Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com

UnivarSolutions
Innovate. Grow. Together.

February 16, 2023

Bay Area Clean Water Agencies

RE: Bid for Citric Acid, BACC Bid No. 05-2023

To Whom it may concern:

Univar Solutions USA Inc. is pleased to offer a price quote on your ITB due Thursday, February 23, 2023, and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennifer Perras

Municipal Specialist
Western Region
Univar Solutions USA Inc.
Muniteam-west@univarsolutions.com
www.univarsolutions.com

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

UnivarSolutions
Innovate. Grow. Together.

CERTIFICATE OF ASSISTANT SECRETARY

I, Julie Halperin, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.

2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to $2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager
Victoria Meakim - Municipal Specialist
Roise Holiday- Municipal Specialist
Jennifer Perras - Municipal Specialist
Shelley Stevens - Municipal Specialist
Stacy Ziegler- Municipal Specialist
Raven Claudio - Municipal Specialist
Ileana Caballero – Municipal Specialist

IN WITENESS WHEREOF, I have executed this Certificate of Assistant Secretary of the Company this 14th day of February 2023.

Julie Halperin, Assistant Secretary

State of Illinois)
)
County of DuPage)

This Certificate of Secretary was signed and sworn to before me on this 14th day of February 2023 by Julie Halperin, Assistant Secretary of Univar Solutions USA Inc.

Seal

SANEMA GORODETSKY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 25, 2026

Sanema Gorodetsky
Notary Public
My commission expires July 25, 2026

Univar Solutions USA Inc.
2461 Crocker Circle
Fairfield, CA 94533

T 408-435-8700
F 408-435-1735
800-659-5908
www.univarsolutions.com

UnivarSolutions
Innovate. Grow. Together

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:00 am – 5:00 pm (PST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency – 24-hour response:

Jennifer Bernhard - (650) 216-8909 (cell)
Brian Wills- (650) 670-7267 (cell)
CS Afterhours/emergency number: 480-573-4726

For Chemical Related Emergencies: ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (800) 659-5908
Office Fax: (408) 435-1735
Customer Service: (800) 659-5908 CustSolWR@univarsolutions.com

Sales Contact:

Danielle Pruett
Sales Account Manager
Phone: 559-365-0273
Danielle.Pruett@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar Solutions USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam-west@univarsolutions.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarsolutions.com

Roise Holiday
Municipal Specialist
(253) 872-5068
(253) 872-5041
Roise.Holiday@univarsolutions.com

Stacy Ziegler
Municipal Specialist
(253) 872-5023
(253) 872-5041
Stacy.ziegler@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
(253)872-5052
(253) 872-5041
Shawnasey.mccarthy@univarsolutions.com

Remittance Address:
Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information

Standard Payment Terms:
Net 30 days

Univar Solutions

Innovate. Grow. Together.

Mission Statement

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar USA Inc. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business processes and its total quality process.

Statement of Core Values

- *Safety: Safety is the first priority, the most important aspect of our work.*
- *Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.*
- *Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.*
- *Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.*
- *Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.*
- *Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.*

Univar Solutions USA Inc.
Supplier Information
Company Overview

Univar is a leading global distributor of industrial and specialty chemicals, with an extensive network of over 260 distribution facilities in North America, Europe, the Asia-Pacific region, and Latin America, and additional sales offices in Eastern Europe, the Middle East, and Africa.

We serve over 115,000 customers in more than 115 countries, representing nearly every major industry and a highly diverse set of end markets.

We source chemicals from more than 3,500 producers, including the premier global chemical manufacturers, and distribute more than 4,500 chemical products in over 110,000 stock keeping units.

In addition to our vast product offering, we provide important value-added services for our customers and suppliers, including:

- Product availability and inventory management
- Product specification and technical expertise
- Blending and mixing
- Repackaging and labeling
- Just-in-time delivery
- Vendor rationalization programs
- Waste management

Our scale, geographic reach, diversified distribution channels, industry expertise, and comprehensive product portfolio enable us to develop strong, long-term relationships with our suppliers and to provide a single-source solution for our customers.

As a world leader in chemical distribution, Univar is committed to being a responsible corporate citizen with a global focus on safety, health, the environment, and sustainability.

6 Pages

UnivarSolutions

Innovate. Grow. Together.

Univar Solutions USA Inc.
Quality Assurance Statement

Univar USA Inc. ("Univar") offers this statement in regards to those quality measures it takes to provide quality products to you, its customer.

- Univar provides products that meet the manufacturer's specifications.
- Univar retains packaging samples and quality-related documents in accordance with its record retention program, which specifically calls for the retention of FDA regulated samples, and quality-related documents for three (3) years and EP samples and quality-related documents for six (6) years.
- Under Univar's Management of Change process, Univar forwards notices from a product's manufacturer related to ingredients, changes in processing sites, and manufacturing processes in a timely manner.
- Univar has a formalized recall process and provides notice of any known recalls or other matters that come to its attention that may directly or indirectly impact a product.
- Univar's quality control, employee training, and Safety, Health & Environmental programs meet industry standards.
- Univar develops, and maintains operational plans to meet, all federal, state, and local laws, rules, and regulations related to the packaging, storing, and distribution of products.
- Univar has facilities in the U.S. that are ISO 9001:2008 registered, including Univar's corporate office.
- Univar's facilities that handle FDA regulated product meet FDA cGMP standards.
- Univar's computer systems maintain various security controls to ensure proper management of information.

