

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Evoqua Water Technologies, LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs water and wastewater treatment chemicals, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a one (1)-year contract with the option to renew for up to five (5) additional one (1)-year periods upon the written agreement of both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at

least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or

eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this ____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Evoqua Water Technologies LLC

By: 
(INSERT NAME & TITLE)
2650 Tallevast Road
Sarasota, FL 34243
David L Morano, Sr. Mgr. Customer Service

Exhibit A
Vendor's Proposal

Item	Description	Unit	Unit Price	Brand
Sodium Chlorite 25%	Bulk truck	lb	0.66	Akta Klor



CITY OF OLATHE, KANSAS
PROCUREMENT DIVISION
CITY HALL
100 E. SANTA FE
OLATHE, KANSAS 66061

INVITATION FOR BID

WATER & WASTEWATER TREATMENT CHEMICALS

Date of Issuance: **FEBRUARY 13, 2025**

Bid Number: **IFB-25-0020**

Response Deadline Date: **MARCH 13, 2025**

Time: **10:00 A.M.**

Questions regarding this invitation should be directed to Bonfire
The deadline for receipt of questions from bidders is close of business on March 7, 2025.

Bids must be received electronically by the date and time indicated at Bonfire

HOW TO COMPLETE THIS DOCUMENT:

1. Save this document onto your computer before you start filling it out.
2. Use the 'Tab' key to navigate through this document and complete the required fields; fields will expand automatically
3. When you have completed filling in the blanks, attach the saved document to your electronic bid submittal
4. Enter your pricing directly on the website, Bonfire

☒ Supplier is submitting a firm bid which is not revocable for ninety (90) days.

☐ Supplier is not submitting because _____

Bidder's Name: Nicole Springer

Phone No.: 941-359-7940

Company Name: Evoqua Water Technologies LLC

Fax No.: 941-359-7985

Address: 2650 Tallevast Road

Email: utilityservicesinbox@xylem.com

City, State, Zip: Sarasota, FL 34243

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

INTENT

It is the intent of this Invitation for Bids (IFB) to establish contracts with qualified vendors to provide water and wastewater treatment chemicals for the City of Olathe, Kansas on an as needed basis.

RESPONSE DOCUMENTS

The following documents must be downloaded, completed, and uploaded to **Bonfire** to provide a complete bid response package:

- IFB document, all response fields completed
- Certifications for chemicals
- Warranty information

All pricing must be entered online at Bonfire

Bidder proposes to furnish and deliver F.O.B. Olathe, Kansas, the items listed below. Enter your pricing directly on the website at **Bonfire**. Be sure to include unit price, brand, and model number in each of the available fields for each item. Failure to provide any requested information may result in rejection of your bid.

INQUIRIES

Questions regarding this Invitation for Bid must be submitted to **Bonfire**. The deadline for receipt of questions from bidders is 5:00PM (CT) March 7, 2025. No further questions or clarifications will be provided after that date. Answers to all questions will be posted on Bonfire website.

No communication regarding this IFB should be directed to any other City official or employee. All queries will be responded to in the form of written addenda and posted Bonfire.

Bidders shall include confirmation of the receipt of any addenda with their bids. Failure to do so could result in your bid being deemed non-responsive.

PRICING

Bidder proposes to furnish and deliver items ordered from this bid F.O.B. Olathe, Kansas. Pricing shall include all travel, shipping, freight, surcharges and handling costs. Bidder signifies that they have read all bid documents and are providing detailed, expressed warranties with this bid. It shall be unacceptable for any bidder to make the statement "see specifications" instead of listing all exceptions and additions in the specifications of this bid documents.

Bidders shall enter unit pricing on **Bonfire** where indicated. Specific response instructions are provided on the website under "Bid Response Instructions." Failure to provide any requested information may result in rejection of your bid.

EVALUATION CRITERIA

The award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, past experience providing like work, proposed completion time, past vendor performance, quality of product, payment terms, references, and in the best interest of the City of Olathe, all factors being considered. The City reserves the right to award this bid in whole or in part.

CITY ORDINANCE #3.50.140 - LOCAL PREFERENCE STANDARDS

For supplies, materials, and equipment acquired through bids, where an award is to be made to the lowest responsive and responsible bidder, a bid from a local business may be selected over the lowest responsive and responsible bid only if:

- A. The bid from the local business is responsive and responsible.
- B. The quality, suitability, and usability of the supplies, materials, and/or equipment are equal to that of the lowest responsible bidder; and

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

- C. The amount of the bid of the local business does not vary more than two percent (2%) and does not exceed Five Thousand Dollars (\$5,000) above the amount of the lowest responsible bid. Such variance shall be calculated based on the total contract price.

The local preference described in this Section shall not apply to bids in which federal funds or other governmental funds are used when the use of such funds prohibits the application of local preference policies.

INVOICING

Invoice submitted for payment must be completely itemized to include a detailed breakdown of all items. Invoice must not exceed original bid unless prior authorization has been given by the department supervisor or their designee. The invoice shall be mailed to the attention of Accounts Payable, PO Box 768, Olathe KS 66051-0768 or emailed to: apolathe@olatheks.org.

PAYMENT TERMS

☒ Net 30 days ☐ Other: _____

Will your company accept the City's VISA P-Card for payment without additional cost? Yes X No: _____

CONTRACT TERM

The term of this contract will be for five (5) years from date of award. Prices quoted must be firm for an initial (12) month period. If funds are no longer available to support continuation of the contract, the contract shall be cancelled at the discretion of the City.

ESCALATION/DE-ESCALATION CLAUSE

In the event prevailing market conditions warrant an adjustment in contract pricing, refer to Item 39 of the Instructions to Bidders.

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City of Olathe awarded you the proposed Contract, you hereby agree to sell, under the prices and terms of this Contract, to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in an affiliated chapter of the National Institute of Governmental Purchasing (NIGP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligations on the part of any member of such chapter to utilize this Contract).

(Check One) Yes _____ No X Minimum order if, applicable \$ _____

Pricing for cooperative purchases will remain in effect through _____

REFERENCES

Bidder shall provide a minimum of three (3) references which shows experience in providing water & wastewater chemicals in the past three (3) years. A reference form is included online with bidding documents. Failure to complete the requested information could result in the rejection of your bid.

PRICE AGREEMENT AND ORDERS

A price agreement will be issued to the successful vendor(s) by the Procurement Manager, which will authorize City personnel to issue department purchase orders for actual quantities required. All invoices for orders shall indicate the department purchase order number for identification and payment purposes.

WARRANTY

The City requires a minimum one-year warranty on all commodities purchased. Failure to provide warranty information is grounds for possible rejection of your bid.

State the terms of your warranty: one year if stored properly

Comply X Exception: _____

ESTIMATED QUANTITIES

The quantities indicated on the online bid form are the City of Olathe's estimated annual usage only. The contract shall be binding only for the actual quantities ordered during the contract period.

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

Comply X Exception: _____

CITY OF OLATHE, KS INSURANCE REQUIREMENTS

- A. Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Contractor's bid
- B. Contractor shall maintain the following coverages and minimum limits.
 - 1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
 - 2. Business Auto Coverage: (*Owned, hired, and non-owned autos*) \$1,000,000 per occurrence limit including Pollution Liability / Accidental Environmental Damage, including Cost of Cleanup.
 - 3. Workers Compensation and Employers Liability: Workers' compensation limits as required by the statutes of the state of Kansas and employers' liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
 - 4. Umbrella Liability: minimum limit of \$1,000,000.
 - 5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
 - 6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor's insurance shall be primary, and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Contractor.
- C. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Verification of Coverage.
 - 1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
 - 2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-:VII. Those not admitted must be approved by City.
 - 3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor.
 - 4. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.
 - 5. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
 - 6. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.
- F. Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

SPECIFIC REQUIREMENTS:

SHIPPING

Standard delivery must be made within two (2) days after receipt of order, unless otherwise stated in this IFB. Emergency orders must be delivered within eight (8) hours after receipt of order, except where otherwise indicated. The successful contractor(s) are expected to retain stock of the items on the contract. If item is out of stock, the successful contractor shall inform the City's requester at the time the order is placed and provide an alternative delivery date. Continuous stock outs will be considered to be a default on the contract.

Comply X Exception: _____

DELIVERY

Chemicals shall be shipped F.O.B. Olathe, KS and Lenexa, KS. **All freight, handling, and delivery charges, fuel surcharges, etc. shall be included in the bid price.**

The successful contractor(s) will be responsible for delivery of all items awarded on this bid. The successful contractor(s) shall also be responsible for unloading bulk deliveries of quicklime and liquid chemicals. The City shall be responsible to assist with unloading chemicals in bags, totes or drums for the Water Production and Wastewater Treatment Divisions. The successful contractor's delivery driver shall be responsible to assist with loading all empty 55-gallon drums, totes, and empty pallets. All drums and totes must be returnable to the vendor.

The City of Olathe will not accept the responsibility of empty chemical containers; all empty 55-gallon drums, totes, and empty pallets shall be returned to the successful contractor(s). Empty drums or totes shall be returned with each new order of chemical or the successful contractor will be contacted to pick up returnable empty containers. Any successful contractor that does not pick up empty containers left at the City for more than 30 days will be charged a late pickup fee of \$10.00 per day per container until the containers are picked up. The late fees will be deducted from the successful contractor's invoice.

All shipments received must be in the container size specified on the bid. Where indicated to provide chemicals in "totes" the vendor will provide standard size Intermediate Bulk Containers (IBC's) that include all necessary accessories. Accessories shall include, but not be limited to provisions for handling of the IBC by forklift, a vented lid, ball valve and quick connect on the discharge of the IBC. All drum deliveries will come bundled on a pallet suitable for handling with a forklift. Items received in a frozen condition **will not** be accepted. The successful contractor shall be responsible for cleanup of spills or leaks during delivery.

An authorized City employee shall indicate the designated storage location of the items being delivered. The successful delivery contractor's delivery driver shall verify the chemical is being offloaded into the correct tank based on signage at the delivery location. The successful contractor shall deliver and unload bulk materials in a safe and timely manner. Faulty delivery equipment or poorly trained personnel may result in rejection of delivery.

