

# ROCKFORD BOARD OF EDUCATION INVITATION TO BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

IFB No. 18-22 Pool Chemicals

DATE: January 23, 2018

OFFERS WILL BE RECEIVED UNTIL: TUESDAY, FEBRUARY 6, 2018 AT 2:00 P.M. (CDST or CST)

RE: Invitation for Bid (IFB) No. 18-22 Pool Chemicals. The Rockford Public Schools is seeking to procure pool chemicals over the next two fiscal years for pools throughout the District.

IFB Opening: **TUESDAY, FEBRUARY 6, 2018 AT 2:00 P.M. (CST) Rockford Board of Education, 6<sup>th</sup> floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 2nd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.

Copies of the bidding documents are available from Onvia DemandStar or by download from the District's Purchasing Bids-RFPs webpage at http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx.

Refer all questions relative to the IFB, terms, conditions and specifications to the Director of Purchasing in writing (including via email at <u>PurchasingDeptStaff@rps205.com</u>) verbal inquiries will not be accepted. During the time the bid is in the <u>open solicitation</u> <u>and unawarded phase</u>, Bidders may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the IFB will be included in an Addendum issued by the District.

## Communication with District representatives in a manner other than identified herein may result in disgualification.

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

# ROCKFORD BOARD OF EDUCATION INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

#### IFB No. 18-22 Pool Chemicals

Date: January 23, 2018

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM (CDST) on Tuesday, February 6, 2018

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION School District No. 205 501 Seventh Street, 6<sup>th</sup> Fl. Rockford, Illinois 61104

#### GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all prices or bids submitted. One copy of this bid is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of the bid response (including all required forms) on a CD or flash drive in a SEALED envelope with the bid number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE bids are not acceptable and will be rejected as non-responsive. Use of the included Bid Label is recommended.

b.) Bids to be addressed as follows:

Rockford Public School District Purchasing Department 501 Seventh St., 6<sup>th</sup> Floor Rockford, IL 61104 Attn: Purchasing Department

The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications. The Board of Education reserves the right to increase or decrease quantities shown on bid.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Bids will be awarded to the lowest responsible Bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to select the bid that in its judgment is in the best interest of the District and meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Bidder's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this bid and to the performance of the Contract in the event the Bidder is awarded the bid. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this IFB and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a bid agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instructions for all Bids, Bid Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals and certifications.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or "as equal" items <u>may</u> be submitted with all supporting documents in advance of the bid due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions will be placed in an addendum to the IFB and issued by the District prior to the bid due date.

The successful Bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached list, please type on the bid sheet(s) the information that is requested. If there is insufficient room for your information on this Bid Sheet(s), please present data on a separate sheet (one item to a sheet).

Any interested party, including all Bidders, may examine the bid summary after bids have been opened and awarded by the Board of Education. Bid summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. Bid recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor's signature on this Bid Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the bid.

Please address all questions relative to any bid in writing to the Purchasing Department, Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 (via email to <u>PurchasingDeptStaff@rps205.com</u>). All request for information must be submitted at least five business days (Monday – Friday) prior to the bid due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the IFB is issued it will be issued via addendum to the bid and published on the District website and, if applicable, Demand Star. Any request for information submitted after the deadline will not receive a response. <u>Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this bid prior to the closing date, other than in writing to the Purchasing staff provided above. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.</u>

## THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED, FAILURE TO COMPLY MAY RESULT IN DISOUALIFICATION OF BID.

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

## GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS FORM:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

(Federal Employer Identification) Or Social Security Number (See Specifications for Determination)

# SEALED BID PROPOSAL

BID NO.:IFB 18-22OPENING DATE:Tuesday, February 6, 2018OPENING TIME:2:00 PM (CDST or CST)DESCRIPTION:Pool ChemicalsATTN:PURCHASING DEPT.

# DATED MATERIAL-DELIVER IMMEDIATELY

# PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

# **LATE OFFERS CANNOT AND WILL NOT BE ACCEPTED!**

# **GENERAL TERMS AND CONDITIONS**

"District" means Rockford School District No. 205, Winnebago and Boone Counties, Illinois. "IFB" means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number. "Bidder" means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders who may also be referred to as "Contractor".

**1. BID OPENING**. Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District's possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

**2. BID PREPARATION**. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, a valid email address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature. A checklist of required forms is included in the IFB and its use by the Bidder is recommended.

**3. BID ENVELOPES**. Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. Use of the Bid Label included in the IFB is recommended.

**4. ERRORS IN BIDS**. Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern and bind Bidder.

**5. RESERVED RIGHTS.** The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the IFB. The District reserves the right to waive any minor informality or defect in any IFB and bid. Unless otherwise specified, the District will award a bid or reject bids within 90 days of the date of bid opening. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidders in responding to an IFB.

**7. AWARD**. The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, over all quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event the

# **GENERAL TERMS AND CONDITIONS**

binding contract is not formed until the written contract is signed.

**8. PRICING**. The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded, the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

Option year pricing, if any, may include price increases as stated in the bid specifications.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

**10. SPECIFICATIONS**. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the IFB along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Bidder by submission of a bid is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.

**11. SAMPLES**. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, IFB number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

**12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**. Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes to the IFB may only be made by the issuance of an addendum by the District. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the offer.

**13. INDEMNIFICATION**. The Bidder agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions of the Hold Harmless Agreement included in the IFB and signed by Bidder.

**14. DEFAULT**. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District

# **GENERAL TERMS AND CONDITIONS**

shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this <u>contract</u>.

**15. INSPECTION**. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

**16. WARRANTY**. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Bidder further warrants, if installation of product or materials is included in the bid, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility.

**17. REGULATORY COMPLIANCE**. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

**18. ROYALTIES AND PATENTS**. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

**19. COMPLIANCE WITH LAWS AND REGULATIONS**. Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

## 20. TERMINATION FOR CAUSE.

a. The District may terminate this contract in whole or in part, without liability:

- if deliveries are not made at the time and in the quantities specified,
  - if the Bidder fails to perform any of the provisions of the IFB, the bid, and the resulting contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these circumstances does not cure such failure within 30 days or such period of time as the District may direct,
  - if it is determined the successful Bidder knowingly falsified information provided to the District,
  - if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
  - or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.

b. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract

# **GENERAL TERMS AND CONDITIONS**

shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

- **c.** Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
- d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

**21. TERMINATION WITHOUT CAUSE**. Unless otherwise specified in the Invitation for Bid, a contract resulting from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

**22. ASSIGNMENT**. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

**23. FORCE MAJEURE**. The obligations of the Bidder to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Bidder obligated to perform ("Force Majeure Event"). In the event that the Bidder ceases to perform its obligations under any contract formed by award of bid due to the occurrence of a Force Majeure Event, the Bidder shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Bidder's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

**24. BID CERTIFICATION**. The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

**25. MODIFICATIONS**. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

**26. ADDENDA**. If it becomes necessary to revise any part of the IFB, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Demandstar. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

**27. BINDING EFFECT**. The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

**28.** EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

## -END OF GENERAL TERMS AND CONDITIONS-

# **GENERAL TERMS AND CONDITIONS**

# SUPPLEMENTAL TERMS AND CONDITIONS

- 1. INTENT. It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
- 2. **EVALUATION CRITERIA.** Although price is a consideration in the award of bids, this award will not be based on price alone. This solicitation for bids will evaluated utilizing the following criteria, but not in any prescribed order.
  - a. Price
  - b. Adherence to these specifications
  - c. Ordering and delivery
  - d. Quality of services
  - e. Contractor past performance
  - f. Service
  - g. Review of references
  - h. Rebate program (if applicable)
  - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report, if requested)

The District reserves the right to reject any or all bids or to accept the bid or any part of bid, including substitutions, which embraces such combination of proposals as may promote its interest.

3. TAX IDENTIFICATION NUMBER. The School District is required to have on file appropriate tax identification information concerning Bidder. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

- 4. RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX. The Bidder acknowledges and understands that any bid for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2).
- 5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a bid to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a bid by the District. "Contract" shall mean an awarded bid and resulting contract.
- 6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be submitted to the Director of Purchasing in writing only (also via email: <u>PurchasingDeptStaff@rps205.com</u>). Verbal inquiry is not accepted The District decision shall be conclusive and binding for all parties involved. No advantages

# SUPPLEMENTAL TERMS AND CONDITIONS

shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

- 7. RETURN OF BID INFORMATION. The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an <u>original signature</u> exists on the bid sheets returned. <u>If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable</u>. When multiple copies are submitted one copy shall be labeled as "Original" on the face page.
- 8. USE OF PREMISES. The Bidder shall have access to the relevant District grounds and facilities for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
- 9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** It is clearly understood that all materials and/or equipment supplied by or for the Bidder shall remain the Bidder's property until such time as accepted by the District.
- 10. EQUIVALENCY AND SUBSTITUTES. The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Substitutions may be submitted with supporting documentation to the Director of Purchasing. Approval of submitted substitutes will appear in an IFB addendum prior to the bid due date. IFB specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible bidder.
- **11. STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided in performing an awarded bid and resulting contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
- **12. SCOPE OF WORK.** This bid requires that the Contractor provide all necessary services, personnel, labor materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.
- **13. PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under the Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor's performance under the Contract in accordance with the signed Hold Harmless Agreement. The Contractor's signature on the Bid Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.
- 14. INSURANCE REQUIREMENTS. All bidders shall have a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of a bid such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions. During the term of the Contract, Contractor

# SUPPLEMENTAL TERMS AND CONDITIONS

shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached Specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them. The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the prices stated on the Bid Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
**Commercial General Liability ****	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1.General Aggregate- Property	\$5,000,000
2. General Aggregate – Per project	\$3,000,000
3.General Aggregate - Products/ Completed	\$3,000,000

# SUPPLEMENTAL TERMS AND CONDITIONS

Comprehensive Auto Liability	\$5,000,000 bodily injury and property damaged combined \$150,000 per person, \$500,000 aggregate
Uninsured Motorist Coverage	
Fire Legal Liability (any one fire)	\$100,000
General Umbrella Excess Liability	\$3,000,000 - \$5,000,000*
** Business Auto Liability ****	\$1,000,000

\* Minimum \$3,000,000.00; maximum \$5,000,000.00 as prescribed in the Bid documents.

\*\* An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

\*\*\*\* Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

- **15. METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
- **16. GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.
- **17. SCHEDULE OF AWARD.** In order that Bidders may more accurately complete a bid, it is anticipated that the Board of Education will consider the award on this IFB within 60 days of the date of bid opening; the successful Bidder(s), if any, will be notified immediately thereafter.
- **18. WITHDRAWING OF BIDS.** No bid may be withdrawn by a Bidder after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).
- **19. VALIDITY OF PRICES.** All bid prices must remain valid and firm on awarded bids until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
- 20. PERIOD FOR ACCEPTANCE OF BIDS. In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s),

# SUPPLEMENTAL TERMS AND CONDITIONS

within the time specified in the solicitation.

- **21. COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
- 22. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
- 23. SIGNATURES. It is required that the Bidder's signature appears on ALL the following forms:
  - a. Second page of General Conditions and Instructions for All Bids Form
  - b. Bid-Rigging Certification
  - c. Minority and Women Owned Business Form
  - d. Certification Regarding Debarment Form
  - e. Certificate Regarding Lobbying Form
  - f. OFAC Compliance Form
  - g. Vendor Conflict of Interest Disclosure Form
  - h. Form W-9 Department of the Treasury Internal Revenue Service
  - i. Bidder's Certifications
  - j. Bid Offer Form
  - k. Other forms specified in the IFB
- 24. PAYMENT. Payment on proper invoices submitted by contractor will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after invoice approval by the District. THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT. (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
- 25. WORK CHANGES. Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
- 26. SAFETY CODES. It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
- 27. QUANTITIES. After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
- 28. BID. Bidders must return the following when submitting a sealed bid:
  - a. Second page of General Conditions and Instructions for All Bids Form
  - b. Bid-Rigging Certification
  - c. Minority and Women Owned Business Form
  - d. Certification Regarding Debarment Form

## SUPPLEMENTAL TERMS AND CONDITIONS

- e. Certificate Regarding Lobbying Form
- f. OFAC Compliance Form
- g. Vendor Conflict of Interest Disclosure Form
- h. Form W-9 Department of the Treasury Internal Revenue Service
- i. Bidder's Certification
- j. Bid Offer Form
- k. Any required literature or information
- **29. CONTRACT.** A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB and any District issued and published addenda. Bids become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain IFBs may require, in the discretion of the District, the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
- **30. TERM OF CONTRACT.** Resultant contract period shall be from the effective date of award through the termination date specified in the IFB plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

## 31. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- c. Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- d. The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- e. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## **32. EVALUATION OF OPTIONS**

- a. The District will evaluate bids by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
- b. The District may reject a bid if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the Bidder offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

# SUPPLEMENTAL TERMS AND CONDITIONS

- **33. TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.
- 34. ALTERNATE BIDS. Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Bidder may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.
- **35. PREVAILING RATE OF WAGE.** It is required on this bid that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area (if applicable) for the particular type of labor, in accordance with State of Illinois statutes and the Illinois Department of Labor. If applicable, the Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this IFB. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District's agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of this contract.