For food grade and pharmaceutical grade products:

- Univar treats FDA products under cGMP standards.
- Univar maintains strict laboratory controls, including Out of Specification ("OOS").
- Univar has a formal complaint process for all FDA regulated products.
- Univar performs bi-annual audits on its food grade packaging facilities to ensure quality and safety.
- Univar FDA packaging facilities and processes meet 21 CRF Part 210.
- Univar packages, stores, and transports under cGMP standards.
- Univar provides a Certificate of Analysis ("COA") with each shipment.
- Univar performs stability testing on all FDA Univar-packaged products.
- Univar maintains master files and individual batch files for all lots of FDA Univar-packaged products allowing full traceability.
- Univar assigns unique lot numbers and sequential numbers to its FDA Univar-packaged products.

Univar USA Inc

UnivarSolutions

Univar Solutions USA Inc.
Delivery &Supply Assurance

In the event of an emergency situation such as a hurricane or other natural disaster, Univar's municipal water and wastewater accounts are given priority service over industrial customers.

Univar USA, Inc., has 124 locations across the US with thousands of trucks, 39 million gallons of bulk storage and over 10 million square feet of warehouse storage.

Our trucks are equipped with power and do not need electricity to deliver.

Our drivers are trained each year in spill control and containment, hazardous communication and modules of the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

BAY AREA CHEMICAL CONSORTIUM

REQUEST FOR BIDS
BID NO. 05-2023

FOR SUPPLY AND DELIVERY OF CITRIC ACID

BID DUE DATE: 4:00 P.M. PT, Thursday, February 23, 2023
BID OPENING DATE: 4:00 P.M. PT, Thursday, February 23, 2023

Coordinating Agency:
Bay Area Clean Water Agencies

TABLE OF CONTENTS

	Page No.
Notice Inviting Sealed Bids	3
Section I – General	
1. General Provisions	5
2. Instructions to Bidders	5
3. Special Instructions to Bidders	11
4. Terms and Conditions	15
Section II – Technical Specifications	
1. Product Technical Specifications	21
Section III – Participating Agencies	
1. Estimated Annual Quantities	24
2. Delivery Details	26
3. Contact List	28
Section IV – Bid Contract Documents	
1. Standard Agreement	31
2. Non-Collusion Affidavit	33
3. Bid Form and Worksheet	35

NOTICE INVITING SEALED BIDS
FOR SUPPLY AND DELIVERY OF CITRIC ACID
BAY AREA CHEMICAL CONSORTIUM (BACC)
BID NO. 05-2023

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of CITRIC ACID. All sealed bids to be considered for this solicitation must be received via our electronic bid platform https://bacwa.org/bacc/ by **4:00 P.M. PT, Thursday, February 23, 2023.** Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail or by facsimile will not be accepted. BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, use the public Q&A Forum in our electronic bid system.

SECTION I

BAY AREA CHEMICAL CONSORTIUM
GENERAL
FOR BID NO. 05-2023
CITRIC ACID

BAY AREA CHEMICAL CONSORTIUM
REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF CITRIC ACID
BID NO. 05-2023

Sealed bids will only be received electronically via our electronic bid platform https://bacwa.org/bacc/ no later than **4:00 P.M. PT, Thursday February 23, 2023.**

1. GENERAL PROVISIONS

The Bay Area Chemical Consortium (BACC) is a cooperative group of public agencies each individually established under the laws of the State of California. For this particular bid solicitation, the participating member agencies include those listed in Section III-1, Estimated Annual Quantities. These participating BACC agencies, acting collectively through their authorized agents, are seeking competitive sealed bids for the supply and delivery of Citric Acid.

Sealed bids will only be received electronically via our electronic bid platform https://bacwa.org/bacc/ no later than 4:00 P.M. PT, Thursday February 23, 2023. Bids received after said date and time will not be considered under any circumstances.

BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

If you have any questions regarding this bid, please contact the BACC Coordinators via the electronic bid platform https://bacwa.org/bacc/ Q&A forum. Preliminary bid results will be available via our electronic bid platform shortly after the opening date and time.

2. INSTRUCTIONS TO BIDDERS

To receive consideration, bids must be made in accordance with the following instructions:

2.1 Bid Contract Documents

Bids must be submitted only using the forms provided in Section IV, Bid Contract Documents that includes the following: **Bid Form, Standard Agreement**, and **Non-Collusion Affidavit**, collectively, the bid contract documents. Bidder must submit bids price per unit of measure as specified via the electronic bid platform https://bacwa.org/bacc/. Do not submit the Worksheet. Bid prices submitted on Worksheet will NOT be accepted. All items in the bid contract documents must be filled out completely, signed and dated. The bid contract documents may be rejected if they show any omissions, alterations of form, the addition of

information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all of the following components of the bid contract documents:

- A completed and signed **Bid Form**, including all the attachments requested;
- A fully executed **Standard Agreement**, including references and acknowledgement of receiving any and all addenda, with any deviations duly noted;
- A fully executed **Non-collusion Affidavit**.
- The information required by Section 2.21 as referenced in the Bid Form.
- Name and address of any Third Party Hauler as required by Section 2.5 and the Bid Form, as well as the affidavit referenced in the Bid Form.

Bidder must submit bids price per unit of measure as specified via the electronic bid platform https://bacwa.org/bacc/ (Line Items section).

2.2 Estimated Quantity

The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating any participating BACC agency to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. All participating BACC agencies reserve the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased. For this particular bid solicitation, the estimated annual chemical quantity of each participating member agencies is listed in Section III-1, Estimated Annual Quantities.

2.3 Delivery Locations

The participating BACC agencies are grouped according to their location by relative geographic region. The bidder must quote uniform bid prices for deliveries made to each of the distinct geographic regions. For this particular bid solicitation, the distinct geographic regions for each agency are defined in Section III-1, Estimated Annual Quantities, as well as in Section III-2, Delivery Details.

2.4 Bid Pricing

All bids submitted must include a base unit price, FOB destination, for the chemical for each geographic region per paragraph 2.3 Delivery Locations. Bidders shall provide bid prices via the electronic bid platform https://bacwa.org/bacc/ including all costs associated with providing and delivering the chemical to the agency's facility, including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes except sales tax in effect at the time of delivery. Bids qualified by additional or conditional charges such CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed.