The City reserves the right to sample any chemical prior to accepting the delivery. If any sample does not conform to the specifications, the City has the right to reject the delivery without any costs to the City. A Certificate of Analysis representative of the load being delivered shall be furnished to the Plant Control Operator prior to unloading each load of ammonia, fluorosilicic acid, polyphosphate, sodium hypochlorite, ferric sulfate, hydrochloric acid, sodium chlorite, ferrous chloride, carbon dioxide, ferric chloride, or quicklime. In addition, a sample of quicklime shall be furnished by the contractor to the Plant Control Operator for each load delivered prior to unloading. The sample must be representative of the load and shall be taken immediately prior to unloading the truck.

The Plant Control Operator will verify chemical by receiving the bill of lading, receiving the Certificate of Analysis (if required), receiving a sample of the product (if required), verify chemical delivered, verify location of delivery, take off the coupler to the fill line, and receive any other documentation required. Connections to all chemical fill lines will be verified by the contractor.

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

All deliveries of chemicals shall be made between the hours of 7:00 AM and 3:00 PM on the date requested. Delivery outside specified hours on the date requested may be refused or unloading may be delayed until after 7:00 AM the following workday (Monday through Friday), at no additional cost to the City. If there is to be a delivery delay for whatever reason to Olathe Water Plant, the Plant Control Operator shall be notified.

Comply X Exception _____

CITY OF OLATHE, KS DELIVERY SITES

- | | | |
|----|---|---|
| 1. | Olathe Water Plant (WP) | 27065 W. 83 rd Street
(2 ½ miles West of K-7 Hwy)
Lenexa, KS 66227 |
| 2. | Harold Street Wastewater Treatment Plant (WWHS) | 200 W Harold Street
Olathe, KS 66061 |
| 3. | Cedar Creek Wastewater Treatment Plant (WWCC) | 25915 W 119 th St
Olathe, KS 66061 |

SECURITY

WP and WWCC have an intercom located at the front gate. Delivery person shall follow the instructions provided via the intercom for delivery of product. Access to the facility will be granted only after the chemical vendor has been satisfactorily identified with proper identification. All chemical vendors must sign in and out. No unauthorized persons shall be allowed to enter the plant areas unless escorted by a City of Olathe representative.

CERTIFICATIONS

All chemicals delivered to the Olathe Water Plant, with the exception of ammonia, shall be NSF (National Sanitation Foundation) listed for use in drinking water/potable water applications. All chemicals delivered to Harold Street Wastewater Treatment Plant and Cedar Creek Wastewater Treatment Plant shall be UL (Underwriters Laboratories) listed. Ammonia shall meet National Research Council Codex for Ammonium Hydroxide. The bidder's Sodium Hypochlorite solution must be approved and registered with EPA for use in potable water systems and shall be manufactured in the USA. Bidder's own EPA registration MUST be included with your bid submittal as a separate attachment when you upload your bid documents on **Bonfire**.

Bidders are **REQUIRED** to submit a detailed specification, typical analysis, material certification and MSD sheets for each item bid, in addition to an affidavit that the product(s) complies with the latest applicable requirements of the AWWA and NSF standard specified. The most current MSD sheets for each bid item MUST be included with the bid. If the MSD sheet revised- or reviewed-date is more than one year prior to the bid date, bidder MUST submit a statement on its company letterhead that the submitted MSD sheet is the most current available for the product. Failure to submit this information may result in rejection of bid.

Comply X Exception _____

NO SUBSTITUTES

The words "NO SUBSTITUTES" means that the City has standardized on a brand or type of chemical and will not accept substitutions.

DETAILED SPECIFICATIONS

Bidders are required to document the specifications in the space provided by completing the requested information and indicating comply, not comply, or entering an explanation in the exception field. Failure to complete this information is grounds for rejection of bid. Pricing for all chemicals shall be entered on the online bid form at **Bonfire**. Bidders are requested to retain a copy of these specifications for future reference.

1. **AMMONIA/WP:**

Ammonium Hydroxide (aqua ammonia) shall meet AWWA Standard B306, latest revision, and the National Research Council Codex for Ammonium Hydroxide 20.4° – 20.9° baume, 19% Aqua Ammonia – Bulk truck delivery (approximately 13-14 tons). CAS Number 1336-21-6

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

Comply _____ Exception _____

2. **CARBON DIOXIDE/WP:** Meet AWWA standard B510, latest revision; meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects, deliver in bulk by truck in approximately 22-ton shipments. No less than 99.5% Carbon Dioxide by weight. CAS Number 124-38-9

Comply _____ Exception _____

3. **CAUSTIC SODA/WP:** Meet AWWA standard B501, latest revision; meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; 50% solution, diaphragm or membrane grade, deliver in 55-gallon drums.

Physical/Chemical Properties

CAS Number 1310-73-2

Specific Gravity (water = 1) 2.13 at 20°C

Completely soluble in water, Clear to opaque liquid with no distinct odor

Comply _____ Exception _____

- 4, 5, and 6. **CITRIC ACID/WP:** Meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; deliver in 55-gallon drums, 330-gallon totes, or approximately 2,500-gallon shipments.

Physical/Chemical Properties

CAS Number 77-92-9

Citric Acid 48-50%, Water 48-50%

Kosher/Food Grade

PH < 2.5

Arsenic < 1 ppm

Heavy Metals < 5 ppm

Tridodecyclamine < 0.1 ppm

Liquid, clear white to medium yellow

Specific Gravity 1.238 @ 63°F

Comply _____ Exception _____

7. **FERRIC SULFATE/WP:** Meet AWWA standard B406, latest revision; meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; deliver in bulk by truck in 4,000-gallon shipments.

Physical/Chemical Properties

CAS Number 10028-22-5

Specific Gravity 1.58-1.60

% Ferric Sulfate 59% or >

Red-Brown solution with no odor

Comply _____ Exception _____

8. **FLUOROSILIC ACID/WP:** Meet AWWA standard B703, latest revision; meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; deliver in bulk by truck in approximately 4,500-gallon shipments. No less than 23% H_2SiF_6 by weight. Acid shall be completely soluble in water and heavy metal content shall not exceed 20 ppm.

CAS Number 16961-83-4

Comply _____ Exception _____

9. **POLYPHOSPHATE/WP:** Meet AWWA standard B502, latest revision; meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; deliver in bulk by truck in 3,500 to 4,000-gallon shipments. No less than 32% Polyphosphate content (as PO [4]).

CAS Number 10124-56-8

Comply _____ Exception _____

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

10. **QUICKLIME/WP:** Meet AWWA standard B202, latest revision; meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; state percentage of available calcium oxide, state particle size distribution, deliver in bulk by truck in approximately 22-ton shipments, 3/8" and under-particle size CAS Number 1305-78-8.

Delivery Time:

Normal Conditions – 48 hours

Emergency – 24 hours

Physical Analysis

Minus	0.375"	100%
Minus	100 Mesh	15% Max.
Minus	8 Mesh	0%

The maximum limit on insoluble matter is 7%

Range (%) of available CaO (90% min.) _____ to _____

Average (%) of available CaO (90% min.) _____

Temperature must rise at least 40°C in 3 minutes or less (when mixing 100 grams of lime with 400 ml of water with an initial temperature of 26°C). When the quicklime is mixed with water at 25°C the pH shall be a minimum of 12.45.

Comply _____ Exception _____

11. **SODIUM BISULFITE/WP/WW:** Deliver in 55-gallon drums, 1-2 drums per shipment

Physical/Chemical Properties

CAS Number 7631-90-5

Sodium Bisulfite 35-44% by weight

Specific Gravity 1.33

Comply _____ Exception _____

12. **SODIUM HYPOCHLORITE/WP:** Meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; meet AWWA standard 303, latest revision, deliver in bulk by truck in 4,500-gallon shipments.

Physical/Chemical Properties

CAS Number 7681-52-9

10-15% by weight

Specific Gravity 1.115-1.173

Delivered pH 11-13

Soluble in water, clear yellow, chlorine bleach odor

Iron < 0.3 mg/l, Nickel < 0.03 mg/l, Chlorate < 1,500 mg/l

Bromate < 20 mg/l; Copper < 0.03 mg/l, Insoluble material less than 0.15% by weight

Shipments delivered shall achieve a filtration rate of < 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach using Vacuum Filtration"

Minimum of 0.1% by weight Sodium Hypochlorite and maximum of 0.4% by weight Sodium Hydroxide

The City reserves the right to sample and test Sodium Hypochlorite deliveries to ensure the chemical's conformance with requirements specified herein in addition to other applicable EPA/AWWA specifications and standards. Failure to comply with these specifications/standards shall constitute grounds for rejection of deliveries and repeated failures may result in cancellation of the contract.

Comply _____ Exception _____

13. **HYDROCHLORIC ACID 15%/WP:** Meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; aqueous solution of 15% by weight; deliver in bulk by truck in 4,500-gallon shipments.

CAS 7647-01-0

Comply _____ Exception _____

14. **SODIUM CHLORITE 25%/WP:** Meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; deliver in bulk by truck in 4,500-gallon shipments.

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

Physical/Chemical Properties

CAS 7758-19-2

pH: 12.0 to 12.3

Specific Gravity 25% Sodium Chlorite Solution: 1.21 – 1.22 (10.2 lbs per gallon)

Freezing Point: 0 to 4°C

Solubility in Water – Soluble

Clear to pale yellow liquid with a faint bleach odor

Comply X Exception _____

15. **FERROUS CHLORIDE/WP:** Meet ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects; deliver in bulk by truck in 4,500-gallon shipments.

Physical/Chemical Properties

Alternate Name Iron (II) Chloride

CAS Number 7758-94-3 (Ferrous Chloride) 7647-01-0 (Hydrochloric)

> 28% Ferrous Chloride

11.6%-13.1% Fe²⁺

< 5% Hydrochloric Acid

Specific Gravity 1.18-1.40

pH <2

Infinitely soluble in water, light green liquid, acidic odor

No more than 0.05% insoluble matter

The City reserves the right to sample and test Ferrous Chloride deliveries to ensure the chemical's conformance with requirements specified herein in addition to other applicable EPA/AWWA specifications and standards. Failure to comply with these specifications/standards shall constitute grounds for rejection of deliveries and repeated failures may result in cancellation of the contract.

