, demotions, layoffs, and terminations. Further to which JCI has always more than surpassed the EEOC requirements and we are always in compliance.

JCI does strongly encourage all present employees, including people of color and women employees to recruit others seeking employment when there is an opening. The majority of our best referrals have come from current employees. JCI maintains all employment selection process information with the records of the tests and other selection criteria. Additionally we develop and maintain documentation for on-the-job training opportunities for all of our employees. Along with these processes we annually take an inventory and evaluation of all employees for promotional opportunities and encourage all employees to see and prepare appropriately for such opportunities.

JCI ensures that our working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to ensure privacy between the sexes as doing so would be against the law.

Yours sincerely,

A handwritten signature in black ink, appearing to read "S. Jones". The signature is written in a cursive style with a large, sweeping initial "S" that loops back.

Susan Malloy Jones
Executive Vice President of Human Resources



EQUAL EMPLOYMENT OPPORTUNITY POLICY

January 2, 2013

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

To implement these policies, JCI will continue to:

- A. Recruit, hire, train, and promote personas in all job classifications without regard to race, color, religion, sex, national origin, citizenship status, 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 opportunity 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, religion, sex, national origin, age, marital status, citizenship status, otherwise qualified disability or veteran status.

Susan Jones 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 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.

Jeffrey W. Jones
President & C.E.O.

CORPORATE OFFICES: 1765 RINGLING BLVD. SARASOTA, FLORIDA 34236 ♦ TELEPHONE 941.330.1537 ♦ TOLL FREE 800.477.1078 ♦ FAX 941.330.9657

BRANCH LOCATIONS: WARWICK, NY CALEDONIA, NY BARBERTON, OH RIVERVIEW, MI MERRIMACK, NH CHARLOTTE, NC
JACKSONVILLE, FL BEECH GROVE, IN MILFORD, VA TACOMA, WA TORRANCE, CA

WWW.JCICHEMICALS.COM

NON-DISCRIMINATION

2.02

Our Company is committed to a policy of Equal Employment Opportunity with respect to all employees and applicants for employment. This policy prohibits discrimination based upon any federal and state legally-protected basis including, but not limited to; race, color, gender, age, disability, religion, citizenship, national origin, veteran status, marital status, arrest records, political activities and certain legal activities conducted outside of work hours.

Provisions:

1. This policy will be observed in all employment practices including the recruitment, hiring and on-the-job training of individuals.
2. Decisions regarding wage and salary administration, benefit plans, promotions, transfers, demotions and terminations will be made in accordance with this policy.
3. If you have question on the administration of this policy or a complaint regarding Equal Employment Opportunity, you should contact the *Human Resources Department at 1-800-477-1078*.

If you are not satisfied with the resolution, you may file for arbitration.

SEXUAL HARASSMENT

2.03

It is the policy of JCI that employees are provided a work environment free from all forms of discrimination, including sexual discrimination. Harassment may also be unlawful under state and federal anti-discrimination laws. Sexual harassment refers to sexually oriented behavior that is not wanted, that is personally offensive and interferes with our work effectiveness. Sexually oriented acts or sex-based conduct have no legitimate business purposes. All employees must refrain from sexual harassment of other employees, customers, and other business visitors.

Provisions:

1. **DEFINITION** – Sexual harassment can be verbal, physical, or visual. It includes, but is not limited to: unwelcome sexual advances; requests for sexual favors and/or other verbal or physical conduct of a sexual nature where submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or certain and intimidating or hostile environment. Specific examples of sexual harassment include, but are not limited to: offensive jokes or graphics, excessive flirtation, vulgar remarks, inappropriate remarks about someone's dress or body, and unwanted touching. No one in the Company regardless of position or rank has the right or authority to subject any other employee to unwanted harassment on any prohibited basis; or to condition anyone's employment on submission to such conduct.
2. **REPORTING A CLAIM** – Employees who believe they have been the subject of sexual harassment should report the alleged charge immediately to their supervisor or to the **Human Resources Department at 1-800-477-1078**. The Company will promptly and thoroughly investigate all complaints.
3. **CORRECTIVE ACTION** – If a harassment complaint is found to be valid, immediate and appropriate corrective action will be taken. The employee who has violated this policy will be subject to discipline up to and including dismissal. This determination will be based on all the facts of the case.
4. **CONFIDENTIALITY AND RETALIATION** – It is the intention of JCI that any reporting employee or employee participating in the investigation of a sexual harassment complaint will not be retaliated against in any way. Your complaint will be investigated promptly and confidentially. You will not be retaliated against for filing a complaint.