BACC agencies that use a chemical for treating water for resale may be exempt from paying sales tax, and it will be the responsibility of each BACC agency to notify the successful bidder if some or all of their purchases will be exempt from sales tax per paragraph 3.6 Taxes.

Bids that do not include unit prices for deliveries to each region shown on the bid form will be considered irregular and, at the option of BACC and the participating BACC agencies, may be eliminated from further consideration.

Any optional item will be shown as a separate line item in the electronic bid platform https://bacwa.org/bacc/ and bidders may, at their option, submit unit prices for the optional item. Bids that do not include unit prices for optional item will not be considered irregular and therefore such bids will not be rejected for that reason.

2.5 Bidder Qualifications

A qualified bidder is one determined by BACC and the participating BACC agencies to meet standards of business competence, reputation, financial ability, and product quality. A responsive bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the chemical, and any other requirement of the bid instructions. A responsible bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Bidders that intend to utilize a third-party hauling company for completing some or all of their deliveries must indicate the name and contact information of the third-party hauling company on the Bid Form. Before submitting a bid, the bidder must carefully examine and read all parts of the bid contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between the participating BACC agency and successful bidder (see paragraph 3.5 Purchase Orders / Contracts).

2.6 Authorized Signatory of Bid Contract Documents

The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.

2.7 References

The bidder must submit with the bid a list of a minimum of three references that have purchased similar chemicals and services from the bidder. The bidder must provide the company or agency name, contact name, and telephone number for each reference. Whenever possible, bidders should provide references for customers from the same geographic regions as the participating BACC agencies. Bidders may provide

references from BACC agencies. These references must be shown on the Standard Agreement contained herein.

2.8 Bid Submittal

Electronic bids will only be received via the electronic bid platform https://bacwa.org/bacc/ **by no later than 4:00 P.M. PT, Thursday, February 23, 2023**. Electronic bids shall contain all required attachments and information. Bidders must submit bids price per unit of measure as specified via the electronic bid platform https://bacwa.org/bacc/ (Line Item section). Bidders are cautioned that failure to comply may result in non-acceptance of the bid. Bids received after said date and time will not be considered under any circumstances. BACC will not be responsible for any delays or transmission errors. Bidder accepts all risks of late delivery of electronic bids. It is the bidder's responsibility to ensure that bid submitted is received by the electronic bid platform https://bacwa.org/bacc/ prior to scheduled bid opening. Any attachment will remain sealed and will not be opened until the appointed bid opening date and time. Bidders not receiving confirmation receipt should contact the electronic bid platform vendor https://bacwa.org/bacc/ to make sure that their electronic submittal has gone through.

2.9 Modification, Addenda, and Interpretations

Any explanation desired by the bidders regarding the meaning or interpretation of this particular bid solicitation including the bid contract documents must be requested via the electronic bid platform Q&A Forum at least five (5) business days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the BACC Coordinator via the electronic bid platform Q&A Forum. All changes to this particular bid solicitation document including the bid contract documents initiated by the BACC Coordinator will be through written addenda and furnished to all bidders via the electronic bid platform. Addendum will be issued no later than 72 hours before bid opening. Any written addendum issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged on the Standard Agreement form that each bidder submits. Failure to acknowledge any and all the addendum(s) on the Standard Agreement form may be cause for rejection of the bid.

2.10 Modification of Bids

A bidder may modify their bid via the electronic bid platform prior to the date and time of the bid opening. Modifications of any bid prices, terms and conditions must be electronically submitted via the electronic bid platform prior to the time of the bid opening. It shall be the responsibility of the respective bidder to determine if their written modification was received in time by electronic bid platform. BACC reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

2.11 Withdrawal of Bids

Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time) only via the electronic bid platform. The withdrawal request must be executed by the bidder or a duly authorized

representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

2.12 Proposed Deviations from the Specifications by the Bidder

Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder must be noted in detail on the Standard Agreement form, and a copy of the proposed specification must be attached to the Standard Agreement form at the time of submission. The absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's name should be clearly shown on each document. Each BACC agency will be responsible for individually accepting or rejecting any proposed deviations from the described specifications.

2.13 Competency of Bidders

Before any contract is awarded, the bidder may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder must have and maintain current any and all necessary licenses or certificates.

2.14 Rejection of Bids

The BACC and/or its individual agencies reserves the right to reject any and all bids and reserves the right to waive a bid deficiency or reject a bid for any reason, including but not limited to the following: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way. Bidders that plan to utilize a third-party hauling company that refused to deliver to one or more of the participating agencies in the past three (3) years will be rejected as non-responsive.

2.15 Opening Bids

A preliminary bid results showing apparent lowest bid will be available on the electronic bid platform shortly after the bid opening date / time.

2.16 Method of Award

Bids may be awarded to the lowest responsive and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to

reject any and all bids and to waive irregularities in said bids. The following is a non-exhaustive list of criteria that BACC may, in its sole discretion, consider in award of the bid:

a. Unit cost of the chemical
b. Product specifications
c. Warranties or standards of quality
d. Capabilities to deliver product throughout the contract term
e. Bidder's reputation, competency, and previous customer service record
f. Third party hauling company's reputation, competency, and previous customer service record (if applicable)
g. Fully executed non-collusion affidavit

2.17 Disqualification of Duplicate or Collusive Bidders

More than one bid proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the bid contemplated will cause rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, any and all bids may be rejected. Bidders must execute and submit with their bid the Non-Collusion Affidavit included in the bid document.