Comply _____ Exception _____

16. **FERRIC CHLORIDE/WWCC/WWHS:** Meet AWWA standard B407, latest revision; deliver in bulk by truck in 4,000-gallon shipments. Shipments will need to be split between both facilities.

Physical/Chemical Properties

CAS Number 7705-08-0

Specific Gravity 1.39-1.49

% Ferric Chloride 37% - 45%

Dark Red-Brown solution with no odor

Comply _____ Exception _____

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

**CITY OF OLATHE, KANSAS
PROCUREMENT DIVISION**

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
(Revised 12/24)

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$100,000.00 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Olathe is not responsible for the content of any bid package received through any 3rd party bid service other than Merrell Source to Contract. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than Merrell Source to Contract.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$100,000.00 and over. The acronym "IFB" means Invitation For Bid.
 - b. The term "Quick Quote" means a solicitation of informal bids with a combined or single unit value between \$10,000.00 and \$99,999.00. The acronym "QQ" means Quick Quote.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
 - e. The term "change order" means a written order from the Procurement Manager directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Olathe, Kansas.
 - g. The term "City Council" means the governing body of the City of Olathe.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the affidavit of the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature, notarized, and uploaded with bid response on **Bonfire**.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received electronically in the sealed lockbox at Merrell Source to Contract BEFORE the time of opening indicated in the solicitation. All references to time shall be Olathe, Kansas time (Central time zone). Hard copy (paper) bids will not be accepted. Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** (Kansas Statutes K.S.A. 75-6901 through 75-6906). The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from that vendor, at the sole discretion of the City.

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Price Agreement, or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Olathe, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Procurement Manager of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Olathe supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality,

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

recycled and reused content and packaging, and the presences of hazardous substances. Prime consideration will be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied, and work performed, within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries are to be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Olathe may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the affidavit form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Olathe is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request; Kansas Tax Exempt No. KS6XLFHVA1, exp 10/01/2028.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **PERSONNEL PRACTICES:** Successful bidder must comply with K.S.A., 44-1030 et. seq. mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) prohibits discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) requires solicitations or advertisements for employees to include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

privileges of the inhabitants of the City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to insure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All bidders who are awarded a Class I Contract (\$25,000 or more in aggregate) are required to complete a Questionnaire on Personnel Practices for the City of Olathe, 200 West Santa Fe, Olathe KS 66061, 913-971-6493. Form must be completed and approved by the City before contract for goods or services is in effect.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

28. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
29. **W-9 REQUIREMENT:** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor. A W-9 Form must be completed as a part of the vendor registration process on Merrell Source to Contract. Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Payment shall not be made to contractor without a current W-9 form being filed with the City of Olathe.
30. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
31. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Olathe. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined, and the contract is executed.
32. **PERFORMANCE BOND:** At the discretion of the Procurement Manager, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

must be executed with a surety company licensed to do business in the State of Kansas. The cost of the bond shall be included in the bidder's offer.

33. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Procurement Manager of the City of Olathe.
34. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.
35. **WARRANTY:** Supplies or services furnished because of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
36. **PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful bidder of this solicitation process will, if at all possible, be by use of a VISA Purchasing Card.
37. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Division, apolathe@olatheks.org or mail to PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Procurement Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Procurement Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled, and a new contract will be solicited.
40. **CERTIFICATE OF GOOD STANDING:** All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of contract. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the state of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Kansas Secretary of State website at http://www.sos.ks.gov/other/articles_of_formation.html for information. Kansas companies can file online. Foreign companies cannot yet file online. Foreign companies would need to complete and submit the

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

FA, FL, FLLP, or LPF forms to receive the information needed to register with the Secretary of State then get a Certificate of Good Standing thereafter. You may call the Kansas Secretary of State office at 785-296-4564 if you have questions.

41. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Procurement Division Office at (913) 971-9005 or www.olatheks.org.

CITY OF OLATHE, KS
IFB-25-0020
WATER & WASTEWATER TREATMENT CHEMICALS

**CITY OF OLATHE, KANSAS
AFFIDAVIT**

STATE OF Florida

COUNTY OF Sarasota

) SS.

Nicole Springer
_____ of the City of Sarasota
(Name of Individual)

Sarasota
County of _____, State of Florida

being duly sworn on her or his oath, states;

V.P & G.M Evoqua Water Technologies LLC

1. That I am the _____ (Title) of _____ (Firm Name),
and have been authorized by said firm to make this affidavit on its behalf;

2. (Check the box the applies)

☒ No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;

OR

☐ The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);

3. (Check the box that applies)

☒ If firm were awarded any contract, job work, or service for the City of Olathe, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;

OR

☐ The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);

4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response any solicitation issued by the City of Olathe.

Evoqua Water Technologies LLC (Firm Name)

Federal Tax ID # 80-0909020

By: [Signature] (Signature)

Subscribed and sworn before me this 14 day of

Nicole Springer (Printed Name)

March 20 25

V.P & G.M (Title)

Mailing Address 2650 Tallevast Road

[Signature] - KAYLEIGH E. MORAN
NOTARY PUBLIC in and for the County of

City, State, Zip Code Sarasota, FL 34243

State of Florida

Phone 9413597930 Fax _____

My commission expires: 9/22/2028

Email utilityservicesinbox@xylem.com

SEAL



STATE OF KANSAS
OFFICE OF SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 4713897

Business Name: EVOQUA WATER TECHNOLOGIES LLC

Type: Foreign Limited Liability Company

Jurisdiction: Delaware

was filed in this office on May 01, 2013, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day March 19, 2025.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE

Certification Number: 682816-20250319 To verify the validity of this certificate please visit
<https://www.sos.ks.gov/eforms/BusinessEntity/CertifiedValidationSearch.aspx> and enter certificate number.



Occidental Chemical Corporation

14555 Dallas Parkway, Suite 400 TX US 75254 Dallas

Certificate of Analysis

AKTA KLOR 25 - BULK

Sold To

EVOQUA WATER TECHNOLOGIES LLC
1828 METCALF AVE
THOMASVILLE GA
31792-6845
US

Ship To

CITY OF OLATHE
27065 W 83RD ST
LENEXA KS
66227-3502
US

Detailed Order Information

Date	28-Jan-2025
Purchase Order	4501994094
Delivery /Date	80013624 / Jan 24, 2025
Order No / item	4528 / 000010
Customer	2001589
Material	172937
Container	513832

Batch: 1386AA25LB / Quantity 40,400.00 LB

Characteristic	Unit	Value	Min.	Max.
Sodium chlorite, wt%		25.00	24.25	25.75
Sodium chlorate, wt%		0.06		0.50
Sodium chloride, wt%		0.85		3.00
Sodium chlorite, gpl		307.00		
Sodium chlorate, gpl		0.70		
Tot alkalinity at pH4 as NaOH		0.30		0.50
Hydrogen Peroxide, wt%		0.000		0.010
Water by difference, wt%		73.74	68.25	75.75
Specific gravity at 25°C		1.2270		
Appearance, visual		Clear		

ISSUED BY: Larissa Fussell (or designee)

Seal Numbers 057931,057943,057841

Results may be based on batch and/or typical analysis.

EPA Reg. No.: 21164-6

Customer Inquiries : 800-752-5151
Occidental Chemical Corp
Wichita
6200 S Ridge RD
WICHITA KS 67215-8822 US



AFFIDAVIT OF COMPLIANCE

Evoqua Water Technologies LLC Sodium Chlorite (**AKTA KLOR 25**), manufactured by OxyChem (Wichita, KS) complies with A.W.W.A. B303-18 specifications, including purity levels, chemical requirements, and physical requirements. In addition, the National Sanitation Foundation (NSF) International certifies OxyChem's Sodium Chlorite for use in potable drinking water. Akta Klor 25 is made in an ISO 9001:2015 facility located in United States of America. The sodium chlorite manufactured by OxyChem and distributed by Evoqua Water Technologies LLC is used in over 100 public water treatment systems.

EPA #: 21164-6

The product is warranted to meet the specifications upon delivery and will be replaced or credited if applicable. The product's shelf life is in excess of 1 year if stored per manufacturer's recommendations.



Nicole Springer
V.P. & G.M., Utility Services



Basic Chemicals



Sales Specification

Sodium Chlorite (NaClO_2)

AktaKlor 25 (25% Active Sodium Chlorite)

COMPONENT

Sodium Chlorite, wt% as NaClO_2
Sodium Chlorate, wt% as NaClO_3
Sodium Chloride, wt% as NaCl
Total Alkalinity, wt% as NaOH @ pH4
Hydrogen Peroxide, wt% as H_2O_2
Water (by difference), wt%

SPECIFICATIONS

24.25 - 25.75
0.5 max.
3.0 max.
0.5 max.
0.01 max.
68 - 76

TYPICAL PROPERTIES

Appearance	Clear, slightly yellow liquid
Turbidity, NTU	10 max
Density, lb/gal @ 25°C	10.1

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis. Product meeting the specification test items will exhibit the listed typical properties.

NSF Listed, ANSI/NSF Standard 60 (Wichita, KS/Fairmont City, IL)
Meets requirements of ANSI/AWWA B303-18

EPA Reg. No: 21164-6

CONTAINERS:

Tank Cars (fiberglass lined)-16,000 gallons
Tank Trucks (stainless steel) - 3400 gallons
Drums - 55 Gallon Plastic Drums, 565 lbs net
OCC non-returnable 330 gallon tote with steel box and plastic bottle

Form#: 644 05/2019



Occidental Chemical Corporation
A subsidiary of Occidental Petroleum Corporation

14555 Dallas Parkway, Suite 400
Dallas, TX 75254
800-752-5151

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



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, September 27, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=34810&Standard=060&>

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

Occidental Chemical Corporation

14555 Dallas Parkway

Suite 400

Dallas, TX 75254

United States

972-404-3800

Facility : # 1 Sauget, IL

Trichloroisocyanuric Acid[CL]

Trade Designation

ACL 90 Disinfecting Granules

Product Function

Disinfection & Oxidation

Max Use

30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : # 2 Sauget, IL

Sodium Chlorite[CL]

Trade Designation

Product Function

Max Use

Technical Sodium Chlorite 50

Chlorine Dioxide Production

14mg/L

[1] These products are Certified for use in chlorine dioxide generation.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF mark on the product, product packaging, product shipping papers, and/or documentation shipped with the product are Certified.