"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email. the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

**36. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES.** Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

# SUPPLEMENTAL TERMS AND CONDITIONS

**37. EMPLOYEE CONDUCT**. All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

**38. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District copies and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

## 39. RECORDS, RETENTION, AUDIT

- a. Records. The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out- of-pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.
- b. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 44b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and

# SUPPLEMENTAL TERMS AND CONDITIONS

subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.

- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.
- d. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

## QUESTIONS

During the time the bid is in the <u>open solicitation and unawarded phase</u>, Bidders may not contact any District staff to inquire about the bidding process or any of the details contained in the Bid Package other than in writing directed to the Director of Purchasing (also via email: <u>PurchasingDeptStaff@rps205.com</u>). Verbal inquiries will not be accepted. <u>Communication with District representatives in a manner other than identified herein may result in disqualification.</u>

# **ROCKFORD PUBLIC SCHOOLS REQUIRED BID FORMS CHECK LIST**

# **Bid No.: 18-22 Pool Chemicals**

Listed below are the REQUIRED forms all bidders are REQUIRED to submit with sealed bids on or before the bid due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.					
<b>Required Forms</b>	Yes	Comments			
Bid Offer Form					
Bid Rigging Certification					
Minority and Women Owned Business Concern Representation					
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion					
Certificate Regarding Lobbying					
OFAC Compliance					
Vendor Conflict of Interest Disclosure Form					
Bidder's Certification					
Certified Cleared Employee List (If Included)		Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.			
Certificate of Liability Insurance		Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.			

# Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

	•	
Performance Bond (100% of Contract)		

# **ROCKFORD PUBLIC SHOOLS** BID-RIGGING CERTIFICATION

I,	, a duly authorized agent of
(Agent)	
	, do hereby certify that neither
(Contractor)	
	nor any individual presently
(Contractor)	
affiliated with	has been barred from bidding on a
(Contractor)	
public contract as a result of a violation of either Section 33E-3	(bid-rigging) or Section 33E-4 (bid
rotating) of the Illinois Criminal Code, contained in Chapter 750	0, Article 5 of the Illinois Compiled
Statutes.	

Authorized Agent

Contractor

# **ROCKFORD PUBLIC SCHOOLS**

## MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

**Minority-Owned Business**: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

**Disabled Owned Business:** a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day- today management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit

information regarding the minority ownership of its subcontractors on request of District.

# COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation.	The offeror repre	sents that it is (	), is not (	) a mino	rity-owned business concern.
B. Representation.	The offeror repre	sents that it is (	), is not (	) a wom	en-owned business concern.
C. Representation.	The offeror repre	sents that it is (	), is not (	) a disab	led-owned business concern.
Please Check Appropriate Box/Boxes					
African American (AFRA	M)	Caucasian (CAU	JC)		□ Native American (NAAM)
□ Hispanic American (HISP)		□Asian-Pacific A	□Asian-Pacific American(ASIAP)		Asian Indian (ASIAI) American
□ Other, please identify:		U Woman Owned	(W)		□ Disabled Owned (D)

The offeror has  $\Box$ / has not  $\Box$  used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to
  handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations
  might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name		Address		
City				
Phone #	Fax #		FEIN #	
Signature of Company Official			Title	
Date				

## ILLINOIS STATE BOARD OF EDUCATION

100 North First Street Springfield, IL 62777-0001

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

## BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

## **CERTIFICATION**

The prospective lower tier participant certifies, by submission of this Certification, that:

(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;

(4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;

(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

(6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name	PR/Award Number or Project Nam		
Name of Authorized Representative	Title		
Original Signature of Authorized Representative	Date		

## **Instructions for Certification**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein. 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.

5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

## **ILLINOIS STATE BOARD OF EDUCATION**

100 North First Street Springfield, IL 62777-0001

## **CERTIFICATE REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Representative

**Original** Signature of Authorized Representative

PR/Award Number or Project Name

Title

Date

# **OFAC Compliance**

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar lost of the subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Organization Name

Bid Number

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

# **ROCKFORD PUBLIC SCHOOLS**

# VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

## **DISCLOSURE STATEMENT:**

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at http://www2.rps205.com/District/BOE/Pages/GP-200.aspx. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

## **CERTIFICATION:**

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor the Vendor.

## **VENDOR INFORMATION:**

Vendor Name:	
Vendor Address:	
Vendor Phone Number	
Vendor Email:	
Vendor FEIN:	

# **ROCKFORD PUBLIC SCHOOLS**

# VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

# **DISCLOSURE STATEMENT:**

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).				
YES, the above statement is true.				
NO, the above statement is <b>NOT</b> true.				
If you checked " <b>YES</b> " above, please provide the following information:				
List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees' or RPS Board of Education's family member(s) with whom there may be a conflict of interest:				
1				
2				
3				
Provide a brief description of the nature of the potential conflict(s) of interest:				

# SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor's knowledge:

Print the Name of the Vendor's Authorized Representative	Print the Position Title of the Vendor's Authorized Representative		
Print the Name of the Vendor's Authorized Representative	Date		

# **BIDDER'S CERTIFICATIONS**

## **NON-COLLUSION AFFIDAVIT**

The undersigned Bidder certifies that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Bidder, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

The undersigned Bidder further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

## EQUAL OPPORTUNITY

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

## SEXUAL HARRASSMENT

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

## **NO SMOKING/NO TOBACCO**

District are smoke free facilities. Bidder agrees that it and its employees will abide by the District's no smoking/no tobacco use policy (including snuff, electronic cigarettes and e-vapor products) at all times while on District grounds.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

# DRUG FREE WORKPLACE

Each Bidder, if having twenty-five employees or more, does hereby certify, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

# **BIDDER'S CERTIFICATIONS**

## **GENERAL BIDDING CERTIFICATIONS**

The undersigned further certifies that:

- 1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
- 2. The undersigned is an authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
- 3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
- 4. Bidder is the following type of business entity: \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Sole Proprietor

Bidder is qualified to conduct business in the State of Illinois and is in good standing.

- 5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
- 6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
- 7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
- 8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
- 9. The Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Name of Bidder (Please Print)

Revised 6/06

# **ROCKFORD BOARD OF EDUCATION** SCHOOL DISTRICT #205 501 7<sup>TH</sup> Street Rockford, Illinois 61104 Phone: Area Code 815-966-3098



## Fax: Area Code 815-966-3088 SUBSTITUTE IRS FORM W-9 – IMPORTANT TAX INFORMATION

IRS regulations require our School District to have on file appropriate taxpayer identification data concerning you or your firm. This information consists of either a Federal Employer Identification Number (F.E.I.N) or Social Security Number (S.S.N.) and will have their payments reported to the IRS on form #1099–Misc.

Below is the legal name and address for you or your firm as shown on our official records. Please make any necessary corrections. Space is also provided to enter the appropriate tax identification number and to indicate (by checking a box) the correct legal status. Failure to complete and return this form could result in a \$50,000 IRS penalty. In addition, we would be required to withhold 20% of payments due and remit this amount to the IRS until we receive the correct tax data.

For your convenience we request you <u>fax this form back to sender (or to Purchasing at 815-966-3088).</u> Please do this today so we can both fulfill our reporting obligations and ensure prompt payments.

Reminder: If LEGAL STATUS is "Sole Proprietorship", the Taxpayer Identification Number must be either the Social Security Number of the owner or assigned FEIN.

LEGAL STATUS: (Check One) Corporation	(use the li	ne correspondin	D# FEIN or Soc S ng to your legal statu	is line)
Limited	FEIN:			
<ul> <li>Partner(ship) (one owner)</li> <li>Religious, Charitable, Educational or Governmental Agency (circle one)</li> </ul>	FEIN:			
Sole Proprietorship (legal owner's name):	FEIN: SSN:	Owner's Social S	- Number	or
Individual	SSN:			
Other – Please identify:				
UNDER PENALTIES OF PERJURY, I CERTIFY 1 TRUE, CORRECT, AND COMPLETE. Signature:			VIDED ON THIS F	
Phone: ()	Fax: (	))		
Website & Email address: If minority/women owned business, list here:				
Vendor: Enter Name and Address Below		Vendor #:		
		School:	18-22 Pool Chemicals	<del>29</del>

## HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Bidder and the Bidder's employees. The term Board and District, for purposes of this Agreement, shall mean and include the Board of Education and Rockford School District No. 205 Winnebago and Boone Counties, Illinois. **The undersigned Bidder agrees to defend, hold harmless and indemnify** the Board of Education and every Board member, officer, agent, attorney, servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

a) Any injury to person or damage to property sustained by Bidder, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under any bid contract with the Board, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct;

b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Bidder, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under any bid contract between Bidder and the Board;

c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Bidder's performance or failure to perform under any bid contract with the Board.

Bidder at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Bidder to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding. The Board shall have the right to set off against any sums due Bidder under any bid contract with the Board the amount of any indemnity cost, expense and claim under this Agreement.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Bidder and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Bidder under any bid contract with the Board, notwithstanding that Bidder may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided to the Board under any bid contract with Bidder; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

The provisions of this Hold Harmless Agreement shall survive termination of any bid contract with the Board.

## Pool Chemicals Operations Support

The Rockford Public School District #205 opens its pools seasonally with few exceptions; the pools typically open in mid-August and close in late May or early June. Because we do have one, sometime two pools, that are open year round, we will require chemicals for the entirety of the year. We do not require delivery service as we have hazardous material certified drivers however, the vendor will need to accept our empty chemical containers. We will return them to the vendor.

Chemicals must be ready for pickup within 4 hours for the time the order is placed although, we will typically not pick up until 24 hours after the order has been placed. The estimated quantities are only (as indicated) an estimate and will not be purchased all at once; as usage of the pools is inconsistent, all chemicals will be ordered and picked up on an as needed basis. The quantities indicated within this BID are only estimates of our annual usage and the District therefor reserves the right to increase or decrease those quantities at any time. The vendor must provide an email or fax number (preferably email) where an order form may be sent as verbal orders are not conducive to judicious record keeping.

Offeror agrees to provide the following products for the Rockford Public School District. Contract term shall commence upon award through June 30, 2018 and be in affect for an additional two years beginning July 1, 2018, with three optional, one-year extensions. The prices submitted on the solicitation for the base contract year will remain firm through June 30, 2019. Bidders may request an annual price adjustment, in writing no less than 60 days prior to the renewal date. Price adjustments will be made in accordance with lesser of three percent or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items.