2.18 Identical Bids

In the case of tied or identical bids corresponding to the proposed unit costs, BACC reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in paragraph 2.16 Method of Award, then any additional costs described in the "Specific Deviations" such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Specific Deviations" still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Specific Deviations" will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then BACC will draw lots by placing the names of the tied bidders in a hat and drawing a name. If drawing lots is deemed necessary, BACC will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

2.19 Material Warranty

Before the bid is awarded and, if applicable, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all chemicals to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.

2.20 Bid Summary

Bid proposals will be summarized and reviewed with the BACC agencies following the bid opening. Bid summaries or tabulations will also be provided to the responsive bidders within ten (10) business days following the bid opening. After a careful review of the bids by each of the participating BACC agencies, bids may be awarded based on the criteria outlined in paragraph 2.16 Method of Award.

2.21 Manufacturer's Information

Bidders must submit with their bid contract documents the following:

a. In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals—Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance and a letter attesting to the affidavit's validity, a current printout from the ANSI accredited product certification organization is acceptable.

b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified.

c. Name and address of the chemical manufacturer.

d. Product Bulletin and Typical Properties.

e. Safety Data Sheet (SDS).

3. SPECIAL INSTRUCTIONS TO BIDDERS

3.1 Chemical Requirements

The chemical to be provided under the terms and conditions of this bid must meet the bid specifications described in the pages that follow.

3.2 Safety Requirements

The bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards, including compliance with any applicable State or local health order related to COVID-19 while they are on the premises of any BACC agency. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The BACC agencies reserve the right to individually refuse any shipment, at their sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the successful bidder's sole expense. If requested by a participating BACC agency, the successful bidder and/or the firm providing transportation of the chemical shall submit to a safety briefing at the BACC agency's site before commencing deliveries to the respective BACC agency. The successful bidder and/or the firm providing transportation of the chemical are required to comply with the site specific safety requirements of each participating BACC agency. Bidders should be aware that some BACC agencies do not allow smoking on site. Site safety requirements will be available for review during the bid period upon request to the BACC Coordinator. In addition, if requested by a participating BACC agency, the successful bidder and/or the

firm providing transportation of the chemical may be asked to review site safety materials and provide a signed acknowledgement of their receipt of the site safety materials.

3.3 Spillage

The successful bidder must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the bidder or their agents, the bidder and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the successful bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to the agency where the delivery is being made. The property of the agency where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, the agency will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the bidder or deducted from amounts owed. Chemicals must stay in the possession of the bidder and must not be unloaded until accepted by the participating BACC agency. All chemicals must be delivered in accordance with Department of Transportation regulations.

3.4 Chemical Orders

All orders placed throughout the contract period, as defined in paragraph 4.11 Term of Contract, will be initiated separately by each participating BACC agency, and each BACC agency will be responsible for the coordination of all aspects of those orders with the successful bidder. Inquiries in reference to individual orders during the contract period must be directed to the appropriate BACC agency.

3.5 Purchase Orders / Contracts

Individual purchase orders, purchase agreements, and / or contracts will be issued to the successful bidder by each participating BACC agency, and all chemical sales must be invoiced separately to the respective BACC agency. Each BACC agency may require additional contract requirements specific to the agency which are not included in this bid document and bidders need to contact the agencies for specific details and perform due diligence prior to submitting a bid. The contracted unit cost of the chemical is the awarded bid price. The successful bidder may seek a price increase for any nontrivial change requested by the participating BACC agency in the terms and conditions of the participating BACC agency's purchase order, purchase agreements, and / or contracts. The successful bidder may not change the price throughout the term of the contract unless by mutual written agreement between BACC agency and successful bidder per Section 4.4 Modification of Contract.

3.6 Taxes

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The participating

BACC agencies that provide potable and/or recycled water to customers will be responsible for providing the successful bidder with these certificates or letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. BACC agencies that do not notify the successful bidder that their agency is exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice. Chemicals purchased solely for the use in wastewater treatment and disposal facilities are subject to sales tax.

3.7 Delivery Requirements

Bidders are responsible for reviewing each of the listed delivery locations or geographic regions for each participating BACC agency and ensuring that their product can be delivered to each location prior to submitting a bid. Bidders that intend to utilize the services of a third party hauling company for some or all of their deliveries are responsible for ensuring that the hauler they have selected can and will deliver their product to each location listed in Section III-2, Delivery Details, and for submitting an affidavit pertaining to assurance with their bid. Failure to provide this assurance and submit an affidavit may be cause for rejecting their bid. Delivery bills of lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to a shipping manifest. Delivery times and dates must be coordinated between the successful bidder and each participating BACC agency on a schedule that meets the needs of the BACC agency, but at no time can a delivery occur more than seven (7) days after the order is placed unless the respective BACC agency requests a later delivery. No delivery can be made when a BACC agency representative is not on site. The successful bidder must notify the BACC agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date, unless delivery delays are the result of in-route transportation delays, then notification must be provided as soon as possible to inform the BACC agency of the anticipated delivery date and time. Persistently late or cancelled deliveries (defined as three or more over the contract period) may be used as a basis for contract termination. Failure to provide notice of late delivery as required by this section may also be a basis for contract termination. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful bidder at no cost to the BACC agency, and must be re-delivered by the bidder within 48 hours of the unacceptable delivery.

3.8 Force Majeure

Any bidder that anticipates a workforce interruption, including due to COVID-19 restrictions, or a production shutdown that could affect delivery of the chemical must fax or e-mail notifications to all participating BACC agencies to notify them of the potential interruption in deliveries. A telephone call must also be made to each BACC agency as a follow-up notification.

3.9 Safety Data Sheet (SDS)

Bidders must submit a Safety Data Sheet (SDS) for the product offered with the bid. The successful bidder must provide a new SDS for the chemical with the first delivery or if the SDS is modified during the contract term.