5. ARBITRATION – Please refer to JCI’s Arbitration Policy at the back of this handbook that will be utilized for issues of Sexual Harassment and other forms of Harassment.

NON-HARASSMENT

2.04

JCI is committed to maintaining a work environment free from all forms of harassment, where the individual dignity of each employee is respected. Although sexual harassment is the most well known type of harassment, harassment based on race, color, religion, national origin, age, disability or any legally protected status is also prohibited. Employees who engage in such conduct are subject to disciplinary action and legal liability. All employees, as well as non-employees conducting business in our work place, are covered by this policy.

Provisions:

1. **DEFINITION** – The creation of an intimidating or hostile working environment based on one or more of the above categories constitute harassment. Specific types of harassment include but are not limited to :
 - *Physical Harassment* – refers to pushing, hitting or other offensive behavior of a physical nature.
 - *Verbal Abuse* – refers to derogatory or degrading verbal comments regarding or made because of an individual's membership in one of the categories listed above.
 - *Written Harassment* – refers to derogatory or degrading written comments regarding, or made because of an individual's membership in one of the categories listed above.Harassment whether it is sexual, physical, verbal or written in nature is a form of employee misconduct, which undermines the integrity of the employment relationship within our organization.
2. **REPORTING A CLAIM** - Employees who believe they have been the subject of harassment should report their charge immediately to the ***Human Resources Department at 1-800-477-1078***. The Company will promptly and thoroughly investigate all complaints.
3. **CORRECTIVE ACTION** – If a harassment complaint is found to be valid, immediate and appropriate corrective action will be taken. The employee who has violated this policy will be subject to discipline up to and including dismissal. This determination will be based on all the facts of the case.
4. **CONFIDENTIALITY AND RETALIATION** – It is the intention of JCI that any reporting employee or employee participating in the investigation of a sexual harassment complaint will not be retaliated against in any way. Your complaint will be investigated promptly and confidentially. You will not be retaliated against for filing a complaint.
5. **ARBITRATION** – Please refer to JCI's Arbitration Policy at the back of this handbook that will be utilized for issues of Sexual Harassment and other forms of Harassment.



SAFETY DATA SHEET

Items A+C - 12.5%

1. Identification

Product identifier Sunny Sol® 100 Plus

Other means of identification

SDS number 1230001

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	10.0 – 12.5
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 (CO₂).

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
Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.
Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

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.

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/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m3

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

Eye/face 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 (Lepomis macrochirus)	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

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.

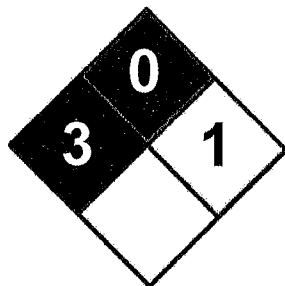
International Inventories

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	1744-20002		
ANSI/NSF Standard 60 Certified	Maximum Use Level: 100 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.

SAFETY DATA SHEET



Item B - Point Loma WWTP 16%

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 (CO₂).

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
Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.
Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

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.

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/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m3

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

Eye/face 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 (Lepomis macrochirus) 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

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

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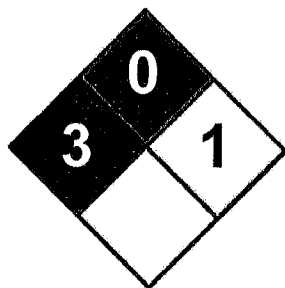
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New Zealand	New Zealand Inventory	Yes
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United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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NFPA Ratings			



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DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: June 12, 2015
SUBJECT: Authorization to Execute a Contract with JCI Jones Chemicals, Inc. to provide Sodium Hypochlorite for Wastewater Facilities in the Public Utilities Department Ratification of Past Contract Actions with Olin Corp.	

GENERAL CONTRACT INFORMATION

Recommended Contractor: JCI Jones Chemicals, Inc. (Not certified, M Cauc)

Amount of this Action: \$ **3,193,543.00 (FY16)**
 \$ 14,661,220.00 (FY17-FY20)

Total Contract Amount: \$ 17,900,924.00 (Not-To-Exceed)

Funding Source: City of San Diego

Goals: 20% Voluntary SLBE/ELBE

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required

JCI Jones Chemicals, Inc., submitted a Work Force Report for their Los Angeles County employees dated, January 16, 2015 indicating 24 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

- Latino in Transportation
- Female in Operative Workers and Transportation

This action is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(ITB-10054642-15-E)

RW