Item #	Estimated Quantity	Description	Unit Cost	Total Cost
1	5	Soda Ash, 58% Dense 50 Lb Bag See Product Data and SDS		
		See Product Data and SDS	\$	\$
2	350	Sodium Bisulfate, Anhydrous, Technical Grade 5 Gal Bucket		
		See Product Data and SDS	\$	\$
3	250	Sodium Hypochlorite, Solution 30 Gal Drum	φ	
		See Product Data and SDS	\$	\$
4	5	Sodium Thiosulfate, Pentahydrate 99% Crystal		
		50 Lb Bag <b>See Product Data and SDS</b>		
			\$	\$
5	5	Sodium Thiosulfate, 15 Gal Drum See Product Data and SDS		
			\$	\$
6	-	Cleatom (or owner approved equal)		
		50 Lb Bag See Product Data and SDS		
_			\$	\$
7	-	Ethylene Glycol, Industrial Grade		
		30 Gal Drum See Product Data and SDS	¢	¢
8	-	Caustic Soda Beads, Technical Grade	\$	<u>\$</u>
		50 Lb Bag See Product Data and MSDS		
			\$	\$

Grand Total

\$

#### **REFERENCES:**

Offeror to provide three references of similar type work that would qualify your firm for this project

Company Name/Address/Phone Number

Company Name/Address/Phone Number

Company Name/Address/Phone Number

BID SUBMITTED BY:

Company

Address

City, State, & Zip Code

Authorized Signature & Title

Email

Phone No.

## 1 – PRODUCT and COMPANY IDENTIFICATION

PRODUCT NAME: ...... SODA ASH, 58% DENSE CHEMICAL NAME/CLASS/SYNONYMS: .....CARBONIC ACID DISODIUM SALT; CARBONIC ACID SODIUM SALT; CASWELL NO. 752; CHRYSTOL CARBONATE; CRYSTOL CARBONATE (=SODIUM CARBONATE); DISODIUM CARBONATE; NATURAL ASH; NA-X; SNOWLITE 1; SODA ASH; SODA, CRYSTALS; SODA (=SODIUM CARBONATE); ANHYDROUS SODA; ASH; BISODIUM CARBONATE; CALCINED SODA(=SODIUM CARBONATE); SODIUM CARBONATE, ANHYDROUS; SODIUM CARBONATE, ANHYDROUS ASTM D458; SODIUM CARBONATE, ANHYDROUS GE MATERIALS D4D5; SODIUM CARBONATE, ANHYDROUS POWDER; SODIUM CARBONATE, CRUDE; SODIUM CARBONATE, GRANULAR; SOLVAY SODA; SYNTHETIC ASH; WASHING SODA (= SODIUMCARBONATE) RECOMMENDED USE: ..... CHEMICAL RAW MATERIAL; GLASS PRODUCTION: RAW MATERIAL; DETERGENT: COMPONENT; ACIDITY REGULATOR; PAPER PRODUCTION: AUXILIARY SUBSTANCE

## **DISTRIBUTOR:**

EMERGENCY PHONE: ...... (800) 424-9300 (CHEMTREC)

## 2 – HAZARDS IDENTIFICATION

GHS CLASSIFICATION:

Serious Eye Damage/Eye Irritation (2A)

GHS LABEL:



SIGNAL WORD: ..... Warning

HAZARD STATEMENTS:

H319: Causes serious eye irritation

### **PRECAUTIONARY STATEMENTS:**

P280: Wear protective gloves/protective clothing/eye protection/face protection P264: Wash exposed area thoroughly after handling.

# Safety Data Sheet

P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing P337+313: If eye irritation persists: Get medical advice/attention

### **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

**4 – FIRST-AID MEASURES** 

# SUBSTANCE/MIXTURE:<br/>CHEMICAL NAMECAS NUMBERWt/Wt%SODIUM CARBONATE497-19-8>99%

INHALATION:	Remove the victim into fresh air. Respiratory problems: Seek immediate	
	medical attention.	
EYE CONTACT:	. Rinse eyes gently with water for at least 15 minutes while holding eyelids	
	apart. Remove contact lenses, if present and easy to do - continue rinsing.	
	Seek immediate medical attention.	
SKIN CONTACT:	Remove contaminated clothing. Wash exposed area with water. If	
	symptoms persist, seek medical attention. Wash contaminated clothing	
	before reuse.	
INGESTION:	Rinse mouth with water. Immediately after ingestion: give lots of water to	
	drink. If individual is drowsy or unconscious, do not give anything by	
	mouth. Do not induce vomiting. If possible, do not leave individual	
	unattended. Seek immediate medical attention.	
NOTE TO PHYSICIANS: N.A.		

## **5 – FIRE-FIGHTING MEASURES**

EXTINGUISHING MEDIA: ...... Use an extinguishing agent suitable for the surrounding fire. UNUSUAL FIRE AND EXPLOSION HAZARDS: ..... Upon combustion: CO and CO2 are formed. Reacts on exposure to water (moisture) with (some) metals.

SPECIAL FIRE FIGHTING PROCEDURES: .....Use standard firefighting procedures and consider the hazards of other involved materials. Exercise caution when fighting any chemical fire.

## 6 – ACCIDENTAL RELEASE MEASURES

**PERSONAL PRECAUTIONS:...** Prevent dust cloud formation, e.g. by wetting. No naked flames. Wear protective equipment.

ENVIRONMENTAL PRECAUTIONS: ......Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination. MEASURES FOR CONTAINMENT AND CLEANING UP: Contain released substance, pump into suitable containers. Plug the leak, cut off the supply. Knock down/dilute dust cloud with water spray. Violent exothermic reaction with (some) acids: release of harmful gases/vapours (carbon dioxide). Carbon dioxide is heavier than air and will collect in ducts, drains and low lying areas. Prevent dust cloud formation. Scoop solid spill into closing containers. Clean contaminated surfaces with an excess of water. Wash clothing and equipment after handling.

## 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE HANDLING: ......Do not get in eyes, on skin or on clothing. Do not breathe vapors or mists. Avoid raising dust. Keep away from naked flames/heat. Keep container closed. Use only with adequate ventilation. Use good personal hygiene practices. Clean contaminated clothing.
 PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: Comply with applicable regulations. Store in tightly closed containers in cool, dry, well-ventilated

area away from heat, sources of ignition and incompatible materials.Keep out of direct sunlight. Keep containers tightly closed and upright when not in use. Protect against physical damage. Non suitable packaging material: Aluminium, zinc.

## 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

### **OCCUPATIONAL EXPOSURE LIMITS:**

COMPONENT (CAS NUMBER): Sodium Carbonate (497-19-8 ) ACGIH ......N.A. OSHA ......N.A.

APPROPRIATE ENGINEERING CONTROLS: .......Provide sufficient mechanical (general and/or local exhaust) ventilation to keep exposure to airborne contaminants below the exposure limits.

#### PERSONAL PROTECTIVE EQUIPMENT:

RESPIRATORY PROTECTION:	Dust production: dust mask with filter type P1.	
SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to conditions of use.	
	Additional protection may be necessary to prevent skin contact including	
	use of apron, face shield, boots or full body protection. A safety shower	
	should be located in the work area.	
EYE PROTECTION:	Wear appropriate protective eyeglasses or chemical safety goggles as	
	described by OSHA's eye and face protection regulations in 29 CFR	
	1910.133.	
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are close to the	
	workstation location.	

## 9 – PHYSICAL / CHEMICAL PROPERITES

 APPEARANCE/ODOR:
 Crystalline solid/ Crystalline powder / Grains / Lumps. Colourless to white. Odourless

 ODOR THRESHOLD:
 N.A.

 pH:
 11.6 ; 5.0 %

 MELTING/FREEZING POINT:
 851° C or 1563 °F

 BOILING POINT/RANGE:
 N.A.

 FLASH POINT:
 N.A.

 FLASH POINT:
 N.A.

 FLAMMABILITY:
 Non combustible

 LOWER EXPLOSIVE LIMIT:
 N.A.

 VAPOR PRESSURE:
 N.A.

 VAPOR DENSITY (AIR=1):
 N.A.

# Safety Data Sheet

## 10 – STABILITY and REACTIVITY

## 11 – TOXICOLOGICAL INFORMATION

**ROUTES OF EXPOSURE:** ....... Inhalation, ingestion, skin and/or eye contact.

## SYMPTOMS OF EXPOSURE:

SKIN CONTACT: ..... Not irritating.

**EYE CONTACT:** ...... Irritation of the eye tissue. Lacrimation.

## ACUTE TOXICITY:

#### LD/LC50 VALUES THAT ARE RELEVANT FOR CLASSIFICATION:

## ADDITIONAL TOXICOLOGICAL INFORMATION:

CARCINOGENIC CATEGORIES: ......Not classified for carcinogenicity

## **12 – ECOLOGICAL INFORMATION**

### ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE):

Acute toxicity fishes/ Lepomis macrochirus Acute toxicity invertebrates/Ceriodaphnia sp. Toxicity algae and other aquatic plants/Algae LC50 96 h Static system Fresh water 300 mg/l EC50 48 h Semi-static Fresh water 200 - 227 mg/l EC50 5 day(s) 242 mg/l

Conclusion Slightly harmful to fishes (LC50(96h) 100-1000 mg/l) Practically non-toxic to algae (EC50 >100 mg/l)

Slightly harmful to invertebrates (EC50 (48h): 100 - 1000 mg/l) pH shift Not classified as dangerous for the environment according to the criteria of Directive 67/548/EEC Not classified as dangerous for the environment according to the criteria of Regulation (EC) No 1272/2008 PERSISTENCE AND DEGRADABILITY: .....N.A. BIOACCUMULATIVE POTENTIAL:.....N.A. MOBILITY IN SOIL: ..... Low potential for adsorption in soil OTHER ADVERSE EFFECTS: Global warming potential (GWP) Not included in the list of substances which may contribute to the

greenhouse effect (Regulation (EC) No 842/2006)

Ozone-depleting potential (ODP)

Not classified as dangerous for the ozone layer (Regulation (EC) No 1005/2009)

#### 13 – DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:...... Product should be disposed in an environmentally safe manner in accordance with local, state and federal regulations.
 UNCLEANED PACKAGING:....'Empty' containers retain residue and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely emptied, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

# **14 – TRANSPORTATION INFORMATION**

UN/NA NUMBER: ...... N.A. UN PROPER SHIPPING NAME: ......NOT A DOT REGULATED MATERIAL TRANSPORT HAZARD CLASS: ......N.A. PACKAGING GROUP : ......N.A. MARINE POLLUTANT: ......N.A. REPORTABLE QUANTITY: .....N.A. SPECIAL PRECAUTIONS: ......N.A.

#### **15 – REGULATORY INFORMATION**

Contents of this MSDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings: .....N.A.

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

#### **16 – OTHER INFORMATION**

#### ABBREVIATIONS AND ACRONYMS:

ACGIH - American Conference of Governmental Industrial Hygienists CAS - Chemical Abstract Service Number DOT – U.S. Department of Transportation IDLH – Immediately dangerous to life and health N.A. – Not Available NIOSH - National Institute of Occupational Safety and Health NTP - National Toxicology Program OSHA - Occupational Safety and Health Administration PEL – Permissible exposure Limit ppm – Parts per million RCRA – Resource Conservation and Recovery Act SARA – Superfund Amendments and Reauthorization Act TLV – Threshold Limit Value TSCA – Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

**RECOMMENDED USE:**..... CLEANING COMPOUNDS, PH ADJUSTMENT. NOT APPROVED FOR USE IN FOOD OR ANIMAL FEED.

**DISTRIBUTOR:** 

# 2 – HAZARDS IDENTIFICATION

**GHS CLASSIFICATION:** 

Serious Eye Damage/Eye Irritation (1)

**GHS LABEL:** 



SIGNAL WORD: ..... Danger

HAZARD STATEMENTS:

H318: Causes serious eye damage

#### **PRECAUTIONARY STATEMENTS:**

P280: Wear protective gloves/protective clothing/eye protection/face protection
P264: Wash exposed area thoroughly after handling.
P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing P310: Immediately call a POISON CENTER/doctor/physician

# **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

SUBSTANCE/MIXTURE: SUBSTANCE. CHEMICAL NAME SODIUM BI SULFATE

**CAS NUMBER** 7681-38-1 **Wt/Wt%** >90%

#### 4 – FIRST-AID MEASURES

INHALATION:	Remove the victim into fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. If irritation or discomfort occurs, seek immediate medical attention.
EYE CONTACT:	Rinse eyes gently with water for at least 15 minutes while holding eyelids apart. Remove contact lenses, if present and easy to do - continue rinsing. If redness or irritation persists, seek immediate medical attention.
SKIN CONTACT:	Remove contaminated clothing. Wash exposed area with water. If symptoms persist, seek medical attention. Wash contaminated clothing before reuse.
INGESTION:	Rinse mouth. If individual is drowsy or unconscious, do not give anything by mouth. Do not induce vomiting. If possible, do not leave individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

# **5 – FIRE-FIGHTING MEASURES**

**EXTINGUISHING MEDIA:**...... Use an extinguishing agent suitable for the surrounding fire. **UNUSUAL FIRE AND EXPLOSION HAZARDS:**.....N.A.