3.10 Payments

Payments for all chemicals will be made individually by each participating BACC agency thirty (30) days after receipt of a complete and accurate invoice. BACC itself does not have any legal authority to conduct business and therefore cannot be held responsible for the financial arrangements made between each individual BACC agency and the successful bidder. Cash discounts for early remittance of payment must be stated on the invoice, if applicable. The bidder is responsible for submitting accurate invoices to each BACC agency. The BACC agencies are not responsible for late payments resulting from the submission of inaccurate invoices. If bidder continues to submit inaccurate invoices after being put on notice by the BACC agency, the contract between the bidder and the BACC agency may be terminated.

3.11 Legislative Impacts

In the event the legislative body of any BACC agency fails to appropriate funds for the purchase of the chemical, the respective BACC agency may terminate such contract without penalty and thereupon be released of further obligation.

3.12 Subcontracting

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of all of the participating BACC agencies.

3.13 Laws and Regulations

All applicable State of California and Federal laws, City, County, and Special District ordinances, licenses, and regulations of all participating BACC agencies having jurisdiction must apply during the contract period, including any applicable State or local health order related to COVID-19.

3.14 Insurance

For services requiring the supplier's or their subcontractor's presence on any BACC agency property, the successful bidder must acquire and maintain at their expense for the duration of the term of the contract the following insurance policies: Workers' Compensation, Employer's Liability, Commercial General Liability, Business Vehicle and Automobile Liability, and Contractor's Pollution Liability Insurance coverage from insurers either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than A.M. Best's rating of no less than A:VII, or (ii) authorized by the BACC agency's risk manager(s) or his/her designee at any time in his/her sole discretion, all relating to the supplier's services to be performed hereunder covering the BACC agency's risks. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, must be as follows, however, the insurance limits available to each participating BACC agency, their officers, officials, employees, agents and volunteers as additional insured parties, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum

Employer's Liability Insurance	$2,000,000 per accident, and $1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	$2,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	$1,000,000 per occurrence, $2,000,000 policy aggregate.

Prior to commencement of any performance under the contract, the successful bidder must furnish to each participating BACC agency an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of all policies of insurance required as noted above. All policies of insurance must be endorsed to name the respective BACC agency, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to the contract, bidder's insurance coverage shall be primary insurance with respect to each participating BACC agency, their officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by any BACC agency party, their officials, officers, employees, agents and volunteers shall be excess of the bidder's insurance and shall not contribute with it. The successful bidder will be responsible for contacting each participating BACC agency to ascertain the proper name or names of the agency specific entities to be included in the endorsements.

The successful bidder must also provide each participating BACC agency with a MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

The successful bidder hereby agrees to waive subrogation which any insurer of the bidder may acquire from vendor by virtue of the payment of any loss. Bidder agrees to obtain and provide to each BACC agency any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of each participating BACC agency for all work performed by the bidder, its employees, agents and subcontractors.

The successful bidder must maintain the required insurance at all times while the contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies of insurance must be endorsed to provide the required insurance and must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to each participating BACC agency. The Certificate of Insurance must have a cancellation statement worded as follows: *"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company must mail thirty calendar (30) written notice to the Certificate holder named to the left."*

4. TERMS AND CONDITIONS

4.1 Indemnification

To the fullest extent allowed by law, the successful bidder and its employees, subcontractors, and agents shall defend, indemnify, and save and hold harmless each participating BACC agency, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the successful bidder's or its personnel, employees, agents, or subcontractors' willful misconduct or negligent act or omission while engaged in the performance of services described in this bid document, except those matters arising from the participating BACC agency's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of any BACC agency, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them.

The successful bidder's responsibility for such defense and indemnity obligations shall survive the termination or completion of the contract for the full period of time allowed by law. The defense and indemnity obligations of the contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

If the successful bidder should subcontract all or any portion of the work to be performed under the contract, the successful bidder shall require each subcontractor to indemnify, hold harmless and defend each participating BACC agency and each of its officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

4.2 Bid Protests

Any bid protest must be submitted electronically via email to the BACC Coordinator before 3:30 p.m. on the fifth (5th) business day following bid opening (jdyment@bacwa.org).

a. The protest document must be provided as one PDF and must contain a complete statement of the basis for the protest and all supporting documentation and evidence.
b. The party filing the protest must have actually submitted a bid for the chemical. A subcontractor of a party submitting a bid for the chemical may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
d. The protest must include the name, address and telephone number of the person representing the protesting party.
e. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome

of the protest.

f. BACC will give the bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall submit the response to the protesting bidder concurrent with delivery to BACC.

g. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. All protests and responses received after the time set forth herein will be rejected. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.

h. BACC will not be responsible for any delays or transmission errors. The protesting bidder accepts all risk of late delivery of electronic protests. If is the protesting bidder's responsibility to ensure that a submittal protest is received by the bid coordinator listed in this solicitation by the due date and time. Protesting bidders should contact the bid coordinator to make sure that their electronic submittal has gone through.

i. If BACC determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

4.3 Equal Opportunity

The successful bidder must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the Americans with Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request, by any BACC agency.

4.4 Modification of Contract

This bid solicitation document including the bid contract documents, in conjunction with each BACC agency's purchase order, purchase agreement and / or contract, will constitute the entire contract between each BACC agency and the successful bidder. The contract may not be modified, altered, or amended except by the mutual written agreement of the respective BACC agency and the successful bidder.

4.5 Common Language

Unless otherwise specified in this document, all words must be given their plain, common and ordinary meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

4.6 Proprietary Information

All information included in any bid proposal that is of a propriety nature must be **clearly** marked as such. Each BACC agency must be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Bidder.

4.7 Patent Guarantee

The bidder must, with respect to any bidder's standard products, indemnify, defend and hold harmless each participating BACC agency, its employees and agents, from any and all costs and damages because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the sale or normal use of such products, provided that the bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense of the participating BACC agencies.