Facility : Fairmont City, IL

Sodium Chlorite[1] [CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 15	Chlorine Dioxide Production	35mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L
Akta Klor 37	Chlorine Dioxide Production	14mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite Solution 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite Solution 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite Solution 50	Chlorine Dioxide Production	14mg/L

[1] These products are certified for use in chlorine dioxide generation.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Distribution Center - Kansas City, KS

Potassium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Potash - Liquid All Grades	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF mark on the product, product packaging, product shipping papers, and/or documentation shipped with the product are Certified.

Facility : Wichita, KS

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30mg/L
Chlorine (Liquefied Gas Under Pressure)	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
20 Deg Hydrochloric Acid Technical	Corrosion & Scale Control	45mg/L
22 Deg Hydrochloric Acid Technical	Corrosion & Scale Control	40mg/L
6-19 Deg Hydrochloric Acid Technical	Corrosion & Scale Control	45mg/L
Hydrochloric Acid 20BE	Corrosion & Scale Control	45mg/L
Hydrochloric Acid 22 Deg Tech Bulk	Corrosion & Scale Control	40mg/L
Hydrochloric Acid 22BE	Corrosion & Scale Control	40mg/L
Hydrochloric Acid 6-19 Deg Tech Bulk	Corrosion & Scale Control	40mg/L
Hydrochloric Acid 6-19BE	Corrosion & Scale Control	45mg/L

Sodium Chlorite[1] [CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite Solution 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite Solution 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite Solution 50	Chlorine Dioxide Production	14mg/L

[1] These products are certified for use in chlorine dioxide generation.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

SAFETY DATA SHEET

OxyChem®

AKTA KLOR 25

North America EN
SDS No.: M47030

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 1. CHEMICAL PRODUCT / COMPANY IDENTIFICATION

Company Identification:	Occidental Chemical Corporation 14555 Dallas Parkway, Suite 400 Dallas, Texas 75254-4300
24-Hour Emergency Telephone Number:	1-800-733-3665 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186
To Request an SDS:	MSDS@oxy.com or 1-972-404-3245
Customer Service:	1-800-752-5151 or 1-972-404-3700
Product Identifier:	AKTA KLOR 25
Trade Name:	AKTA KLOR 25
Synonyms:	25% Active Sodium Chlorite Solution; Sodium Chlorite Solution; Chlorous Acid, Sodium Salt
Product Use:	AKTA KLOR 25 is a registered antimicrobial pesticide (EPA Registration Number: 21164-6). It has numerous uses in potable water, food plant process water, poultry process water, CIP disinfection, oilfield water, white water paper mill systems, and industrial cooling water
Restrictions on Use (United States):	This is a pesticide product; do not use in a pesticide application that is not approved by the EPA. EPA Reg. No. 21164-6 (Akta Klor 25).
Other Global Restrictions on Use:	Not registered as a pesticide in Canada. Not registered as a pesticide in Canada. Do not sell for pesticide uses in Canada. Other restrictions on use based on local, regional, or national regulations may exist and must be determined on a case-by-case basis.
Chemical Family:	Sodium Chlorite Solution

AKTA Klor 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 2. HAZARDS IDENTIFICATION

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

HEALTH CANADA HPR REGULATORY STATUS: This material is considered hazardous by the Health Canada Hazardous Products Act's Hazardous Products Regulations (HPR) (SOR/2015-17).

EMERGENCY OVERVIEW:

Color:	Pale, yellow
Physical State:	Liquid
Appearance:	Clear to slightly yellow liquid
Odor:	Slight chlorine odor

Signal Word: **DANGER**

MAJOR HEALTH HAZARDS: CAUSES SEVERE SKIN BURNS AND EYE DAMAGE. HARMFUL IF SWALLOWED. MAY CAUSE DAMAGE TO CARDIOVASCULAR SYSTEM; BLOOD; SPLEEN; DIGESTIVE SYSTEM; AND STOMACH THROUGH PROLONGED OR REPEATED EXPOSURE VIA ORAL ROUTE. MAY BE HARMFUL IN CONTACT WITH SKIN. THIS MATERIAL IS A POTENTIAL ENDOCRINE DISRUPTOR.

PHYSICAL HAZARDS: MAY BE CORROSIVE TO METALS. OXIDIZING AGENT. MAY INTENSIFY FIRE. Dried material can ignite upon contact with combustibles.

AQUATIC TOXICITY: Acute Aquatic Toxicity: Very toxic to aquatic life. Chronic Aquatic Toxicity: Harmful to aquatic life with long lasting effects.

PRECAUTIONARY STATEMENTS: Keep only in original container. Keep away from combustible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Do not breathe dust, vapor or spray mist. Wash hands and exposed skin thoroughly after handling. Do not touch eyes. Do not eat, drink, or smoke when using this product. Wear protective gloves, protective clothing, eye, and face protection. Wash contaminated clothing before reuse. Avoid release to the environment.

ADDITIONAL HAZARD INFORMATION: This material is corrosive and an oxidizer. This material is a more severe corrosive and oxidizer when dry. Dry sodium chlorite is a strong oxidizing agent. This product becomes a fire or explosive hazard if allowed to dry. This material's pH and oxidative action contribute to its health and physical hazards. If not stored in original container; store in corrosive resistant container constructed of materials identified in Section 7 of this SDS. Always package, store, transport and dispose of all waste and contaminated equipment in accordance with all applicable federal, state, and local health and environmental regulations. Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products,

AKTA Klor 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

HAZARD CLASSIFICATION:

GHS: PHYSICAL HAZARDS:	Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer Corrosive to Metals - Category 1: May be corrosive to metals
GHS: CONTACT HAZARD - SKIN:	Category 1B - Causes severe skin burns and eye damage
GHS: CONTACT HAZARD - EYE:	Category 1 - Causes serious eye damage
GHS: ACUTE TOXICITY - ORAL:	Category 4 - Harmful if swallowed
GHS: TARGET ORGAN TOXICITY (REPEATED EXPOSURE):	Category 2 - May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route
GHS: HEALTH HAZARDS NOT OTHERWISE CLASSIFIED (HNNOC)	- Acute Toxicity [Dermal], Category 5 - May be harmful in contact with skin
HAZARDS NOT OTHERWISE CLASSIFIED (HNOC):	- AQUATIC TOXICITY - ACUTE: Category 1 (Very toxic to aquatic life) - AQUATIC TOXICITY - CHRONIC: Category 3 (Harmful to aquatic life with long lasting effects)

GHS SYMBOL: Oxidizer, Corrosive, Health hazards, Exclamation mark, Environmental hazard



GHS SIGNAL WORD: **DANGER**

GHS HAZARD STATEMENTS:**GHS - Physical Hazard Statement(s)**

- May intensify fire; oxidizer
- May be corrosive to metals

GHS - Health Hazard Statement(s)

- Harmful if swallowed
- Causes severe skin burns and eye damage
- May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route

Additional Hazards - GHS Hazards Not Otherwise Classified (HNOC):

- MAY BE HARMFUL IN CONTACT WITH SKIN
- ACUTE AQUATIC HAZARD - CATEGORY 1: Very toxic to aquatic life

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

-
- CHRONIC AQUATIC HAZARD - CATEGORY 3: Harmful to aquatic life with long lasting effects

GHS - Precautionary Statement(s) - Prevention

- Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
- Keep away from combustible materials
- Keep only in original container or container compatible with product (see Section 7 - Safe Storage Conditions)
- Do not breathe mist, vapors, or spray
- Wash hands and exposed skin thoroughly after handling. Do not touch eyes
- Do not eat, drink, or smoke when using this product
- Wear protective gloves, protective clothing, eye, and face protection
- Avoid release to the environment

GHS - Precautionary Statement(s) - Response

- IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
- IF SWALLOWED: Get medical help
- IF INHALED: Remove person to fresh air and keep comfortable for breathing
- IF ON SKIN: Take off immediately all contaminated clothing. Immediately rinse with water for several minutes
- IF ON SKIN: Get medical help immediately
- Specific treatment (see "Notes to Physician" in Section 4 of the SDS)
- Wash contaminated clothing before reuse
- IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- IF IN EYES: Get medical help
- Get medical help if you feel unwell
- In case of fire: Use large amounts of water to extinguish
- Absorb spillage to prevent material damage
- Collect spillage

GHS - Precautionary Statement(s) - Storage

- Store locked up
- Store in corrosive resistant container constructed of materials identified in Section 7 of this SDS

GHS - Precautionary Statement(s) - Disposal

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

Physical Hazards of Significance Not Mentioned in GHS Classification

- According to NFPA 400, this material is classified as a Class 2 Oxidizer
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

Health Hazards of Significance Not Mentioned in GHS Classification

- May be harmful in contact with skin
 - Potential endocrine disruptor
-

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

PBT and vPvB assessment:

Not applicable

Component	U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing	EU - PBT / vPvB Status
Sodium Chlorite	Not listed	PBT/PvBT assessment does not apply Considered NOT to be an EU PBT
Sodium Chloride	Not listed	PBT/PvBT assessment does not apply Considered NOT to be an EU PBT
Sodium Chlorate	Not listed	PBT/PvBT assessment does not apply Considered NOT to be an EU PBT

Endocrine Disruptor Assessment:

The Endocrine Disruptors Exchange's (TEDX) List of Potential Endocrine Disruptors database of chemicals has one or more verified citations published, accessible, primary scientific research demonstrating effects on the endocrine system.

Component	Endocrine Screening List
Sodium Chlorite	TEDX Potential Endocrine List: Present

See Section 11: TOXICOLOGICAL INFORMATION

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	Systematic Chemical Name	Common name	CAS Number	Percent [%]
Water 7732-18-5	Dihydrogen monoxide (H ₂ O)	Water	7732-18-5	68 - 76
Sodium Chlorite 7758-19-2	Chlorous Acid, Sodium Salt	Sodium Chlorite	7758-19-2	24.25 - 25.75
Sodium Chloride 7647-14-5	Sodium Chloride (NaCl)	Sodium Chloride (Salt)	7647-14-5	1 - 5
Sodium Chlorate 7775-09-9	Chloric Acid Sodium Salt	Sodium Chlorate	7775-09-9	< 0.5

SECTION 4. FIRST AID MEASURES

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

EYE CONTACT: IF IN EYES: Immediately rinse with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF IN EYES: Get medical help.