SPECIAL FIRE FIGHTING PROCEDURES: .....Use standard firefighting procedures and consider the hazards of other involved materials. Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive preassure mode. Exercise caution when fighting any chemical fire.

#### 6 – ACCIDENTAL RELEASE MEASURES

**PERSONAL PRECAUTIONS:** ... Do not breathe dust. Provide adequate ventilation. Wear appropriate respirator when ventilation in inadequate. Put on appropriate personal protective equipment.

ENVIRONMENTAL PRECAUTIONS: ......Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination. MEASURES FOR CONTAINMENT AND CLEANING UP: Small spill: Vacuum or sweep up material and place in a designated, labeled waste container. Dispose of via a licensed waste disposal contractor. Large spill: Prevent entry into sewers, water courses, basements or confined areas. Vacuum or sweep up material and place in a designated, labeled waste container. Dispose of via a licensed waste disposal contractor.

#### 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE HANDLING: ......Do not get in eyes, on skin or on clothing. Do not breathe dust, vapors or mists. Keep container closed. Use only with adequate ventilation. Use good personal hygiene practices. Clean contaminated clothing.
PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: Material is hygroscopic

RECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: Material is hygroscopic and will readily absorb moisture. DO NOT store dry product where exposed to moist conditions. Keep container tightly closed.

### 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION

#### OCCUPATIONAL EXPOSURE LIMITS: .....None

APPROPRIATE ENGINEERING CONTROLS: ......If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

#### PERSONAL PROTECTIVE EQUIPMENT:

<b>RESPIRATORY PROTECTION:</b>	In dusty atmospheres (>10 mg/m3), use NIOSH-
	approved dust respirator.
SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to
	conditions of use. Additional protection may be necessary to prevent skin
	contact including use of apron, face shield, boots or full body protection. A
	safety shower should be located in the work area.
EYE PROTECTION:	Splash proof chemical goggles in compliance with
	OSHA regulations are advised; or full face shield recommended to protect
	against splash of product. Have eye-wash stations available where eye
	contact can occur.
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are
	close to the workstation location.

#### 9 - PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR: ...... Dry (Anhydrous) crystalline solid spherical shape beads. Off-white. Fresh to pungent odor.

ODOR THRESHOLD: ..... N.A. **pH:**.....< <1 [Conc. (%w/w): 5%] MELTING/FREEZING POINT: 177°C (350.6°F) BOILING POINT/RANGE: ...... N.A. FLASH POINT:.....N.A. EVAPORATION RATE: ..... N.A. FLAMMABILITY: ..... N.A. LOWER EXPLOSIVE LIMIT: .. N.A. UPPER EXPLOSIVE LIMIT: .... N.A. VAPOR PRESSURE: ...... N.A. VAPOR DENSITY (AIR=1):..... N.A. SPECIFIC GRAVITY OR RELATIVE DENSITY::...1.28 SOLUBILITY(IES): ...... Partially soluble in the following materials: cold water and hot water PARTITION COEFFICIENT: ... N.A. AUTOIGNITION TEMP: ..... N.A. DECOMPOSITION TEMP: ..... N.A.

#### 10 – STABILITY and REACTIVITY

**CONDITIONS TO AVOID:** ...... DO NOT store dry product where exposed to moist conditions. **INCOMPATIBLE MATERIALS:** .....Oxidizing materials, acids and alkalis. DO NOT MIX dry or concentrated solutions of this product with concentrated solutions of

chlorine bleach, ammonia cleansers or similar products.

HAZARDOUS DECOMPOSITION PRODUCTS:......Under normal conditions of storage and use, hazardous decomposition products should not be produced.

### **11 – TOXICOLOGICAL INFORMATION**

 ROUTES OF EXPOSURE:
 Inhalation, ingestion, skin and/or eye contact.

 SYMPTOMS OF EXPOSURE:
 SKIN CONTACT:

 SKIN CONTACT:
 Prolonged exposure may cause skin irritation.

 EYE CONTACT:
 Causes serious eye damage

 INHALATION:
 Inhalation of dust may irritate nose, throat and/or lungs

 INGESTION:
 Small amounts (tablespoonful) swallowed are not likely to cause injury; however, swallowing large amounts may irritate or burn digestive tract.

#### ADDITIONAL TOXICOLOGICAL INFORMATION: CARCINOGENIC CATEGORIES: ......No known significant effects or critical hazards

#### 12 – ECOLOGICAL INFORMATION

ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE): ..... N.A. PERSISTENCE AND DEGRADABILITY: .....N.A. BIOACCUMULATIVE POTENTIAL:.....N.A. MOBILITY IN SOIL: .....N.A. OTHER ADVERSE EFFECTS: . This product readily dissolves in water to form a weak acid solution. A 0.05 percent or greater (by weight) solution of this product will likely be acutely harmful to aquatic life.

# 13 – DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:...... Product should be disposed in an environmentally safe manner in accordance with local, state and federal regulations.
 UNCLEANED PACKAGING:....'Empty' containers retain residue and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely emptied, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references

pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

# **14 – TRANSPORTATION INFORMATION**

#### **15 – REGULATORY INFORMATION**

Contents of this SDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings: SARA 304 RQ: N.A. SARA 311/312: Immediate (acute) health hazard

#### **16 – OTHER INFORMATION**

PREVIOUS SDS REVISION DATE: ......5/27/15

#### **ABBREVIATIONS AND ACRONYMS:**

ACGIH - American Conference of Governmental Industrial Hygienists
CAS - Chemical Abstract Service Number
DOT – U.S. Department of Transportation
IDLH – Immediately dangerous to life and health
N.A. – Not Available
NIOSH - National Institute of Occupational Safety and Health
NTP - National Toxicology Program
OSHA - Occupational Safety and Health Administration
PEL – Permissible exposure Limit
ppm – Parts per million
RCRA – Resource Conservation and Recovery Act
SARA – Superfund Amendments and Reauthorization Act
TLV – Threshold Limit Value
TSCA – Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

**DISTRIBUTOR:** 

EMERGENCY PHONE: ...... (800) 424-9300 (CHEMTREC)

# 2 – HAZARDS IDENTIFICATION

#### **GHS CLASSIFICATION:**

Substance or Mixture Corrosive to Metal (1) Acute Aquatic Toxicity (3) Chronic Aquatic Toxicity (2) Skin Corrosion/Irritation (1) Target Organ Toxicity (respiratory tract irritation)- Single Exposure (3)

BLEACH SOLUTIONS AND BLEACH FIXER SOLUTIONS

#### **GHS LABEL:**



SIGNAL WORD: ..... Danger

#### HAZARD STATEMENTS:

H290: May be corrosive to metals

H314: Causes severe skin burns and eye damage

H335: May cause respiratory irritation

H400: Very toxic to aquatic life

H411: Toxic to aquatic life with long lasting effects

#### **PRECAUTIONARY STATEMENTS:**

P280: Wear protective gloves/protective clothing/eye protection/face

protection

P260: Do not breathe dust/fume/gas/mist/vapours/spray

P271: Use only outdoors or in a well-ventilated area

P264: Wash exposed area thoroughly after handling.

P234: Keep only in original packaging.

P273: Avoid release to the environment

P301+330+331: IF SWALLOWED: Rinse mouth. Do NOT induce vomiting P304+340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing P303+361+353: IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing P310: Immediately call a POISON CENTER/doctor/physician P363: Wash contaminated clothing before reuse

P390 : Absorb spillage to prevent material damage. Collect spillage

P403+233: Store in a well ventilated place. Keep container tightly closed P405: Store locked up

P406: Store in a corrosion resistant container with a resistant inner liner.

P501: Dispose of contents/container to comply with local, state and federal regulations

#### **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

#### SUBSTANCE/MIXTURE: MIXTURE CHEMICAL NAME SODIUM HYPOCHLORITE SODIUM HYDROXIDE

CAS NUMBER 7681-52-9 1310-73-2

Wt/Wt% 5-17% 0.3-5%

#### **4 – FIRST-AID MEASURES**

INHALATION:	. Remove the victim into fresh air. Respiratory problems: Seek immediate
EYE CONTACT:	medical attention. . Rinse eyes gently with water for at least 15 minutes while holding eyelids apart. Remove contact lenses, if present and easy to do - continue rinsing. Seek immediate medical attention.
SKIN CONTACT:	. Remove contaminated clothing. Wash exposed area with water for at least 15 minutes. Seek medical attention. Wash contaminated clothing before reuse.
INGESTION:	Rinse mouth. If individual is drowsy or unconscious, do not give anything by mouth. Do not induce vomiting. If vomiting occurs, the head should be kept low to prevent aspiration of liquid into the lungs. If possible, do not leave individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	. 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.

#### **5 – FIRE-FIGHTING MEASURES**

EXTINGUISHING MEDIA: ...... Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry extinguishing media that contains ammonium compounds.

UNUSUAL FIRE AND EXPLOSION HAZARDS: .....During fire, gases hazardous to health may be formed.

SPECIAL FIRE FIGHTING PROCEDURES: .....Use standard firefighting procedures and consider the hazards of other involved materials. Exercise caution when fighting any chemical fire.

### 6 – ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS: ... Wear protective equipment.

ENVIRONMENTAL PRECAUTIONS: ......Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination. MEASURES 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. Never return spills in original containers for re-use. For waste disposal, see

Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.

### 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE STORAGE, INCLUDING 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:**

COMPONENT (CAS NUMBER): Sodium hydroxide (1310-73-2)

- NIOSH ...... 2 mg/m3 Ceiling

**COMPONENT (CAS NUMBER):** Sodium hypochlorite (7681-52-9) WEEL ...... 2 mg/m3 STEL

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.

#### PERSONAL PROTECTIVE EQUIPMENT:

<b>RESPIRATORY PROTECTION:</b>	If exposure limits are exceeded, NIOSH approved
	respiratory protection should be worn. A NIOSH approved respirator for
	organic vapors is generally acceptable for concentrations up to 10 times the
	PEL. For higher concentrations, unknown concentrations and for oxygen
	deficient atmospheres, use a NIOSH approved air-supplied respirator.
	Engineering controls are the preferred means for controlling chemical
	exposures. Respiratory protection may be needed for non-routine or
	emergency situations. Respiratory protection must be provided in
	accordance with OSHA 29 CFR 1910.134.
SKIN PROTECTION:	Wear appropriate chemical resistant gloves. 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.
EYE PROTECTION:	Wear safety glasses with side shields (or goggles) and
	a face shield. Wear a full-face respirator, if needed.
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are
	close to the workstation location.

#### 9 - PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR: ..... Liquid / Pungent Odor ODOR THRESHOLD:..... 0.9 mg/m<sup>3</sup> **pH:**..... 12 - 14 (25 °C/77 °F) MELTING/FREEZING POINT: -4 °F (-20 °C) (7% solution) BOILING POINT/RANGE: ...... N.A. EVAPORATION RATE: ...... N.A. FLAMMABILITY: ..... N.A. LOWER EXPLOSIVE LIMIT: .. N.A. UPPER EXPLOSIVE LIMIT: .... N.A. **VAPOR PRESSURE:**.....12 mm Hg (20°C/68°F) VAPOR DENSITY (AIR=1):..... N.A. SPECIFIC GRAVITY OR RELATIVE DENSITY: .... N.A. **SOLUBILITY(IES):**..... Completely miscible PARTITION COEFFICIENT: ... N.A. AUTOIGNITION TEMP: ..... N.A. DECOMPOSITION TEMP: ..... N.A.