4.8 Quality Control

The bidder's chemical may be inspected and/or sampled before, during, or after any delivery and tested to confirm compliance with all of the specifications. Persistent clogging, deliveries containing significant amounts of debris, and/or chemical not meeting the technical specifications will be considered to be deficiencies. If deficiencies are detected, the chemical will be rejected and the bidder will be required to remove and replace any and all of the chemical and clean the associated tanks and piping that are contaminated by a delivery that is determined to be deficient, at no cost to the participating BACC agency. If the bidder fails to remove and replace the deficient chemical in a timely manner after being notified of the problem by the participating agency, the participating agency may remove and dispose of the contaminated chemical and clean the chemical storage tank or tanks and the associated piping all at the bidder's expense. Payment for the delivered chemical will not be made until the defects are corrected and the chemical is properly replaced and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

4.9 Term of Contract

The term of the contract between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2023, and expiring June 30, 2024, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC agency and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC agency and the successful bidder.

4.10 Good Faith Bidding and Contracting

The participating BACC agencies listed on this bid solicitation are bidding in good faith and have agreed not to extend an existing bid in lieu of contracting with the lowest responsive bidder. However, nothing in this bid solicitation shall prevent a BACC agency from rejecting all bids and separately procuring the services they require, if deemed in the best interest of their respective agency.

4.11 Termination of Contract

Any BACC agency may terminate their contract with the successful bidder for any reason by providing the successful bidder written notice of termination, and specifying the effective date thereof, at least thirty (30) days before the effective date. Termination of the contract by one BACC agency does not affect the contractual relationship between the successful bidder and any other BACC agency.

4.12 Termination for Cause

In the event of a breach of any term or provision of the contract by the successful bidder, a BACC agency may terminate the contract with respect to supply of chemicals for that agency by providing the successful bidder with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date. Termination of the contract by one BACC agency does not affect the contractual relationship between the successful bidder and any other BACC agency.

4.13 Effect of Termination

Any termination by a BACC agency, with or without cause, must not affect the validity of the contract between the successful bidder and any other BACC agency, nor must such action affect any rights, remedies, or obligations of the successful bidder or any other BACC agency.

4.14 Assignment

The successful bidder must under no circumstances assign the contract without the prior written consent of each participating BACC agency. Any assignment, or attempt at assignment, made without such consent of each participating BACC agency may be considered a breach of contract.

4.15 Competitiveness and Integrity

The participating BACC agencies have assigned control of the acquisition process to the BACC coordinating agency identified in the *Notice Inviting Sealed Bids* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this bid to the designated BACC Coordinator, unless otherwise specifically noted, or unless approved in writing by the BACC Coordinator. Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending bidder's offer. The BACC Coordinator may refer communications to other participating BACC agencies for clarification.

-END OF SECTION-

SECTION II

BAY AREA CHEMICAL CONSORTIUM
PRODUCT TECHNICAL SPECIFICATIONS
FOR BID NO. 05-2023
CITRIC ACID

PRODUCT TECHNICAL SPECIFICATIONS
CITRIC ACID, 48% – 52% LIQUID

1. Product
    a. Liquid Citric Acid supplied shall be tested and certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals - Health Effects. The NSF certification for the products bid must be current on the date of bid submittal.
    b. It is the responsibility of the vendor to inform each of the participating BACC Agencies (within 24 hours, from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the contract.
2. Quality
    a. Liquid Citric Acid shall be within 48 - 52 percent by weight citric acid.
    b. Specific gravity of the solution shall be 1.24 (+/- 0.01).
    c. Material shall be homogenous liquid form.
    d. Liquid Citric acid shall be free from contaminating substances which could interfere with normal operation of BACC Agency facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

PRODUCT TECHNICAL SPECIFICATIONS
CITRIC ACID, CRYSTALLINE POWDER IN 50 LB. BAGS

1. **Physical and Chemical Properties**

The citric acid shall be in an anhydrous water-free form.

Appearance	Crystalline powder, shipped in 50-pound bags on pallets.
Color	White
Solubility	Soluble in water

SECTION III – 1

BAY AREA CHEMICAL CONSORTIUM
ESTIMATED ANNUAL QUANTITIES
FOR BID NO. 05-2023
CITRIC ACID

BAY AREA CHEMICAL CONSORTIUM

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2023/2024

BID NO. 05-2023

	Unit of Measure	Estimated Annual Qty for Treatment Applications: Water	Wastewater
Citric Acid 48% - 52% Liquid	**gal**	**15,000**	**4,000**
Central Valley			
City of Modesto	gal	0	4,000
City of Stockton	gal	14,000	0
		14,000	***4,000***
Sacramento			
City of Yuba City	gal	1,000	0
		1,000	***0***
Citric Acid dry material	**lb**	**0**	**8,200**
North Bay			
Ironhouse Sanitary District	lb	0	4,000
		0	***4,000***
Tri Valley			
Dublin San Ramon Services District	lb	0	4,200
		0	***4,200***

SECTION III – 2

BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
FOR BID NO. 05-2023
CITRIC ACID

BAY AREA CHEMICAL CONSORTIUM
DELIVERY DETAILS
BID NO. 05-2023
CITRIC ACID

The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculations to determine the lowest overall bid (Section I, Paragraph 2.16 Method of Award).