SKIN CONTACT: IF ON SKIN: Take off immediately all contaminated clothing. Immediately rinse with water for several minutes. IF ON SKIN: Get medical help immediately. Specific treatment (see "Notes to Physician" in Section 4 of the SDS). Wash contaminated clothing before reuse.

INHALATION: IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF INHALED: Get medical help if you feel unwell.

INGESTION: IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Get medical help.

Most Important Symptoms/Effects (Acute and Chronic [Delayed]):

Acute Symptoms/Effects:

Eye: Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eyelids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to internal eye structures.

Skin: Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second-, or third-degree burns.

Inhalation (Breathing): Breathing (Inhalation): Inhalation of airborne material may cause irritation, redness of upper and lower airways, coughing, laryngeal spasm and edema, shortness of breath, bronchi-constriction, and possible pulmonary edema. Severe and permanent scarring may occur. The pulmonary edema may develop several hours after a severe acute exposure.

Ingestion (Swallowing): Ingestion: Exposure by ingestion may cause irritation, nausea, and vomiting. Oxidation may cause significant metabolic issues such as: methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

Chronic (Delayed) Symptoms/Effects:

Repeated and prolonged skin contact may cause a dermatitis.

Protection of First-Aid Responders: Protect yourself by avoiding contact with this material. Avoid contact with skin and eyes. Do not ingest. Use personal protective equipment (PPE). Refer to Section 8 for specific PPE recommendations. At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission.

Notes to Physician:

Treat as a corrosive due to the pH of this material. For prolonged exposures and significant exposures, consider delayed injury to exposed tissues. Oxygen should be immediately administered to all symptomatic patients. Treatment is supportive care. Follow normal parameters for airway, breathing, and circulation. Ingestion of even small amounts of solution should be closely monitored for methemoglobinemia, hemolysis, and glutathione depletion, followed by renal failure. This chemical acts similarly to its related compound chlorate, and produces a drug induced G6PD deficiency. Methylene blue is the primary antidote for methemoglobinemia early in the initial stages of chlorite/chlorate intoxication. Exchange blood transfusion as the preferred course in patients with G6PD deficiency, or NDAPH methemoglobin reductase deficiency, in severely symptomatic patients if methemoglobinemia is not responsive to methylene blue treatment, and in patients with methemoglobinemia and hemolysis. Methylene blue has not been uniformly reported as effective; however, it can be considered in early poisoning if blood methemoglobin concentrations are 30% or greater, or at concentrations less than 30% in cases where other factors are also

AKTA Klor 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

contributing to circulatory compromise. Consult a medical toxicologist or Poison Center for recommendations for dosage and administration for the specific case involved. Dosing is different for neonates, children, and adults. Chlorine dioxide vapors are emitted when this product contacts acids or chlorine. If these vapors are inhaled, monitor patient closely for delayed development of pulmonary edema which may occur up to 48-72 hours post-inhalation. Following ingestion, neutralization and use of activated charcoal is not indicated. In vitro studies have shown that activated charcoal does not adsorb chlorate/chlorite ions. The benefit of decontamination after ingestion is not certain and not recommended.

Interaction with Other Chemicals Which Enhance Toxicity: Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

Medical Conditions Aggravated by Exposure: May aggravate preexisting conditions such as. Eye disorders that decrease tear production or have reduced integrity. Skin disorders that compromise the integrity of the skin. Respiratory conditions including asthma and other breathing disorders. Ingestion may induce G6PD deficiency, hemolysis and renal failure. G6PD deficiency, hemoglobinopathies, renal compromise, and conditions causing hypoxia may be aggravated by ingestion of this material.

SECTION 5. FIRE FIGHTING MEASURES

Fire Hazard: According to NFPA 400, this material is classified as a Class 2 Oxidizer. Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material. Avoid evaporation to dryness. Dried material can ignite upon contact with combustibles.

Explosive properties: This product may represent an explosion hazard if it contacts acids, chlorine, or organic materials (Refer to Sections 7 and 10).

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire. Water is the only effective extinguisher of sodium chlorite.

Unsuitable Extinguishing Media: Water is the only effective extinguisher of sodium chlorite.

Unusual Hazards: Do not allow sodium chlorite solutions to evaporate to dryness; this product becomes a fire or explosion hazard if allowed to dry and can ignite in contact with combustible materials. Contaminated clothing may become a risk factor since the liquid sodium chlorite will dry and become a fire hazard; therefore, take off immediately all contaminated clothing and wash before reuse.

Fire Fighting: Wear NIOSH approved positive-pressure self-contained breathing apparatus. Consider evacuation of personnel located downwind. Keep unnecessary people away, isolate hazard area and deny entry. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Flood with fine water spray. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

Hazardous Combustion Products: Chlorine; Oxides of sodium

Sensitivity to Mechanical Impact: Not sensitive.

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

Sensitivity to Static Discharge: Not sensitive.

Lower Flammability Level (air): Not flammable

Upper Flammability Level (air): Not flammable

Flash point: Not applicable

Auto-ignition Temperature: Not applicable

GHS: PHYSICAL HAZARDS:

- Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer
- Corrosive to Metals - Category 1: May be corrosive to metals

Physical Hazards of Significance Not Mentioned in GHS Classification

- According to NFPA 400, this material is classified as a Class 2 Oxidizer
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Isolate hazard area and deny entry. Keep unnecessary and unprotected personnel from entering the area. Avoid contact with skin and eyes. If material is allowed to dry, DO NOT make airborne. DO NOT breathe dust. Wear appropriate personal protective equipment recommended in Section 8 of the SDS.

Personal Protective Equipment: Cleanup personnel must wear proper protective equipment. For Unknown Concentrations or exposures above IDLH (Immediately Dangerous to Life or Health) - Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply. Any self-contained breathing apparatus with a full facepiece. See Section 8 for information on personal protective equipment.

Emergency Procedures: Evacuate unnecessary personnel and eliminate all sources of ignition. For other than minor leaks, immediately implement predetermined emergency plan. Restrict access to the area until cleanup is complete. Stop the release if it can be done safely from a distance. Prevent material and runoff from entering sewers and waterways if it can be done safely well ahead of the release. Sodium chlorite may represent an explosion hazard if it contacts acids or chlorine. If such contact is possible, evacuation procedures must be placed into effect. Cleanup personnel must wear proper protective equipment. Notify all downstream water users of possible contamination.

Environmental Precautions: This material is harmful to aquatic life. This material is alkaline and may raise the pH of surface waters with low buffering capacity. Keep out of water supplies and sewers. Releases should be reported, if required, to appropriate agencies. See Section 12 for additional ecological information.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

Methods and Materials for Containment, Confinement, and/or Abatement: Contain spill. Spilled materials may be absorbed using non-combustible and non-organic commercial absorbents. Dampen and scoop spilled material into clean, dedicated equipment. Every attempt should be made to avoid mixing spilled material with other chemicals or debris when cleaning up. Keep collected material damp and put into drums. Dried material can ignite upon contact with combustibles. Dispose of promptly. Dispose of in accordance with all applicable regulations.

Methods and Materials for Clean-up

Recovery: Liquid sodium chlorite solutions can be absorbed using non-combustible and non-organic commercial absorbents and placed in corrosive-resistant containers. Contact OxyChem Technical Service for confirmation of other types of absorbents before utilizing.

Neutralization: Due to heat evolution during neutralization reaction, neutralization should be avoided whenever possible. Sodium chlorite neutralization procedures are available by contacting OxyChem Technical Service Department at 800-733-1165 option #1. Sodium chlorite neutralization procedures must be carried out ONLY by properly trained personnel wearing appropriate personal protective equipment and ONLY after thoroughly reviewing the neutralization procedures with manufacturer.

Final Disposal: Runoff may pollute waterways. If sodium chlorite is spilled or becomes a waste, it must be disposed of in accordance with local, state, and Federal regulations by a NPDES permitted out-fall or in a permitted hazardous waste treatment, storage, and disposal facility. For waste disposal, see section 13.

Additional Disaster Prevention Measures: Keep away from water supplies and sewers. Do not use combustible absorbents such as rags, sawdust, and other natural organic sorbents.

SECTION 7. HANDLING AND STORAGE

Handling

Precautions for Safe Handling: Do not contaminate sodium chlorite with incompatible materials such as dirt, organic matter, oxidizers, reducing agents, chemicals, soap products, solvents, acids, paint products, or combustible materials. Do not store or transport sodium chlorite with incompatible materials. Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Triple rinse empty containers thoroughly with water and dispose of in accordance with label instructions.

Technical measures/precautions: All instrumentation should be designed to prevent possible solution freezing in the instrument. Greaseless lubricants should be used in mechanical equipment where there is a potential for leaks or spills. Pumps should not be operated against closed valves as this may result in heating solution above its decomposition temperature.

Other precautions: This material is a more severe corrosive and oxidizer when dry. This material's pH and oxidative action contribute to its health and physical hazards.

Prevention of contact: Do not breathe dust or spray mist. Wash skin and contaminated clothing thoroughly after handling. Do not eat, drink, or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves, protective clothing, eye, and face protection. Avoid contact with incompatible materials. Avoid release to the environment. If sodium chlorite is spilled on clothing, remove, and wash contaminated clothing at once to avoid the potential of fire.

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

Storage:

Safe Storage Conditions: Store and handle in accordance with all current regulations and standards. (NFPA Oxidizer Class 2). Store in tightly closed, labeled containers away from combustible materials. Store in a cool, dry area. Store in a well-ventilated area. Store below 212°F (100°C). Avoid exposure to sunlight or ultraviolet light. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet). Sodium chlorite solutions exceeding 30% concentration have a greater potential to crystallize at ambient temperatures. Normally, these products should be diluted prior to storage. Where bulk storage of concentrated solutions is required, the tank must be placed in a temperature-controlled location to ensure that the product is maintained at a temperature above its crystallization point. Direct heat should not be applied to the storage tank.