#### **10 – STABILITY and REACTIVITY**

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**

	<b>•••••</b>	
ROUTES OF EXPOSURE:	Inhalation, ingestion, skin and/or eye contact.	
SYMPTOMS OF EXPOSURE:		
SKIN CONTACT:	Causes skin burns.	
EYE CONTACT:	Causes eye burns.	
INHALATION:	Vapors and spray mist may irritate throat and respiratory system and cause coughing.	
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.	
	esophagas and possibly the algestive tract.	
ACUTE TOXICITY:	Occupational exposure to the substance or mixture may cause adverse effects.	
	CRELEVANT FOR CLASSIFICATION:	
ORAL LD50	Rat 3 - 5 g/kg	
DERMAL LD50	Rabbit $> 2 \text{ g/kg}$	
INHALATION LC50	N.A.	
ADDITIONAL TOXICOLOGICAL INFORMATION:		
CARCINOGENIC CATEGORIES:		
	<b>ES:</b>	

# **12 – ECOLOGICAL INFORMATION**

### ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE):

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

Product Species Test Results Sodium Hypochlorite Solution 5-17% (CAS Mixture) Aquatic

Crustacea	LC50	Daphnia	1 mg/l
Fish	LC50	Bluegill (Lepomis macrochirus)	0.6 mg/l, 48 hour

\* 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.

MOBILITY IN SOIL: ..... N.A.

**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

WASTE DISPOSAL:	Product should be disposed in an environmentally safe manner in
	accordance with local, state and federal regulations.

UNCLEANED PACKAGING: 'Empty' containers retain residue (liquid and/or vapor) and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely drained, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

# **14 – TRANSPORTATION INFORMATION**

# **15 – REGULATORY INFORMATION**

Contents of this SDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings:

**SECTION 311/312:** Immediate Hazard - Yes Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SECTION 302: Not regulated.

SECTION 313: 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.

TSCA STATUS: ..... Not listed.

# **16 – OTHER INFORMATION**

#### ABBREVIATIONS AND ACRONYMS:

ACGIH - American Conference of Governmental Industrial Hygienists CAS - Chemical Abstract Service Number DOT – U.S. Department of Transportation IDLH – Immediately dangerous to life and health N.A. – Not Available NIOSH - National Institute of Occupational Safety and Health NTP - National Toxicology Program OSHA - Occupational Safety and Health Administration PEL – Permissible exposure Limit ppm – Parts per million RCRA – Resource Conservation and Recovery Act SARA – Superfund Amendments and Reauthorization Act TLV – Threshold Limit Value TSCA – Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

RECOMMENDED USE: ...... INDUSTRIAL, MANUFACTURING OR LABORATORY USE

**DISTRIBUTOR:** 

EMERGENCY PHONE: ...... (800) 424-9300 (CHEMTREC)

### 2 – HAZARDS IDENTIFICATION

**GHS CLASSIFICATION:** 

Not a dangerous substance according to GHS classification criteria. No known OSHA hazards.

**GHS LABEL:** 



SIGNAL WORD: ..... None

HAZARD STATEMENTS: ...... None

PRECAUTIONARY STATEMENTS: .....None

### **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

SUBSTANCE/MIXTURE: CHEMICAL NAME SODIUM THIOSULFATE, PENTAHDRATE

**CAS NUMBER** 10102-17-7

**Wt/Wt%** 60-100%

### 4 – FIRST-AID MEASURES

**INHALATION**:..... Remove the victim into fresh air. Respiratory problems: Seek immediate medical attention.

EYE CONTACT:	. Rinse eyes gently with water for at least 15 minutes while holding eyelids
	apart. Remove contact lenses, if present and easy to do - continue rinsing. If
	irritation persists, seek immediate medical attention.
SKIN CONTACT:	. Remove contaminated clothing. Wash exposed area with water. If
	symptoms persist, seek medical attention. Wash contaminated clothing
	before reuse.
INGESTION:	. Do Not Induce Vomiting! Never give anything by mouth to an unconscious
	person. If conscious, wash out mouth with water. If possible, do not leave
	individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	. Treat symptomatically.

### **5 – FIRE-FIGHTING MEASURES**

**EXTINGUISHING MEDIA:** ...... Use an extinguishing agent suitable for the surrounding fire. **UNUSUAL FIRE AND EXPLOSION HAZARDS:** .....N.A.

SPECIAL FIRE FIGHTING PROCEDURES: .....Use standard firefighting procedures and consider the hazards of other involved materials. Wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Exercise caution when fighting any chemical fire.

### 6 – ACCIDENTAL RELEASE MEASURES

**PERSONAL PRECAUTIONS:** ... Ensure adequate ventilation, especially in confined areas. Use personal protective equipment as required.

**ENVIRONMENTAL PRECAUTIONS:** ......Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination.

MEASURES FOR CONTAINMENT AND CLEANING UP: Use personal protective equipment as required. Cover powder spill with plastic sheet or tarp to minimize spreading and keep powder dry. Take up mechanically, placing in appropriate containers for disposal. Avoid creating dust. Clean contaminated surface thoroughly.

# 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE HANDLING: ......Do not get in eyes, on skin or on clothing. Do not breathe vapors or mists. Keep away from sources of ignition - No smoking. Keep container closed. Use only with adequate ventilation. Use good personal hygiene practices. Clean contaminated clothing.

**PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES:** Comply with applicable regulations. Store in tightly closed containers in cool, dry, well-ventilated area away from heat, sources of ignition and incompatible materials. Keep containers tightly closed and upright when not in use. Protect against physical damage.

# 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION

OCCUPATIONAL EXPOSURE LIMITS: ......This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

APPROPRIATE ENGINEERING CONTROLS: .......Provide sufficient mechanical (general and/or local exhaust) ventilation to keep exposure to airborne contaminants below the exposure limits.

#### PERSONAL PROTECTIVE EQUIPMENT:

<b>RESPIRATORY PROTECTION:</b>	In case of insufficient ventilation, wear suitable
	respiratory equipment.
SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to
	conditions of use. Additional protection may be necessary to prevent skin contact including use of apron, face shield, boots or full body protection. A safety shower should be located in the work area.
EYE PROTECTION:	Wear appropriate protective eyeglasses or chemical
	safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133.
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are
	close to the workstation location.

### 9 – PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR: ..... White. Crystalline. Solid. / Odorless ODOR THRESHOLD: ..... N.A. **pH:** ..... 6.0-8.4 MELTING/FREEZING POINT: = 118 °F / 47°C BOILING POINT/RANGE:.....> 212 °F/ 100°C FLASH POINT: ..... N.A. EVAPORATION RATE: ...... N.A. FLAMMABILITY: ..... N.A. LOWER EXPLOSIVE LIMIT: .. N.A. UPPER EXPLOSIVE LIMIT: .... N.A. VAPOR PRESSURE: ...... N.A. VAPOR DENSITY (AIR=1):..... N.A. SPECIFIC GRAVITY OR RELATIVE DENSITY: .... 1.7 SOLUBILITY(IES):.....N.A. PARTITION COEFFICIENT: ... N.A. AUTOIGNITION TEMP: ..... N.A. DECOMPOSITION TEMP: ..... N.A.

# **10 – STABILITY and REACTIVITY**

**STABILITY:** This product is stable under normal storage conditions. **POSSIBILITY OF HAZARDOUS REACTIONS:** Under normal conditions of storage and use, hazardous reactions will not occur.

CONDITIONS TO AVOID: ..... N.A.

**INCOMPATIBLE MATERIALS:**.....N.A. **HAZARDOUS DECOMPOSITION PRODUCTS:**.....No hazardous decomposition products are known.

### 11 – TOXICOLOGICAL INFORMATION

**ROUTES OF EXPOSURE:** ....... Inhalation, ingestion, skin and/or eye contact.

#### SYMPTOMS OF EXPOSURE:

**SKIN CONTACT:** ...... No known significant effects or critical hazards. **EYE CONTACT:** ...... No known significant effects or critical hazards. **INHALATION:** ...... No known significant effects or critical hazards. **INGESTION:** ...... No known significant effects or critical hazards.

ACUTE TOXICITY: LD/LC50 VALUES THAT ARE RELEVANT FOR CLASSIFICATION: N.A. ADDITIONAL TOXICOLOGICAL INFORMATION: CARCINOGENIC CATEGORIES: ......N.A.

#### **12 – ECOLOGICAL INFORMATION**

ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE): ..... 100% of the mixture consists of components(s) of unknown hazards to the aquatic environment PERSISTENCE AND DEGRADABILITY: .....N.A. BIOACCUMULATIVE POTENTIAL:....N.A. MOBILITY IN SOIL: ......N.A.

OTHER ADVERSE EFFECTS: N.A.

### 13 – DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:......
 Product should be disposed in an environmentally safe manner in accordance with local, state and federal regulations.
 UNCLEANED PACKAGING:....'Empty' containers retain residue and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely emptied, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

#### **14 – TRANSPORTATION INFORMATION**

# **15 – REGULATORY INFORMATION**

Contents of this SDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings: .....N.A.

TSCA STATUS: ...... All components of this product are listed or are exempt from listing.

# **16 – OTHER INFORMATION**

#### **ABBREVIATIONS AND ACRONYMS:**

ACGIH - American Conference of Governmental Industrial Hygienists
CAS - Chemical Abstract Service Number
DOT – U.S. Department of Transportation
IDLH – Immediately dangerous to life and health
N.A. – Not Available
NIOSH - National Institute of Occupational Safety and Health
NTP - National Toxicology Program
OSHA - Occupational Safety and Health Administration
PEL – Permissible exposure Limit
ppm – Parts per million
RCRA – Resource Conservation and Recovery Act
SARA – Superfund Amendments and Reauthorization Act
TLV – Threshold Limit Value
TSCA – Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

**PRODUCT NAME:.....** CELATOM® FW-6,FW-12, FW-14, FW-18, FW-20, FW-40, FW-50, FW-60, FW-70, FW-80, SP

PRODUCT NUMBER:..... -CHEMICAL NAME/CLASS/SYNONYMS:.....DIATOMACEOUS EARTH, FLUX-CALCINED

RECOMMENDED USE: ...... FILTER AID

**DISTRIBUTOR:** 

# 2 – HAZARDS IDENTIFICATION

**GHS CLASSIFICATION:** 

Carcinogenicity (1A) Target Organ Toxicity - Repeated Exposure (1)

GHS LABEL:



SIGNAL WORD: ..... Danger

HAZARD STATEMENTS:

H350: May cause cancer by inhalation H372: Causes damage to organs (lungs) through prolonged or repeated exposure

**PRECAUTIONARY STATEMENTS:** 

P201: Obtain special instructions before use
P202: Do not handle until all safety precautions have been read and understood
P260: Do not breathe dust/fume/gas/mist/vapours/spray
P280: Wear protective gloves/protective clothing/eye protection/face protection
P308+313: IF exposed or concerned: Get medical advice/attention
P501: Dispose of contents/container to comply with local, state and federal regulations

### **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

# SUBSTANCE/MIXTURE:

# CHEMICAL NAME

**CAS NUMBERS** 

Wt/Wt%

Diatomaceous Earth, Flux-Calcined (kieselguhr) (contains 35-50% Crystalline Silica - Cristobalite)

68855-54-9 & 14464-46-1

100%

# 4 – FIRST-AID MEASURES

INHALATION:	Remove the victim into fresh air. Blow nose to evacuate dust. Seek
	immediate medical attention.
EYE CONTACT:	. Rinse eyes gently with water for at least 15 minutes while holding eyelids
	apart. Remove contact lenses, if present and easy to do - continue rinsing.
	Irritation persists, seek immediate medical attention.
SKIN CONTACT:	Remove contaminated clothing. Wash exposed area with water. If
	symptoms persist, seek medical attention. Wash contaminated clothing
	before reuse.
INGESTION:	Do Not Induce Vomiting! Never give anything by mouth to an unconscious
	person. If conscious, wash out mouth with water. Drink generous amounts
	of water to reduce bulk and drying effects. If possible, do not leave
	individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	<b>.</b> N.A.

### **5 – FIRE-FIGHTING MEASURES**

**EXTINGUISHING MEDIA:**...... The material is not combustible. Use an extinguishing agent suitable for the surrounding fire.

UNUSUAL FIRE AND EXPLOSION HAZARDS: ..... The material is not combustible. SPECIAL FIRE FIGHTING PROCEDURES: ......Use standard firefighting procedures and consider the hazards of other involved materials. Exercise caution when fighting any chemical fire.