Per Region, Agency and Delivery Facility Name and Location			Frequency of Deliveries	Typical Delivery Size
CENTRAL VALLEY				
City of Modesto				
City of Modesto Jennings Wastewater Treatment Plant	7007 Jennings Rd	Modesto, CA 95358	Once a year	4,000 gal
City of Stockton				
Delta Water Supply Plant	11373 N. Lower Sacramento Road	Lodi	3-4x per month	270 gal
NORTH BAY				
Ironhouse Sanitary District				
	450 Walnut Meadows Dr	Oakley	Bimonthly (every other month)	660 gal (2 x 330 gallon totes)
SACRAMENTO				
City of Yuba City				
Water Treatment Plant	701 Northgate Drive	Yuba City	2x per year	500 gallons
TRI VALLEY				
Dublin San Ramon Services District				
Regional Wastewater Treatment Facility	7399 Johnson Drive	Pleasanton	1x per year	approx 80 bags of 50-lb bag (dry material)

SECTION III – 3

BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
FOR BID NO. 05-2023
CITRIC ACID

BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 05-2023
CITRIC ACID

Central Valley

CITY OF MODESTO
1221 Sutter Ave Modesto, CA 95351

Ben Koehler	Water Quality Control Supt./CPO	bkoehler@modestogov.com	(209) 342-4502

CITY OF STOCKTON
Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206

Kathryn Garcia	Program Manager III - Wastewater	Kathryn.Garcia@stocktonca.gov	209-937-8232

North Bay

IRONHOUSE SANITARY DISTRICT
450 Walnut Meadows Drive Oakley, CA 94561

Thomas Hejza	Plant Supervisor	hejza@isd.us.com	925-809-3033
Chris Christean	Plant Manager	christean@isd.us.com	925-809-3033
Susan Paz		paz@isd.us.com	

Sacramento

CITY OF YUBA CITY
Public Works Department 701 Northgate Drive Yuba City, CA 95991

Kevin Rivera	Accountant 1	krivera@yubacity.net	530-822-4645
Lance Andes	Water Treatment Chief Plant Operator	landes@yubacity.net	530-822-4636 x3401
Amarjit Kaur	Administrative Analyst II (Finance Dept)	akaur@yubacity.net	530-822-4659
David Newgard	Wastewater Treatment Facility Chief Plant Operator	dnewgard@yubacity.net	530-822-3264 x 3303
Scarlett Harris	Administrative Analyst II	sharris@yubacity.net	530-822-3264 x3301
Terrance Pioro	Water Treatment Plant Supervisor	tpioro@yubacity.net	530-822-4636 x3400
Mike Finnigan	Wastewater Treatment Facility Supervisor	mfinniga@yubacity.net	530-822-3264 x3302

BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
BID NO. 05-2023
CITRIC ACID

Tri Valley

DUBLIN SAN RAMON SERVICES DISTRICT

Regional Wastewater Treatment Facility 7399 Johnson Drive Pleasanton, CA 94588

Erin Steffen	Management Analyst II	steffen@dsrsd.com	925-875-2393
Virgil Sevilla	WWTP Operations Superintendent	sevilla@dsrsd.com	925-875-2300
Dan Pettinichio	Senior Water/Wastewater Systems Operator (Potable Water Distribution)	pettinichio@dsrsd.com	925 404-4524
Diane Griffin	Operations Compliance Manager	griffin@dsrsd.com	925-875-2324
Clint Byrum	Water/Wastewater Systems Superintendent	byrum@dsrsd.com	925-875-2367
Jeff Carson	Operations Manager	carson@dsrsd.com	925-875-2345

SECTION IV

BAY AREA CHEMICAL CONSORTIUM
BID CONTRACT DOCUMENTS
FOR BID NO. 05-2023
CITRIC ACID

***** All of the following pages must be properly competed and submitted for the bid to be considered complete. *****

BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 05-2023
SUPPLY AND DELIVERY OF CITRIC ACID

I hereby agree to furnish CITRIC ACID identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Univar Solutions USA Inc.

Address: 8201 S 212th St.

City, State, ZIP: Kent, WA 98032

Phone: 253-872-5040

Email: jennifer.perras@univarsolutions.com/muniteam-west@univarsolutions.com

Authorized Representative: Jennifer M. Perras

Signature:

Date: 2/15/2023

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER N/A **THROUGH** _____.

SPECIFIC DEVIATIONS:

☐ This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed changed in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
   Univar Solutions USA Inc.

2. Bidder's Street Address:
   Muni-8201 S 212th St., Kent, WA 98032 Branch-2461 Crocker Circle, Fairfield, CA 94533

3. Mailing Address:
   Muni-8201 S 212th St., Kent, WA 98032 Invoice-62190 Collections Center Dr., Chicago, IL 60693-0621

4. Business Telephone: 800-777-9587 Fax Number: 408-435-1735

5. Type of Supplier:
   ☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC
   If Corporation, indicate State where incorporated: Illinois

6. Business License Number issued by the City where the Supplier's principal place of business is located.
   Number: 1847595 Issuing City: San Jose, CA

7. Supplier Federal Tax Identification Number: 91-1347935

8. Emergency Contact: Name: Brian Wills
   Phone Number: 650-670-7267

9. Order Contact: Name: Customer Service
   Address: Phoenix, AZ
   Phone Number: 602-484-4560 Fax Number: 408-435-1735
   Email: custSOLWR@univarsolutions.com

10. References:

Company/Agency Name	Contact Name	Phone Number
1) See attached 2 pages		
2)		
3)		

11. Chemical Manufacturer's name and address (if different from Bidder):
    Univar-525 Seaport Blvd., Redwood City, CA 94063

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com

UnivarSolutions
Innovate. Grow. Together.

References

1. County & County of San Francisco
   1 Dr. Carlton B Goodlett Place
   San Francisco, CA 94102

Contact: Lin Repola- linda.repola@sfgov.org or David Agam- dagam@sfwater.org
Phone: 415-554-4564 | Cell: 415-867-6469

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite servicing for the past 10 years.

2. East Bay Mud
   PO Box
   Oakland, CA 946231

Contact: John Grimes, Purchasing
Email- john.grimes@ebmud.com
Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda servicing for the past 10years.