Technical measures: All equipment purchased for handling and storing sodium chlorite solutions should be verified by the manufacturer or vendor to be suitable for use with sodium chlorite. Use appropriate containment to avoid environmental contamination. The storage area should not be exposed to direct sunlight or ultraviolet light. It should be fire resistant and have an effective sprinkler system with good ventilation. Do not allow solution to evaporate to dryness; this product becomes a fire or explosion hazard if allowed to dry and can ignite in contact with combustible materials. Storage conditions should comply with the requirements established by the National Fire Protection Association's NFPA 1 – Uniform Fire Code and/or NFPA 400 – Hazardous Materials Code and/or the International Code Council's (ICC) International Fire Code. Since both NFPA and ICC codes are used throughout the U.S., consult with local fire departments to determine which codes apply.

Incompatible Substances: Acids, Reducing agents, Combustible material, Oxidizing agents, Hypochlorite, Organic solvents and compounds, Garbage, Dirt, Organic materials, Household products, Chemicals, Soap products, Paint products, Vinegar, Beverages, Oils, Pine oil, Dirty rags, Sulfur-containing rubber, or any other foreign matter.

Packaging or Materials of Construction: Any containers used to store sodium chlorite solutions should be constructed of one of the following materials:

1. Fiberglass reinforced polyester with Hetron 922 resin or equivalent, color natural, with UV protection, and no internal insulation
2. High density polyethylene (HDPE)
3. Titanium.

GHS: PHYSICAL HAZARDS:

- Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer
- Corrosive to Metals - Category 1: May be corrosive to metals

Physical Hazards of Significance Not Mentioned in GHS Classification

- According to NFPA 400, this material is classified as a Class 2 Oxidizer
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter. Other incompatible materials which should be avoid which include oxidizers, reducing agents, and combustible materials.

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

AKTA Klor 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

REGULATORY EXPOSURE LIMIT(S):

This product does not contain any components that have regulatory occupational exposure limits (OEL's).

NON-REGULATORY EXPOSURE LIMIT(S):

This product does not contain any components that have advisory (non-regulatory) occupational exposure limits (OEL's); however, the manufacturer has established internal Recommended Exposure Level(s) [REL(s)] as noted below.

Recommended Exposure Limits (REL's) are non-regulatory occupational exposure limits the manufacturer has established based on health effects data.

Component	OXY REL 8 hr TWA	OXY REL STEL	OXY REL Ceiling
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	1 mg/m ³	Not applicable	Not applicable

ENGINEERING CONTROLS: Use only in well-ventilated areas. Provide local exhaust ventilation where vapor, mist or aerosols may be generated. Where sodium chlorite dust may be present, ventilation of the work area should be accomplished as necessary to maintain concentrations in air below 1 mg/m³.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear chemical safety goggles. Where splashing or spraying is possible, use a face-shield in addition to chemical protective goggles. Provide an emergency eyewash fountain and quick drench shower in the immediate work area.

Skin and Body Protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with water, and launder clothing before reuse or dispose of properly. Leather gloves and leather boots should not be allowed in work area. Clothing should be rinsed with water before disposal.

Hand Protection: Wear appropriate chemical resistant gloves. Consult a glove supplier for assistance in selecting an appropriate chemical resistant glove.

Protective Material Types: Neoprene.

Respiratory Protection: A NIOSH approved full-face respirator equipped with N95 (dust, fume, mist) cartridges may be permissible when symptoms have been observed that are indicative of overexposure. If chlorine or chlorine dioxide is present, an acid gas cartridge is also required. An approved self-contained breathing apparatus operated in the pressure demand mode or an airline respirator with escape pack is required when an air purifying respirator is not adequate or for spills / emergencies of unknown concentrations. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

HYGIENE MEASURES: Obtain proper training prior to use. An emergency eyewash fountain and quick drench shower should be provided in the immediate work area. Good housekeeping practices are important where sodium chlorite is used. All spills should be contained and immediately recovered or flushed with water into a chemical sewer or a segregated holding tank or pond provided for the specific purpose of neutralization. Sodium chlorite must never be flushed to sanitary sewer or other outlet connecting to waterways to uncontrolled runoff streams. Contact local and federal authorities for applicable regulations. Recovered sodium chlorite from a spill should never be reintroduced into the process due to the high probability of contamination.

AKTA Klor 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear to slightly yellow liquid
Physical State:	Liquid
Color:	Pale, yellow
Odor:	Slight chlorine odor
Melting Point/Range:	Not applicable to liquids
Freezing Point/Range:	No data available
Boiling Point °C	102.0 °C
Boiling point / boiling range	215.6 - 233.6 °F (102 - 112 °C)
Lower Flammability Level (air):	Not flammable
Upper Flammability Level (air):	Not flammable
Explosion limits:	Not applicable
Flash point:	Not applicable
Auto-ignition Temperature:	Not applicable
Decomposition Temperature:	Not applicable
pH:	>12 @ 25°C
Kinematic viscosity	No data available
Water Solubility:	Soluble
Partition Coefficient (n-octanol/water):	No data available
Vapor Pressure:	No data available
Density:	10.2 lbs/gal @ 25°C
Relative Density:	No data available
Relative Density/Specific Gravity (water=1):	1.1 to 1.3 @ 25°C
Vapor Density (air=1):	No data available
Particle Size Distribution:	Not applicable
Other Information	
Molecular Formula:	NaClO ₂
Chemical Family:	Sodium Chlorite Solution
Molecular Weight:	90.45
Explosive properties:	This product becomes a fire or explosive hazard if allowed to dry.
Oxidizing properties:	Oxidizing agent. Dry sodium chlorite is a strong oxidizing agent.
Crystallization Temperature:	-8°C (17.6°F)
Volatility:	59-85% by volume

SECTION 10. STABILITY AND REACTIVITY

Chemical Stability: Stable at normal temperatures and pressures.

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

Reactivity: Not reactive under normal temperatures and pressures.

Possibility of Hazardous Reactions: Avoid heat, flames, sparks, and other sources of ignition. Avoid evaporation to dryness. Dried material can ignite upon contact with combustibles. Avoid contamination with foreign materials. Avoid exposure to sunlight or ultraviolet light.

Conditions to Avoid (e.g., static discharge, shock, or vibration): Avoid mechanical shock or impact, if contaminated.

Incompatible Substances: Acids, Reducing agents, Combustible material, Oxidizing agents, Hypochlorite, Organic solvents and compounds, Garbage, Dirt, Organic materials, Household products, Chemicals, Soap products, Paint products, Vinegar, Beverages, Oils, Pine oil, Dirty rags, Sulfur-containing rubber, or any other foreign matter.

Hazardous Decomposition Products: Chlorine dioxide is formed on contact with acids, chlorine, and hypochlorite. Thermal decomposition products include chlorine and oxides of sodium.

Hazardous Polymerization: Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

POTENTIAL HEALTH EFFECTS:

ACUTE TOXICITY:

Eye contact: Causes serious eye damage. Eye exposures may cause burns to the eye lids, conjunctivitis, corneal edema, and corneal burn. May cause permanent eye damage including blindness. Significant and prolonged contact may cause damage to the internal eye structures.

Skin contact: Causes severe skin burns and eye damage. May cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third-degree burns. Acute dermal toxicity was dependent on the product concentration and its physical state. The most concentrated existing form (80%) induced severe cutaneous reactions and necrosis, which may have enhanced the irritant properties and systemic availability of the product leading to an LD50 of 134 mg/kg body weight. Conversely, the 31% solution induced at most mild skin irritation thus limiting the systemic passage of the product to the blood and leading to an LD50 higher than 2000 mg/kg body weight. Dermal absorption of a 30% liquid solution ranges approximately 5 - 10%.

Inhalation: Inhalation may cause coughing, irritation (possibly severe), redness of upper and lower airways, shortness of breath, chemical burns, and possibly pulmonary edema. Pulmonary edema may develop several hours after a severe acute exposure.

Ingestion: Harmful if swallowed. Ingestion may cause irritation, nausea, and vomiting. Causes significant metabolic issues through oxidation. May induce methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

CHRONIC TOXICITY:

Sodium chlorite has produced hemolytic anemia in several animal species at concentrations of 100 mg/L or higher. In a sub-chronic study using rats, hematological alterations included decreased erythrocyte counts, hemoglobin levels, and hematocrit. Methemoglobin levels decreased in females but increased in males. There is no evidence of kidney

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

effects in humans; however, in animal studies with sodium chlorite, there is limited evidence of kidney effects. Repeated and prolonged skin contact may result in dermatitis.

SIGNS AND SYMPTOMS OF EXPOSURE:

Signs and symptoms of exposure vary, and are dependent on the route of exposure, degree of exposure, and duration of exposure.

Inhalation (Breathing): Breathing (Inhalation): Inhalation of airborne material may cause irritation, redness of upper and lower airways, coughing, laryngeal spasm and edema, shortness of breath, bronchi-constriction, and possible pulmonary edema. Severe and permanent scarring may occur. The pulmonary edema may develop several hours after a severe acute exposure.

Skin: Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second-, or third-degree burns.

Eye: Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eyelids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to internal eye structures.

Ingestion (Swallowing): Ingestion: Exposure by ingestion may cause irritation, nausea, and vomiting. Oxidation may cause significant metabolic issues such as: methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

Interaction with Other Chemicals Which Enhance Toxicity: Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

GHS HEALTH HAZARDS:

GHS: CONTACT HAZARD - SKIN: Category 1B - Causes severe skin burns and eye damage

GHS: CONTACT HAZARD - EYE: Category 1 - Causes serious eye damage

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

GHS: ACUTE TOXICITY - DERMAL: Category 5 - May be harmful in contact with skin

GHS: TARGET ORGAN TOXICITY (REPEATED EXPOSURE):

Category 2 - May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route

TOXICITY DATA:**PRODUCT TOXICITY DATA:**

LD50 Oral: 389 - 1800 mg/kg (Rat)	LD50 Dermal: > 2 gm/kg skin-rabbit	LC50 Inhalation: 0.58 mg/L (4 hr-Rat)
---	--	---

COMPONENT TOXICITY DATA: The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given

Component	Oral LD50	Dermal LD50	Inhalation LC50
Sodium Chlorite 7758-19-2	165 mg/kg (Rat)	107.2 mg/kg (Rabbit)	230 mg/m ³ (4-h Rat)
Sodium Chloride 7647-14-5	3 g/kg (Rat)	>10000 mg/kg (Rabbit)	>42 mg/L (1-h Rat)
Sodium Chlorate 7775-09-9	4950 mg/kg (Rat) 6250 mg/kg (Rat)	>2000 mg/kg (Rabbit)	>5.59 mg/L (4.5-h Rat)

AKTA Klor 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

EYE IRRITATION/CORROSION: The product is classified as causing serious eye damage (Category 1, H318), according to criteria of the GHS.