# 6 - ACCIDENTAL RELEASE MEASURES

**PERSONAL PRECAUTIONS:** ... If dust is present, use respirator fitted with particulate filter. Protect eyes with goggles. Do not breathe dust.

ENVIRONMENTAL PRECAUTIONS: ......Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination. MEASURES FOR CONTAINMENT AND CLEANING UP: Wear protective equipment. Vacuum clean spillage or wet sweep. Avoid creating airborne dust. Place in a container for

disposal. Wash clothing and equipment after handling.

# 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE HANDLING: ......Minimize dust generation. Avoid contact with eyes. Do not breathe dust. Repair or dispose of broken bags. Observe all label precautions and warnings.

**PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES:** Comply with applicable regulations. Store in tightly closed containers in cool, dry, well-ventilated area away from heat, sources of ignition and incompatible materials. Do not store near hydrofluoric acid or concentrated caustic solutions. Keep containers tightly closed and upright when not in use. Protect against physical damage.

# 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION

#### **OCCUPATIONAL EXPOSURE LIMITS:**

Component	OSHA PEL	ACGIH TLV
Diatomaceous Earth, Flux- Calcined (kieselguhr)	5 mg/m3 respirable dust 15 mg/m3 total dust	None Established
Crystalline Silica (Cristobalite)	$\frac{1}{2} * \frac{30mg /m3}{\% SiO2 + 2}$ Total dust	0.025 mg/ m3 Respirable dust
	$\frac{1}{2} * \frac{10mg /m3}{\% SiO2 + 2}$ Respirable dust	

APPROPRIATE ENGINEERING CONTROLS: .......Provide sufficient mechanical (general and/or local exhaust) ventilation to keep exposure to airborne contaminants below the exposure limits.

#### PERSONAL PROTECTIVE EQUIPMENT:

<b>RESPIRATORY PROTECTION:</b>	Respirators fitted with filters certified to standard
	42CFR84 under series N95 should be worn when dust is present. If the dust
	concentration is less than ten (10) times the Permissible Exposure Limit
	(PEL) use a quarter or half-mask respirator with a N95 dust filter or a single
	use dust mask rated N95. If dust concentration is greater than ten (10) times
	and less than fifty (50) times the PEL, a full-face piece respirator fitted with
	replaceable N95 filters is recommended. If dust concentration is greater
	than fifty (50) and less than two hundred (200) times the PEL use a power
	air-purifying (positive pressure) respirator with a replaceable N95 filter. If
	dust concentration is greater than two hundred (200) times the PEL use a
	type C, supplied air respirator (continuous flow, positive pressure), with full
	face piece, hood or helmet.
SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to
	conditions of use. Additional protection may be necessary to prevent skin
	contact including use of apron, face shield, boots or full body protection. A
	safety shower should be located in the work area.
EYE PROTECTION:	Wear chemical safety goggles while handling this
	product. Wear additional eye protection such as a face shield when the
	possibility exists for eye contact with splashing or spraying liquid, or
	airborne material.
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are
	close to the workstation location.

# 9 - PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR: .....Light pink to white powder / Odorless ODOR THRESHOLD: ..... N.A. **pH:** ..... 10 MELTING/FREEZING POINT: > 1300°C or > 2372°F BOILING POINT/RANGE: ...... N.A. FLASH POINT: ..... N.A. EVAPORATION RATE: ...... N.A. FLAMMABILITY: ..... N.A. LOWER EXPLOSIVE LIMIT: .. N.A. UPPER EXPLOSIVE LIMIT: .... N.A. VAPOR PRESSURE: ...... N.A. VAPOR DENSITY (AIR=1):..... N.A. **SPECIFIC GRAVITY OR RELATIVE DENSITY: ....2.3** SOLUBILITY(IES):.....< PARTITION COEFFICIENT: ... N.A. AUTOIGNITION TEMP: ..... N.A. DECOMPOSITION TEMP:.....> 1300°C or > 2372°F

# 10 – STABILITY and REACTIVITY

**STABILITY:** This product is stable under normal storage conditions. **POSSIBILITY OF HAZARDOUS REACTIONS:** Material is not reactive under normal conditions of

handling unless mixed with incompatible substances below.

CONDITIONS TO AVOID: ...... N.A. INCOMPATIBLE MATERIALS: ......Hydrofluoric acid and concentrated caustic solutions may react violently with the product.

# HAZARDOUS DECOMPOSITION PRODUCTS:.....N.A.

#### **11 – TOXICOLOGICAL INFORMATION**

ROUTES OF EXPOSURE:	. Inhalation, ingestion, skin and/or eye contact.
SYMPTOMS OF EXPOSURE:	
SKIN CONTACT:	• Not absorbed by the skin, but may cause dryness if prolonged exposure.
EYE CONTACT:	• May cause irritation (tear formation and redness) if dust gets in eyes.
INHALATION:	Acute inhalation can cause dryness of the nasal passage and lung
	congestion, coughing and general throat irritation. Acute inhalation of high
	concentrations of respirable crystalline silica may cause acute silicosis.
INGESTION:	Ingestion of small quantities is not considered harmful, but may cause
	irritation of the mouth, throat and stomach.
	irritation of the mouth, throat and stomach.

### ACUTE TOXICITY:

LD/LC50 VALUES THAT ARE RELEVANT FOR CLASSIFICATION:

ORAL LD50	N.A.
DERMAL LD50	N.A.
INHALATION LC50	N.A.

#### ADDITIONAL TOXICOLOGICAL INFORMATION:

CARCINOGENIC CATEGORIES: ......Flux-calcined diatomaceous earth (Kieselguhr) is composed of amorphous and crystalline silica. Respirable crystalline silica

(cristobalite) is classified by IARC and NTP as a known human carcinogen. Crystalline silica is only known to cause cancer when inhaled in a respirable form. It is not known to cause cancer by any other route of exposure.

### **12 – ECOLOGICAL INFORMATION**

ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE): Diatomaceous earth products have shown some efficacy as a natural insecticide, but otherwise have no demonstrated toxicity in regards to aquatic or terrestrial life. PERSISTENCE AND DEGRADABILITY: .....Non-biodegradable, inert. BIOACCUMULATIVE POTENTIAL:.....Little potential for bioaccumulation MOBILITY IN SOIL: .....No mobility OTHER ADVERSE EFFECTS: . N.A.

### **13 – DISPOSAL CONSIDERATIONS**

WASTE DISPOSAL:...... Product should be disposed in an environmentally safe manner in accordance with local, state and federal regulations.
 UNCLEANED PACKAGING:....'Empty' containers retain residue and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely emptied, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

# **14 – TRANSPORTATION INFORMATION**

UN/NA NUMBER: ...... N.A. UN PROPER SHIPPING NAME: ......NOT DANGEROUS GOODS TRANSPORT HAZARD CLASS: ......N.A. PACKAGING GROUP : ......N.A. MARINE POLLUTANT: ......NO REPORTABLE QUANTITY:.....NO SPECIAL PRECAUTIONS: .....N.A.

#### **15 – REGULATORY INFORMATION**

Contents of this MSDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings: SARA TITLE III: Not listed

TSCA STATUS: ...... Diatomaceous Earth and Cristobalite appear on the EPA TSCA inventory list.

# **16 – OTHER INFORMATION**

#### **ABBREVIATIONS AND ACRONYMS:**

ACGIH - American Conference of Governmental Industrial Hygienists CAS - Chemical Abstract Service Number DOT – U.S. Department of Transportation IDLH – Immediately dangerous to life and health N.A. – Not Available NIOSH - National Institute of Occupational Safety and Health NTP - National Toxicology Program OSHA - Occupational Safety and Health Administration PEL – Permissible exposure Limit ppm – Parts per million RCRA – Resource Conservation and Recovery Act SARA – Superfund Amendments and Reauthorization Act TLV – Threshold Limit Value TSCA – Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

RECOMMENDED USE: ..... COMPONENT OF A POLYURETHANE SYSTEM

**DISTRIBUTOR:** 

EMERGENCY PHONE: ...... (800) 424-9300 (CHEMTREC)

### 2 – HAZARDS IDENTIFICATION

# **GHS CLASSIFICATION:**

Acute Toxicity Oral (4) Serious Eye Damage/Eye Irritation (2B) Target Organ Toxicity [central nervous system (CNS) and kidneys]- Single Exposure (2) Target Organ Toxicity [central nervous system (CNS), kidneys and liver] -Repeated Exposure (2)

#### GHS LABEL:



SIGNAL WORD: ..... Warning

#### HAZARD STATEMENTS:

H302: Harmful if swallowed
H320: Causes eye irritation
H371: May cause damage to organs (central nervous system (CNS), kidneys)
H373: May cause damage to organs (central nervous system (CNS), kidneys, liver) through prolonged or repeated exposure

#### **PRECAUTIONARY STATEMENTS:**

P280: Wear protective gloves/protective clothing/eye protection/face protection
P260: Do not breathe dust/fume/gas/mist/vapours/spray
P270: Do not eat, drink or smoke when using this product
P264: Wash exposed area thoroughly after handling.

P312: Call a POISON CENTER/doctor/physician, if you feel unwell P330: Rinse mouth P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing. If eye irritation persists:Get medical attention.

P405: Store locked up

P501: Dispose of contents/container to comply with local, state and federal regulations

# **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

SUBSTANCE/MIXTURE: SUBSTANCE.		
CHEMICAL NAME	CAS NUMBER	Wt/Wt%
ETHYLENE GLYCOL	107-21-1	60-100%

#### 4 – FIRST-AID MEASURES

INHALATION:	• Remove the victim into fresh air. Respiratory problems: Seek immediate medical attention.
EYE CONTACT:	• Rinse eyes gently with water for at least 15 minutes while holding eyelids apart. Remove contact lenses, if present and easy to do - continue rinsing. Symptoms persists: seek immediate medical attention.
SKIN CONTACT:	• Remove contaminated clothing. Wash exposed area with water. If symptoms persist, seek medical attention. Wash contaminated clothing before reuse.
INGESTION:	• If individual is drowsy or unconscious, do not give anything by mouth. Do not induce vomiting. If possible, do not leave individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	• Treatment with ethyl alcohol is indicated if toxic ingestion is suspected or if there is metabolic acidosis following ingestion of this product. Administer ethyl alcohol sufficient to maintain blood ethyl alcohol levels of above 100 mg/dL. 4-Methylpyrazole (Fomepizole, Antizole) is also a recognized antidote for this product.

# **5 – FIRE-FIGHTING MEASURES**

EXTINGUISHING MEDIA: ...... Use an extinguishing agent suitable for the surrounding fire. UNUSUAL FIRE AND EXPLOSION HAZARDS: .....In a fire or if heated, a pressure increase will occur and the container may burst.

SPECIAL FIRE FIGHTING PROCEDURES: .....Evacuate area of unprotected personnel. Use standard firefighting procedures and consider the hazards of other involved materials. Exercise caution when fighting any chemical fire.

### 6 – ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS: ... Wear protective equipment.

**ENVIRONMENTAL PRECAUTIONS:** .....Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination.

MEASURES FOR CONTAINMENT AND CLEANING UP: Evacuate unprotected personnel from area. Wear protective equipment. Absorb liquid with sand or other noncombustible absorbent material. Stop spill at source. Prevent from entering drains, sewers, streams or other bodies of water. Prevent from spreading. Move containers from spill area. Contaminated absorbent material may pose the same hazard as the spilled product. Take collected spill to manufacturer/competent authority. Wash clothing and equipment after handling.

#### 7 – HANDLING and STORAGE

**PRECAUTIONS FOR SAFE HANDLING:** ......Do not get in eyes, on skin or on clothing. Do not breathe vapors or mists. Keep container closed. Use only with adequate ventilation. Use good personal hygiene practices. Clean contaminated clothing.

PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: Comply with applicable regulations. Store in original container, tightly closed, in cool, dry, wellventilated area away from heat, sources of ignition and incompatible materials. Do not store above the following temperature: <40°C (<104°F). Store out of direct sunlight. Keep containers tightly closed and upright when not in use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. Store locked up. Protect against physical damage.