SKIN IRRITATION/CORROSION: This product is classified as causing severe skin burns (Category 1B, H314), according to GHS classification criteria.

SKIN ABSORBENT/DERMAL ROUTE: Yes.

May be harmful in contact with skin. Dermal absorption of a 30% liquid solution ranges approximately 5 - 10%.

RESPIRATORY OR SKIN SENSITIZATION: Not classified as a skin or respiratory sensitizer per GHS criteria.

CARCINOGENICITY: There is inadequate evidence for the carcinogenicity of sodium chlorite in experimental animals. No data were available from studies in humans on the carcinogenicity of sodium chlorite. This product is not classified as a carcinogen by NTP, IARC or OSHA. Not classified as a carcinogen per GHS criteria.

SPECIFIC TARGET ORGAN TOXICITY (Single Exposure): The substance is not classified as a specific target organ toxicant after single exposure per GHS criteria.

SPECIFIC TARGET ORGAN TOXICITY (Repeated or Prolonged Exposure): This product is classified as GHS Category 2 - May cause damage to cardiovascular system, blood, spleen, digestive system, and stomach through prolonged or repeated exposure via oral route.

INHALATION HAZARD: Inhalation is not likely from vapors due to low vapor pressure; however, if mists are inhaled may cause respiratory tract irritation. Its action in the respiratory tract is due to its strong oxidizing capability. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to mists.

GERM CELL/IN-VITRO MUTAGENICITY: Not classified as a mutagen per GHS criteria. Sodium chlorite has tested positive in some studies. The significance of these test results for human health is unclear because the oxidizing effects of the chlorite or salting effects of sodium may significantly affect the ability of the tests to accurately detect mutagens.

REPRODUCTIVE TOXICITY: Not classified as a reproductive toxin per GHS criteria. There is limited evidence of male reproductive effects in animal studies.

DEVELOPMENTAL TOXICITY: Not classified as a developmental or reproductive toxin per GHS criteria. Observations in animal studies include decreased serum levels of thyroid hormones in offspring.

ASPIRATION HAZARD: Not classified as an aspiration hazard per GHS criteria.

TOXICOKINETICS: The time taken to absorb 50% of the dose for sodium chlorite was 3.5 ± 1.06 hours. The absorption rate constant was 0.198 ± 0.06 /hour. The time taken to eliminate 50% of the dose from the plasma when detected as ^{36}Cl was 35.2 ± 3.0 hours. After 72 h, radioactivity from chlorite was found at the highest level in the plasma, followed by stomach, testes, skin, lung, duodenum, kidney, carcass, spleen, ileum, bone marrow and liver. In blood, chlorite levels were distributed evenly between plasma and packed cells. For sodium chlorite, 87 and 13% of initial dose ($^{36}\text{-Cl}$) was found in urine and feces, respectively. $^{36}\text{-Cl}$ was not detected in expired air throughout the 72-hour time period. Chloride, chlorite, and chlorate were found in rat urine 72 hours after the administration. The major metabolite was chloride, representing 31.6% of the initial dose of chlorite.

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

METABOLISM: May metabolize to form elevated chloroform levels in the liver and brain but not in blood.**BIOLOGICAL DISTRIBUTION:** See Toxicokinetics above.**PATHOGENICITY AND ACUTE INFECTIOUSNESS (ORAL, DERMAL, AND INHALATION):** Not applicable.

ENDOCRINE DISRUPTOR: Sodium chlorite is listed on The Endocrine Disruptors Exchange's (TEDX) List of Potential Endocrine Disruptors database of chemicals with the potential to affect the endocrine system. Every chemical on the TEDX List has one or more verified citations published, accessible, primary scientific research demonstrating effects on the endocrine system.

NEUROTOXICITY: Not Available.**IMMUNOTOXICITY:** Not available.**Health Hazards of Significance Not Mentioned in GHS Classification**

- May be harmful in contact with skin
- Potential endocrine disruptor

SECTION 12. ECOLOGICAL INFORMATION**ECOTOXICITY (EC, IC, and LC):****Ecotoxicity - Available LOEL Data for Components:** No data available for product itself

Component	Freshwater Fish	Invertebrate Toxicity	Algae Toxicity	Other Toxicity
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	*LC50 Brachydanio rerio: 100 - 500 mg/L 96h static *LC50 Lepomis macrochirus: 100 mg/L 96h static *LC50 Oncorhynchus mykiss: 100 mg/L 96h static	*EC50 Daphnia magna: 0.012 - 0.018 mg/L 48h *EC50 Daphnia magna: 0.25 - 0.33 mg/L 48h *EC50 Daphnia magna: 0.026 mg/L 48h	No data available	No data available
Sodium Chlorate 7775-09-9 (< 0.5 %)	*LC50 Pimephales promelas: 13500 mg/L 96h *LC50 Oncorhynchus mykiss: 1750 mg/L 96h *LC50 Cyprinus carpio: 7090 mg/L 96h	No data available	No data available	*LC50 Eisenia foetida (14 Days soil dry weight) >750 mg/kg

Aquatic Toxicity:LC50 Rainbow trout = 290 mg/l as 80% NaClO₂ (96 hour)LC50 Bluegill = 265-310 mg/l as 80% NaClO₂ (96 hour)

LC50 Sheepshead minnow = 62-90 ppm (96 hour)

Invertebrate Toxicity:

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

LC50 Daphnia Magna = 0.29 mg/L as 80% NaClO₂ (48 hour)

Other Toxicity:

LD50 Mallard duck = 0.49-1.00g/kg as 80% NaClO₂ (gavage)

LD50 Bob White quail = 0.39 - 0.66 g/kg as 80% NaClO₂ (gavage)

Sodium chlorite in the diet of birds was not acutely toxic. Eight-day dietary LC50's in the Mallard duck and Bob White quail were > 5,000 ppm

FATE AND TRANSPORT:

PERSISTENCE: This material will eventually degrade to sodium chloride.

BIODEGRADATION: This material is inorganic and not subject to biodegradation; however, chlorite ions are reduced by some bacteria under anaerobic conditions. Sodium chlorite is a strong oxidizing agent and under proper reducing conditions is readily reduced to chloride, and to a lesser extent, chlorate. In strong acidic conditions, chlorite can change into chlorine dioxide.

BIOCONCENTRATION: This material will not bioaccumulate.

BIOACCUMULATIVE POTENTIAL: Bioaccumulation in aquatic species test does not need to be conducted as the substance has a low potential for bioaccumulation (a log Kow < 3) and is an inorganic substance.

MOBILITY IN SOIL: Not applicable.

PBT and vPvB assessment: Not applicable.

SECTION 13. DISPOSAL CONSIDERATIONS

Waste from material:

Dispose in accordance with all applicable regulations. Do not put product, spilled product, or filled or partially filled containers into the trash or waste compactor. Contact with incompatible materials could cause a reaction and fire. Contact Technical Service to obtain neutralization instructions. Sodium chlorite is toxic to fish and aquatic organisms. Keep out of water supplies and sewers. If sodium chlorite is spilled or becomes a waste, it must be disposed of in accordance with local, state, and Federal regulations by a NPDES permitted out-fall or in a permitted hazardous waste treatment, storage, and disposal facility.

Container Management:

Containers are non-refillable. Do not reuse or refill containers. Offer for recycling if available. Offer for reconditioning if appropriate. Triple rinse or pressure rinse container promptly after emptying. Triple rinse containers 5-gallons or smaller as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full of water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Triple rinse containers larger than 5 gallons as follows: Empty remaining contents into application equipment or a mix tank. Fill the container ¼ full of water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Pressure

AKTA Klor 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse about 40 PSI for at least 30 seconds. Drain for 10 seconds, after the flow begins to drip. Container rinsate must be disposed of in compliance with applicable regulations.

Contaminated Material:

Dispose according to appropriate regulations.

SECTION 14. TRANSPORT INFORMATION**LAND TRANSPORT****U.S. DOT 49 CFR 172.101:**

UN NUMBER: UN1908
PROPER SHIPPING NAME: Chlorite solution
HAZARD CLASS/ DIVISION: 8
PACKING GROUP: II
LABELING REQUIREMENTS: 8
Special provisions for transport: A3; A7; B2; IB2; N34; T7; TP2; TP24.
Packaging Exceptions 154.
Non-bulk Packaging: 202.
Bulk Packaging: 242.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

UN NUMBER: UN1908
SHIPPING NAME: Chlorite solution
CLASS OR DIVISION: 8
PACKING/RISK GROUP: II
LABELING REQUIREMENTS: 8

MARITIME TRANSPORT (IMO / IMDG)

UN NUMBER: UN1908
PROPER SHIPPING NAME: Chlorite Solution
HAZARD CLASS / DIVISION: 8
Packing Group: II
LABELING REQUIREMENTS: 8
MARINE POLLUTANT: Marine Pollutant

AIR TRANSPORT (ICAO / IATA)

Special Instructions CAO: IATA Certificate for shipping personnel is required

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

AKTA KLOR 25

SDS No.: M47030
Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024
Rev. Num. 03

SECTION 15. REGULATORY INFORMATION**U.S. REGULATIONS****OSHA REGULATORY STATUS:**

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

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

Not regulated.

SARA EHS Chemical (40 CFR 355.30)

Not regulated.