#### **8 – EXPOSURE CONTROLS / PERSONAL PROTECTION**

#### **OCCUPATIONAL EXPOSURE LIMITS:**

COMPONENT (CAS NUMBER): Ethylene glycol (107-21-1) ACGIH ...... 100 mg/m<sup>3</sup> 0 hours. Form: Aerosol OSHA ...... N.A.

APPROPRIATE ENGINEERING CONTROLS: ......Provide sufficient mechanical (general and/or local exhaust) ventilation to keep exposure to airborne contaminants below the exposure limits. Emissions from ventilation or work process equipment should be checked

to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

#### PERSONAL PROTECTIVE EQUIPMENT:

RESPIRATORY PROTECTION: . .....If exposure limits are exceeded, NIOSH approved respiratory protection should be worn. A NIOSH approved respirator for organic vapors is generally acceptable for concentrations up to 10 times the PEL. For higher concentrations, unknown concentrations and for oxygen deficient atmospheres, use a NIOSH approved air-supplied respirator. Engineering controls are the preferred means for controlling chemical exposures. Respiratory protection may be needed for non-routine or emergency situations. Respiratory protection must be provided in accordance with OSHA 29 CFR 1910.134.

SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to
	conditions of use. Additional protection may be necessary to prevent skin
	contact including use of apron, face shield, boots or full body protection. A
	safety shower should be located in the work area.
EYE PROTECTION:	Splash proof chemical goggles in compliance with
	OSHA regulations are advised; or full face shield recommended to protect
	against splash of product. Have eye-wash stations available where eye
	contact can occur.
ADDITIONAL MEASURES:	N.A.

### 9 – PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR:	Clear, colorless liquid/Odorless
ODOR THRESHOLD:	• N.A.
pH:	<b>.</b> 6.5 to 7.5
MELTING/FREEZING POINT	: -13°C or (8.6°F)
<b>BOILING POINT/RANGE:</b>	. 197.6°C or (387.7°F)
FLASH POINT:	Closed cup: 111.1°C (232°F) [DIN 51758 EN 22719 (Pensky-Martens
	Closed Cup)]
EVAPORATION RATE:	$\cdot < 1$ (butyl acetate = 1)
FLAMMABILITY:	• N.A.
LOWER EXPLOSIVE LIMIT: .	. 3.2%
<b>UPPER EXPLOSIVE LIMIT:</b>	<b>.</b> 15.3%
VAPOR PRESSURE:	.<0.013 kPa (<0.1 mm Hg) [room temperature]
VAPOR DENSITY (AIR=1):	• 2.2 [Air = 1]
<b>RELATIVE DENSITY:</b>	<b>.</b> 1.1
SOLUBILITY(IES):	. Miscible
<b>PARTITION COEFFICIENT:</b>	<b>.</b> -1.36
AUTOIGNITION TEMP:	<b></b> 398°C or (748.4°F)
<b>DECOMPOSITION TEMP:</b>	• N.A.
SPECIFIC GRAVITY:	• N.A. N.A.

# 10 – STABILITY and REACTIVITY

**STABILITY:** This product is stable under normal storage conditions. **POSSIBILITY OF HAZARDOUS REACTIONS:** Under normal conditions of storage and use,

hazardous reactions will not occur. CONDITIONS TO AVOID: ...... No specific data. INCOMPATIBLE MATERIALS: ......No specific data. HAZARDOUS DECOMPOSITION PRODUCTS:.....Under normal conditions of storage and use, hazardous decomposition products should not be produced.

### **11 – TOXICOLOGICAL INFORMATION**

 ROUTES OF EXPOSURE:
 Inhalation, ingestion, skin and/or eye contact.

 SYMPTOMS OF EXPOSURE:
 SKIN CONTACT:

 SKIN CONTACT:
 No known significant effects or critical hazards.

 EYE CONTACT:
 Causes eye irritation.

 INHALATION:
 No known significant effects or critical hazards.

 INGESTION:
 Harmful if swallowed. May be irritating to mouth, throat and stomach.

#### 

#### ADDITIONAL TOXICOLOGICAL INFORMATION: CARCINOGENIC CATEGORIES: ......Not listed.

### **12 – ECOLOGICAL INFORMATION**

### ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE):

Acute Fish Toxicity (ETHYLENE GLYCOL) LC50 / 96 hours Rainbow Trout - 18,500 mg/L Toxicity to Daphnia (ETHYLENE GLYCOL) LC50 /48 hours Water flea - 41,000 mg/L PERSISTENCE AND DEGRADABILITY: ......Readily biodegradable. BIOACCUMULATIVE POTENTIAL:.....Other fish - 61 days; Bioconcentration factor (BCF) - 0.60 MOBILITY IN SOIL: ......Soil/water partition coefficient (KOC): 0 to 1 OTHER ADVERSE EFFECTS: . No known significant effects or critical hazards.

# 13 – DISPOSAL CONSIDERATIONS

# **WASTE DISPOSAL:** ..... Product should be disposed in an environmentally safe manner in accordance with local, state and federal regulations.

UNCLEANED PACKAGING:....'Empty' containers retain residue (liquid and/or vapor) and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely drained, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

# 14 – TRANSPORTATION INFORMATION

UN PROPER SHIPPING NAME: ......Environmentally hazardous substance, liquid, n.o.s. (ETHYLENE GLYCOL).

PACKAGING GROUP : ..... III

MARINE POLLUTANT: ..... No

**REPORTABLE QUANTITY:.....** 5050.5 lbs / 2292.9 kg [544.23 gal / 2060.1 L] **SPECIAL PRECAUTIONS: .....** N.A.

### **15 – REGULATORY INFORMATION**

Contents of this SDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings:

**SECTION 311/312:** Immediate (acute) health hazard. Delayed (chronic) health hazard. **SECTION 313:** Listed. (Concentration 99%)

TSCA STATUS: ..... Not listed.

### **16 – OTHER INFORMATION**

#### **ABBREVIATIONS AND ACRONYMS:**

ACGIH - American Conference of Governmental Industrial Hygienists CAS - Chemical Abstract Service Number DOT – U.S. Department of Transportation IDLH – Immediately dangerous to life and health N.A. – Not Available NIOSH - National Institute of Occupational Safety and Health NTP - National Toxicology Program OSHA - Occupational Safety and Health Administration PEL – Permissible exposure Limit ppm – Parts per million RCRA – Resource Conservation and Recovery Act SARA – Superfund Amendments and Reauthorization Act TLV – Threshold Limit Value TSCA – Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

RECOMMENDED USE: ..... RAW MATERIAL

**DISTRIBUTOR:** 

EMERGENCY PHONE: ...... (800) 424-9300 (CHEMTREC)

### 2 – HAZARDS IDENTIFICATION

# **GHS CLASSIFICATION:**

Substance or Mixture Corrosive to Metal (1) Acute Aquatic Toxicity (3) Skin Corrosion/Irritation (1B) Serious Eye Damage/Eye Irritation (1)

GHS LABEL:



SIGNAL WORD: ..... Danger

HAZARD STATEMENTS:

H290: May be corrosive to metals H314: Causes severe skin burns and eye damage H318: Causes serious eye damage H402: Harmful to aquatic life

#### **PRECAUTIONARY STATEMENTS:**

P234: Keep only in original packaging.

P264: Wash exposed area thoroughly after handling.

P273: Avoid release to the environment

P280: Wear protective gloves/protective clothing/eye protection/face protection

P301+330+331: IF SWALLOWED: Rinse mouth. Do NOT induce vomiting

P303+361+353: IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower

P304+340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing

P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing P310: Immediately call a POISON CENTER/doctor/physician
P363: Wash contaminated clothing before reuse
P390: Absorb spillage to prevent material damage
P405: Store locked up
P406: Store in a corrosion resistant container with a resistant inner liner.
P501: Dispose of contents/container to comply with local, state and federal regulations

### **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

#### SUBSTANCE/MIXTURE: CHEMICAL NAME SODIUM HYDROXIDE

**CAS NUMBER** 1310-73-2

**Wt/Wt%** 100%

### 4 – FIRST-AID MEASURES

INHALATION:	Remove the victim into fresh air. Respiratory problems: Seek immediate
	medical attention.
EYE CONTACT:	Rinse eyes gently with water for at least 15 minutes while holding eyelids
	apart. Remove contact lenses, if present and easy to do - continue rinsing.
	Seek immediate medical attention.
SKIN CONTACT:	Remove contaminated clothing. Wash exposed area with water. Seek
	immediate medical attention. Chemical burns must be treated by a
	physician. Wash contaminated clothing before reuse.
INGESTION:	Do Not Induce Vomiting! Never give anything by mouth to an unconscious
	person. If conscious, wash out mouth with water. If possible, do not leave
	individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	Provide general supportive measures and treat symptomatically. Chemical
	burns: Flush with water mmediately. While flushing, remove clothes which
	do not adhere to affected area. Call an ambulance. Continue flushing during
	transport to hospital. Keep victim under observation. Symptoms may be
	delayed.
	-

# **5 – FIRE-FIGHTING MEASURES**

**EXTINGUISHING MEDIA:** ...... Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Do not use water jet as an extinguisher, as this will spread the fire.

UNUSUAL FIRE AND EXPLOSION HAZARDS: .....During fire, gases hazardous to health may be formed. SPECIAL FIRE FIGHTING PROCEDURES: .....Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Use water spray to cool unopened containers. Use standard firefighting procedures and consider the hazards of other involved materials.

### 6 – ACCIDENTAL RELEASE MEASURES

**PERSONAL PRECAUTIONS:** ... Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate

ventilation. Local authorities should be advised if significant spillages cannot be contained.

ENVIRONMENTAL PRECAUTIONS: .....Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination. Inform appropriate managerial or supervisory personnel of all environmental releases.

MEASURES 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 spillage to prevent material damage. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.

Small Spills: Wipe up with inert absorbent material. Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use.

#### 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE HANDLING: ......Do not get in eyes, on skin or on clothing. Avoid prolonged exposure. Do not breathe vapors or mists. Keep away from sources of ignition - No smoking. Keep container closed. Use only with adequate ventilation. Use good personal hygiene practices. Clean contaminated clothing.

PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: Store locked up. Store in a cool, dry place out of direct sunlight. Store in corrosive resistant container with a resistant inner liner. Keep only in the original container. Store away from incompatible materials

### **8 – EXPOSURE CONTROLS / PERSONAL PROTECTION**

# **OCCUPATIONAL EXPOSURE LIMITS:**

COMPONENT (CAS NUMBER): Sodium Hydroxide, Solid (CAS 1310-73-2) ACGIH ...... 2 mg/m3 Ceiling 

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.

#### PERSONAL PROTECTIVE EQUIPMENT:

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<b>RESPIRATORY PROTECTION:</b>	In case of insufficient ventilation, wear suitable
	respiratory equipment.
SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to
	conditions of use. Additional protection may be necessary to prevent skin contact including use of apron, face shield, boots or full body protection. A safety shower should be located in the work area.
EYE PROTECTION:	
	safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133.
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are
	close to the workstation location.

# 9 – PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR: ...... Solid ODOR THRESHOLD: ..... N.A. **pH:** ..... 12 0.05% wt/wt solution MELTING/FREEZING POINT: 613.4 °F (323 °C) BOILING POINT/RANGE:...... 2530.4 °F (1388 °C) FLASH POINT:.....N.A. EVAPORATION RATE: ..... N.A. FLAMMABILITY: ..... N.A. LOWER EXPLOSIVE LIMIT: .. N.A. UPPER EXPLOSIVE LIMIT: .... N.A. VAPOR DENSITY (AIR=1):..... N.A. SPECIFIC GRAVITY OR RELATIVE DENSITY: .... N.A. SOLUBILITY(IES):..... 1110 g/l PARTITION COEFFICIENT: ... N.A. AUTOIGNITION TEMP: ..... N.A. DECOMPOSITION TEMP: ..... N.A.

# 10 – STABILITY and REACTIVITY

**POSSIBILITY OF HAZARDOUS REACTIONS:.....**Reacts violently with strong acids. This product may react with oxidizing agents. May be corrosive to metals. / Hazardous polymerization does not occur.