SARA HAZARD CATEGORIES ALIGNED WITH GHS (2018):

Health Hazard - Acute Toxin (any route of exposure)

Health Hazard - Skin Corrosion or Irritation

Health Hazard - Serious eye damage or eye irritation

Health Hazard - Specific Target Organ Toxicity (STOT) Repeat Exposure (RE)

Health Hazard - HNOC

Physical Hazard - Oxidizer (liquid, solid or gas)

Physical Hazard - Corrosive to Metal

EPCRA SECTION 313 (40 CFR 372.65):

Not regulated.

DEPARTMENT OF HOMELAND SECURITY (DHS)- Chemical Facility Anti-Terrorism Standards (6 CFR 27):

Not likely to be regulated based on composition level of component below in formulation

Component	DHS-Security Issues	DHS-Sabotage Screening Threshold Qty.	DHS-Sabotage Min. Conc.	DHS-Theft Screening Threshold Qty.	DHS-Theft Min. Conc.	DHS-Release Screening Threshold Qty.	DHS-Release Min. Conc.	OWC Toxic Chemicals
Sodium Chlorate 7775-09-9 (>0.5)	Theft - Explosives/Im provided Explosive Device Precursors	Not Listed	Not Listed	400 lb STQ	a commercial grade	Not Listed	Not Listed	Not Listed

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

Not regulated.

FIFRA REGULATIONS: Registered pesticide under 40 CFR 152.10, Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). EPA Reg. No. 21164-6 (Akta Klor 25).

FIFRA LABELING REQUIREMENTS: - This chemical is a pesticide product registered by the United States Environmental Protection Agency (EPA) and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

AKTA Klor 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

- FIFRA Signal Word - DANGER
- Corrosive
- Causes irreversible eye damage and skin burns
- Harmful if inhaled
- Harmful if swallowed or absorbed through skin
- Avoid breathing vapor or spray mist
- Do not get in eyes, on skin, or on clothing
- This product is toxic to fish and aquatic organisms
- This product becomes a fire or explosive hazard if allowed to dry. Dry sodium chlorite is a strong oxidizing agent
- Mix only into water
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion
- Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter

FDA: This material has Generally Recognized As Safe (GRAS) status under specific U.S. Food and Drug Administration (FDA) regulations. Additional information is available from the Code of Federal Regulations, which is accessible on the FDA's website. Only food grade product is guaranteed to be produced under all current Good Manufacturing Practices (cGMP) requirements as defined by the FDA. Food grade product is produced in a facility that is accredited as a Safe Quality Food (SQF) Level 2 Facility, certified under the Global Food Safety Initiative (GFSI), and meets the Food Chemical Codex (FCC) requirements

EPA'S CLEAN WATER AND CLEAN AIR ACTS:

Component(s) not listed on impacted regulatory lists.

NATIONAL INVENTORY STATUS**U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):**

Component	TSCA Inventory	TSCA ACTIVE LIST	TSCA 12(b)	TSCA/Section 4	TSCA/Section 5	TSCA/Section 6	TSCA/Section 8
Sodium Chlorite 7758-19-2 (24.25 - 25.75%)	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not Listed	Not listed
Sodium Chloride 7647-14-5 (1 - 5%)	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not Listed	Not listed
Sodium Chlorate 7775-09-9 (< 0.5%)	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not Listed	Not listed

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

Component	DSL	NDSL
Sodium Chlorite 7758-19-2 (24.25 - 25.75%)	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5%)	Listed	Not Listed
Sodium Chlorate 7775-09-9 (< 0.5%)	Listed	Not Listed

STATE REGULATIONS

California Proposition 65:

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

This product and its ingredients are not listed on the California Governor's current list of Carcinogens, Reproductive Toxicants, and/or Candidate Carcinogens (Proposition 65), but it may contain trace amounts of impurities that are listed. For additional information, contact OxyChem Customer Relations.

Component	U.S. - California Proposition 65 - Carcinogens List	CA - Prop. 65 - Teratogen	California Proposition 65 - GRT List - Male reproductive toxin	California Proposition 65 - GRT List - Female reproductive toxin	Massachusetts Right to Know - Hazardous Substances List	Rhode Island Right to Know - Hazardous Substances List
Sodium Chloride 7758-19-2 (24-25 > 25-75 %)	Not listed	Not listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5 %)	Not listed	Not listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chlorate 7775-09-9 (< 0.5 %)	Not listed	Not listed	Not Listed	Not Listed	Listed	Listed

Component	New Jersey Right to Know - Hazardous Substances List	New Jersey Special Health Hazards - Substance List	New Jersey Environmental - Hazardous Substance List	Pennsylvania Right to Know - Hazardous Substances List	Pennsylvania Right to Know - Special Hazardous Substances	Pennsylvania Right to Know - Environmental Hazard List
Sodium Chloride	1689	corrosive; reactive - second degree	Not Listed	Listed	Not Listed	Not Listed
Sodium Chloride	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chlorate	1688	reactive - second degree	Not Listed	Listed	Not Listed	Not Listed

CANADIAN REGULATIONS

This product has been classified in accordance with the hazard criteria of the Workplace Hazardous Materials Information System (WHMIS 2015) which includes the amended Hazardous Products Act (HPA) and the Hazardous Product Regulations (HPR).

Canadian Federal Regulation Status: All components are listed or exempt

Component	Canada - CEPA - Schedule 1 - List of Toxic Substances	Canada - NPRI	Canada - CEPA - Greenhouse Gases (GHG) Subject to Mandatory Reporting	Canadian Chemical Inventory	NDSL
Sodium Chloride 7758-19-2 (24-25 > 25-75 %)	Schedule 1, Part 3 Substance	Not Listed	Not Listed	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5 %)	Not listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chlorate 7775-09-9 (< 0.5 %)	Not listed	Not Listed	Not Listed	Listed	Not Listed

SECTION 16. OTHER INFORMATION

Prepared by: Occidental Chemical Corporation - HES&S Product Stewardship Department

Rev. Date: 18-Apr-2024

Reason for Revision:

- Updated Company's logo in SDS header

AKTA KLOR 25

SDS No.: M47030

Supersedes Date: 2020-01-September

Rev. Date: 18-Apr-2024

Rev. Num. 03

-
- Emphasis placed on Physical Hazards of Significance Not Mentioned in GHS Classification: SEE SECTION 2
 - Revised precautionary phrases to be in compliance with GHS Revision 9
 - Updated First Aid Measures: SEE SECTION 4
 - Updated Transportation Information: SEE SECTION 14
 - Updated Canadian Regulatory information: SEE SECTION 15
 - Revised Important Statement: SEE SECTION 16
 - SDS format adopts revisions to the Hazardous Products Regulations (HPR) to include revisions to "Section 9: Physical and chemical properties" and ensures classification with at a minimum the seventh revised edition of GHS and certain elements from the eighth revised edition (Revision 8)

IMPORTANT:

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

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

End of Safety Data Sheet



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Marsh USA, LLC PHONE (A/C, No, Ext): 1-866-966-4664 E-MAIL ADDRESS: Newyork.Certs@marsh.com FAX (A/C, No): 212-948-0500
INSURED Xylem, Inc. 310 Waters St SE Washington, DC 20003	INSURER(S) AFFORDING COVERAGE INSURER A: AIU Insurance Co. INSURER B: National Union Fire Insurance Company of Pittsburgh INSURER C: Allianz Global Risks US Insurance Company INSURER D: INSURER E: INSURER F:
CN108453421-STND-GAWUe-24-25	NAIC # 19399 19445 35300

COVERAGES

CERTIFICATE NUMBER:

NYC-011907579-03

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3609404	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 SIR: \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			3135727 (AOS) 3135728 (MA)	10/31/2024 10/31/2024	10/31/2025 10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USL00109924	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14111904 (AOS) 14111907 (WI) 14111905 (CA) 14111906 (OR)	10/31/2024 10/31/2024 10/31/2024 10/31/2024	10/31/2025 10/31/2025 10/31/2025 10/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	AUTO BUFFER - EXCESS FOR AUTO ONLY			42-XSF-326265-03	10/31/2024	10/31/2025	LIMITS: \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: WTP2 Chemical Feed Improvements Chlorine Dioxide Generator Conversion 5-C-026-20

City of Olathe, KS is included as additional insured (except Workers Compensation) as required by written contract. Waiver of Subrogation is applicable where required by written contract and as permissible by law. Please see Acord 101.

CERTIFICATE HOLDER

CANCELLATION

City of Olathe, KS 1385 S Robinson Drive Olathe, KS 66051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	---

AGENCY CUSTOMER ID: CN108453421

LOC #: New York

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH USA, LLC		NAMED INSURED Xylem, Inc. 310 Waters St SE Washington, DC 20003
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Each of the insurance policies referenced above provides that should such policy be cancelled by the insurer before the expiration date thereof for any reason other than nonpayment of premium, the insuring company will endeavor to mail 30 days written notice thereof to the certificate holder (except 10 days for non-payment of premium), but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer or its agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy.

PLEASE READ

Evoqua Water Technologies LLC (FEIN 80-0909020) is a single member LLC “Disregarded Entity” for Federal income tax purposes. When completing the form W-9 we are required to reflect, on line 1 and Part I, the information of the owner of Evoqua Water Technologies LLC.

The owner of Evoqua Water Technologies LLC is EWT Holdings III Corp. whose FEIN is 46-4091238. EWT Holdings III Corp. is a holding company with no operations.

This presentation on the form W-9 is solely for Federal income tax purposes and has no effect on your commercial relationship with Evoqua Water Technologies LLC. For all purposes, other than Federal income tax, you are dealing with the legal entity Evoqua Water Technologies LLC (FEIN is 80-0909020). The W-9 and the information presented therein has no impact on, amongst other things, your contractual relationship with Evoqua Water Technologies LLC; purchase orders; sales tax determinations; employment matters; banking; or import/export matters.

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above
Evoqua Water Technologies LLC (a single member LLC and disregarded entity)

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

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **E**

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

5 Address (number, street, and apt. or suite no.) See instructions.
2650 Tallevast Road

6 City, state, and ZIP code
Sarasota, Florida 34243

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	6	-	4	0	9	1	2	3	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ► *JEMalcolm Jr*

Date ► *1/2/2024*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.