**CONDITIONS TO AVOID:** ...... Do not mix with other chemicals. Contact with incompatible materials. **INCOMPATIBLE MATERIALS:** ......Acids. Strong oxidizing agents. Oxidizing agents.

Metals.

HAZARDOUS DECOMPOSITION PRODUCTS:.....No hazardous decomposition products are known.

# 11 – TOXICOLOGICAL INFORMATION

 ROUTES OF EXPOSURE:
 Inhalation, ingestion, skin and/or eye contact.

 SYMPTOMS OF EXPOSURE:
 SKIN CONTACT:

 SKIN CONTACT:
 Causes severe skin burns.

 EYE CONTACT:
 Causes serious eye damage.

 INHALATION:
 May cause irritation to the respiratory system. Prolonged inhalation may be harmful.

 INGESTION:
 Causes digestive tract burns.

#### **ACUTE TOXICITY:**

LD/LC50 VALUES THAT ARE RELEVANT FOR CLASSIFICATION:

ORAL LD50 ...... N.A. DERMAL LD50 ...... N.A. INHALATION LC50 ...... N.A.

#### ADDITIONAL TOXICOLOGICAL INFORMATION: CARCINOGENIC CATEGORIES: This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

### 12 – ECOLOGICAL INFORMATION

#### ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE):

Harmful to aquatic life.

PERSISTENCE AND DEGRADABILITY: .....N.A.

BIOACCUMULATIVE POTENTIAL:.....N.A.

MOBILITY IN SOIL: ..... N.A.

**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**

WASTE DISPOSAL: Product should be disposed in an environmentally safe manner in
accordance with local, state and federal regulations.
UNCLEANED PACKAGING:'Empty' containers retain residue and may be dangerous. DO NOT
PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR
EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR
OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND
CAUSE INJURY OR DEATH. Do not attempt to clean since residue is
difficult to remove. 'Empty' drums should be completely emptied, properly
bunged and should be disposed of in an environmentally safe manner and in
accordance with local, state and governmental regulations. For work on
tanks, please refer to Occupational Safety and Health Administration
regulations. ANSI Z49.1, and other governmental and industrial references
pertaining to cleaning, repairing, welding, or other governmental and
industrial contemplated operations.

# **14 – TRANSPORTATION INFORMATION**

UN/NA NUMBER: ...... UN1823 UN PROPER SHIPPING NAME: .....CORROSIVE SOLID, N.O.S. (SODIUM HYDROXIDE)

TRANSPORT HAZARD CLASS: ......8 PACKAGING GROUP : ....... II MARINE POLLUTANT: ...... NO REPORTABLE QUANTITY: ..... 1000 LB SPECIAL PRECAUTIONS: ...... N.A.

### **15 – REGULATORY INFORMATION**

Contents of this SDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings:

SARA 304 Emergency release notification: Not regulated.

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.

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

CERCLA Hazardous Substance List (40 CFR 302.4): Sodium Hydroxide, Solid (CAS 1310-73-2) Listed.

#### **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. Clean Water Act (CWA) Section 112(r) (40 CFR 68.130): Hazardous substance Safe Drinking Water Act (SDWA): Not regulated. Food and Drug Administration (FDA): Total food additive Direct food additive GRAS food additive

#### **16 – OTHER INFORMATION**

PREVIOUS SDS REVISION DATE: ......6/01/15

#### **ABBREVIATIONS AND ACRONYMS:**

ACGIH - American Conference of Governmental Industrial Hygienists CAS - Chemical Abstract Service Number DOT – U.S. Department of Transportation IDLH – Immediately dangerous to life and health N.A. – Not Available NIOSH - National Institute of Occupational Safety and Health NTP - National Toxicology Program OSHA - Occupational Safety and Health Administration PEL – Permissible exposure Limit ppm – Parts per million RCRA – Resource Conservation and Recovery Act SARA – Superfund Amendments and Reauthorization Act TLV – Threshold Limit Value

TSCA - Toxic Substances Control Act

**DISCLAMER:** The information contained herein is accurate to the best of our knowledge. No warranty of any kind, expressed or implied, concerning the safe use of this material in your process or in combination with other substances.

# 1 – PRODUCT and COMPANY IDENTIFICATION

**RECOMMENDED USE:**.....INDUSTRIAL, MANUFACTURING OR LABORATORY USE

**DISTRIBUTOR:** 

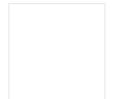
EMERGENCY PHONE: ...... (800) 424-9300 (CHEMTREC)

### 2 – HAZARDS IDENTIFICATION

#### **GHS CLASSIFICATION:**

Not a dangerous substance according to GHS classification criteria. No known OSHA hazards.

**GHS LABEL:** 



SIGNAL WORD: ..... None

HAZARD STATEMENTS: ...... None

PRECAUTIONARY STATEMENTS: .....None

### **3 – COMPOSITION / INFORMATION ON INGREDIENTS**

#### SUBSTANCE/MIXTURE: CAS NUMBER: 00772-98-7

INGREDIENT NAME	CAS NUMBER	Wt/Wt%
SODIUM THIOSULFATE	10102-17-7	30-60%
SODIUM SULFITE	7757-83-7	1.5%
SODIUM SULFATE	7757-82-6	2.0%

#### 4 – FIRST-AID MEASURES

INHALATION:	Remove the victim into fresh air. Respiratory problems: Seek immediate
	medical attention. Rinse eyes gently with water for at least 15 minutes while holding eyelids apart. Remove contact lenses, if present and easy to do - continue rinsing. If
SKIN CONTACT:	irritation persists, seek immediate medical attention. Remove contaminated clothing. Wash exposed area with water. If symptoms persist, seek medical attention. Wash contaminated clothing before reuse.
INGESTION:	Do Not Induce Vomiting! Never give anything by mouth to an unconscious person. If conscious, wash out mouth with water. If possible, do not leave individual unattended. Seek immediate medical attention.
NOTE TO PHYSICIANS:	Exposure may aggravate acute or chronic asthma, emphysema and bronchitis.

#### **5 – FIRE-FIGHTING MEASURES**

**EXTINGUISHING MEDIA:**...... Use an extinguishing agent suitable for the surrounding fire. **UNUSUAL FIRE AND EXPLOSION HAZARDS:**.....N.A.

SPECIAL FIRE FIGHTING PROCEDURES: ......Use standard firefighting procedures and consider the hazards of other involved materials. wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Exercise caution when fighting any chemical fire.

# 6 – ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS: ... Wear protective equipment.

ENVIRONMENTAL PRECAUTIONS: ......Prevent contamination of soil, drains or surface water, use appropriate containment method to avoid environmental contamination. MEASURES FOR CONTAINMENT AND CLEANING UP: Evacuate unprotected personnel from area. Wear protective equipment. Absorb liquid with sand or other noncombustible absorbent material. Stop spill at source. Prevent from entering drains, sewers, streams or other bodies of water. Prevent from spreading. Move containers from spill area. Contaminated absorbent material may pose the same hazard as the spilled product. Take collected spill to manufacturer/competent authority. Wash clothing and equipment after handling.

# 7 – HANDLING and STORAGE

PRECAUTIONS FOR SAFE HANDLING: ......Do not get in eyes, on skin or on clothing. Do not breathe vapors or mists. Keep away from sources of ignition - No smoking. Keep container closed. Use only with adequate ventilation. Use good personal hygiene practices. Clean contaminated clothing.

PRECAUTIONS FOR SAFE STORAGE, INCLUDING INCOMPATIBILITIES: Comply with applicable regulations. Store in tightly closed containers in cool, dry, well-ventilated area away from heat, sources of ignition and incompatible materials. Keep

containers tightly closed and upright when not in use. Protect against physical damage.

# 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

APPROPRIATE ENGINEERING CONTROLS: .......Provide sufficient mechanical (general and/or local exhaust) ventilation to keep exposure to airborne contaminants below the exposure limits.

#### PERSONAL PROTECTIVE EQUIPMENT:

<b>RESPIRATORY PROTECTION:</b>	In case of insufficient ventilation, wear suitable
	respiratory equipment.
SKIN PROTECTION:	Avoid skin contact. Wear gloves impervious to
	conditions of use. Additional protection may be necessary to prevent skin
	contact including use of apron, face shield, boots or full body protection. A
	safety shower should be located in the work area.
EYE PROTECTION:	
	safety goggles as described by OSHA's eye and face protection regulations
	in 29 CFR 1910.133.
ADDITIONAL MEASURES:	Ensure that eyewash stations and safety showers are
	close to the workstation location.

### 9 - PHYSICAL / CHEMICAL PROPERITES

APPEARANCE/ODOR:	Liquid
ODOR THRESHOLD:	N.A.
pH:	6.5-8.0
MELTING/FREEZING POINT:	Similar to Water
<b>BOILING POINT/RANGE:</b>	Similar to Water
FLASH POINT:	Not combustible
EVAPORATION RATE:	
FLAMMABILITY:	N.A.
LOWER EXPLOSIVE LIMIT:	N.A.
<b>UPPER EXPLOSIVE LIMIT:</b>	N.A.
VAPOR PRESSURE:	Similar to Water
VAPOR DENSITY (AIR=1):	Similar to Water
SPECIFIC GRAVITY OR RELA	
SOLUBILITY(IES):	Completely Miscible
<b>PARTITION COEFFICIENT:</b>	1 2
AUTOIGNITION TEMP:	N.A.
<b>DECOMPOSITION TEMP:</b>	

# **10 – STABILITY and REACTIVITY**

CONDITIONS TO AVOID: ...... Avoid excessive heat, or open flame.

HAZARDOUS DECOMPOSITION PRODUCTS:......May release hazardous sulfur dioxide gas.

# 11 – TOXICOLOGICAL INFORMATION

# 12 – ECOLOGICAL INFORMATION

ECOTOXICITY (AQUATIC AND TERRESTRIAL, WHERE AVAILABLE): ...... Sodium Sulfite is non-hazardous in solution and is commonly used as a waste water dechlorination agent. High concentrations will contribute to elevated chemical oxygen demand in aquatic environments. PERSISTENCE AND DEGRADABILITY: ......Rapid biological decomposition. BIOACCUMULATIVE POTENTIAL:.....N.A. MOBILITY IN SOIL: .......Slight. OTHER ADVERSE EFFECTS: . N.A.

#### **13 – DISPOSAL CONSIDERATIONS**

WASTE DISPOSAL:..... Product should be disposed in an environmentally safe manner in accordance with local, state and federal regulations.
 UNCLEANED PACKAGING:....'Empty' containers retain residue (liquid and/or vapor) and may be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS OR OTHER SOURCES OF IGNITION: THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. 'Empty' drums should be completely

drained, properly bunged and should be disposed of in an environmentally safe manner and in accordance with local, state and governmental regulations. For work on tanks, please refer to Occupational Safety and Health Administration regulations. ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other governmental and industrial contemplated operations.

#### **14 – TRANSPORTATION INFORMATION**

UN/NA NUMBER: ..... N.A.

UN PROPER SHIPPING NAME: ......Not classified according to the United Nations Not classified as hazardous under DOT or US Transport Recommendations. TRANSPORT HAZARD CLASS: .....N.A. PACKAGING GROUP : ......N.A.

MARINE POLLUTANT: ...... NO REPORTABLE QUANTITY:..... N.A. SPECIAL PRECAUTIONS: ...... N.A.

# **15 – REGULATORY INFORMATION**

Contents of this SDS comply with the OSHA Hazard Communication Standard 29CFR 1910.1200

EPA SARA Title III Chemical Listings: .....N.A.

TSCA STATUS: ...... All components in this product are on the TSCA Inventory

# **16 – OTHER INFORMATION**

#### **ABBREVIATIONS AND ACRONYMS:**

ACGIH - American Conference of Governmental Industrial Hygienists CAS - Chemical Abstract Service Number DOT – U.S. Department of Transportation IDLH – Immediately dangerous to life and health N.A. – Not Available NIOSH - National Institute of Occupational Safety and Health NTP - National Toxicology Program OSHA - Occupational Safety and Health Administration PEL – Permissible exposure Limit ppm – Parts per million RCRA – Resource Conservation and Recovery Act SARA – Superfund Amendments and Reauthorization Act TLV – Threshold Limit Value TSCA – Toxic Substances Control Act

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