3. City of Riverside
   WTP
   San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist
Email-SARogers@riverside.gov
Phone 951-826-5562
Supply and Delivery of Sodium Hypochlorite servicing for the past 2 years.

4. BACC-Bay Area Chemical Consortium
Over 100 locations within Northern California

Contact: each city, info listed below.
Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing for the past 6 years.

- City of Stockton, CA – Kathryn Garcia Kathryn.Garcia@stocktonca.gov
  Phone: 209-937-8232
- City of Turlock, CA- Lisa Quiroga equiroga@turlock.ca.us
  Phone: 209-668-5402
- Marin Municipal, CA- Jim Kenney jkenney@marinwater.org
  Phone: 415-945-1501

5. City of Los Angeles
Los Angeles, CA

Contact: Katherin Quinn-
Email: Katherine.Quinn@lacity.org
Phone: 310-648-5665
Supply and Delivery of Sodium Hypochlorite for the past 4 years

6. County Sanitation Districts of Los Angeles County
PO Box 7998
Whittier, CA 90607-4998

Contact: Martha Ibarra
Emails: mibarra@lacsd.org
Phone: (562) 908-4288 ext. 1423
For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50% and Calcium Hydroxide 45%, have been servicing for 6 years

Over the past 10 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

All of our operational personnel participated in making sure all delivery requirements were met to each customer.

Our customer service department takes care of all orders, they communicate with operations and the customer to make sure all requests are satisfied.

We meet 100% of our contractual obligations; any municipality that is under contract with Univar is serviced first if there is a shortage in the market place.

Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid

State of ~~California~~ Washington)
) ss.
County of King)

Jennifer M. Perras, being first duly sworn, deposes and says that he or she is the
(Bidder's Authorized Representative)

Municipal Specialist of Univar Solutions USA Inc. the party making the
(Title of Representative) (Legal Name of Bidder)

foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Signature of: President, Secretary,
Manager, Owner, or Representative

Subscribed and sworn to before me this, 15 day of February, 20 23

Signature of Notary Public In and For

The County of King,

State of Washington

All Signatures Must Be Witnessed By Notary

STACY L ZIEGLER
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMM. EXP. 10-10-26
COMM. NO. 205701

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 05-2023
FOR SUPPLY AND DELIVERY OF CITRIC ACID

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
https://bacwa.org/bacc/

No later than 4:00 PM. PT
Thursday, February 23, 2023

Legal Name of Bidder:
Univar Solutions USA Inc.

Business Address
8201 S 2121th St.
Kent, WA 98032

Telephone Number: 253-872-5040
Facsimile Number: 253-872-5041
Email Address: muniteam-west@univarsolutions.com

Authorized Representative (Please Print):
Jennifer M. Perras
Signature:
Date: 2/15/2023

I. **All costs except California State sales tax for the purchase of CITRIC ACID must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).**

II. **Bidders must submit all of the following, attached to this Bid Form:**
   a. All requirements listed in Section 2.21 Manufacturer's Info.
   b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. **Bidder Obligations**
By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

BAY AREA CHEMICAL CONSORTIUM
Worksheet
BID NO. 05-2023
CITRIC ACID

Refer to paragraph 2.4 Bid Pricing for full details.
Bidders shall submit bids in US$ per unit of measure indicated on this bid form, FOB Destination. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.

	Unit of Measure	Bid Price per Unit of Measure
Citric Acid 48% - 52% Liquid		
Central Valley	gal	$
City of Modesto City of Stockton		
Sacramento	gal	$
City of Yuba City		
Citric Acid dry material		
North Bay	lb	$
Ironhouse Sanitary District		
Tri Valley	lb	$
Dublin San Ramon Services District		

DO NOT SUBMIT WORKSHEET
ENTER BID PRICES VIA ELECTRONIC BID PLATFORM

NACD Responsible Distribution Process
Code of Management Practice

Each member company shall have an active program designed to continuously improve safety and reduce incidents This Code does not impose upon member companies any obligation to guarantee compliance by third parties, i.e., parties over whom the member companies have no control. This program shall include:

I. **Risk Management**

A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.

B. Regular review with suppliers of the hazards of materials.

C. Identification and implementation of risk reduction measures.

II. **Compliance Review and Training**

A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.

B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.

C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.

D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

III. **Carrier Selection**

A. A process for selecting carriers to transport chemicals that includes carrier safety and fitness, security, regulatory compliance, and performance review.

IV. Handling and Storage

A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.

B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.

C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.

D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.

E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.

F. Documentation of current operating procedures for handling and storing chemicals.

G. Facility design, construction, maintenance, inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.

H. Develop a process for addressing chemical site and chemical transportation security.

I. Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions.

J. Procedures to properly label and mark packages and containers.

V. Job Procedures and Training

A. Identification of the skills and knowledge necessary to perform each job.

B. Establishment of procedures and work practices for safe operating and maintenance activities.

C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.

D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.

E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

VI. Waste Management and Conservation Practices

A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.

B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.

C. A commitment to institute resource conservation measures.

VII. Emergency Response and Public Preparedness

A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed form that investigative process.

B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.

C. Procedures for making emergency response information concerning the member company's chemicals available to response agencies.

D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company's chemicals.

E. Annual review, testing, and assessment of the operability of the member company's written emergency action and fire prevention plan and/or emergency response plan.

F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.

G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.

H. Participation in the Local Emergency Planning Committee's process to develop and periodically test the local emergency response plan.

VIII. Community Outreach

A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD's Responsible Distribution Process[SM].

B. Information and updated for employees on the Responsible Distribution Process[SM] to encourage key employees to become involved in community outreach efforts.

C. Advocacy of responsible public policies and regulations for chemical distribution.

IX. Product Stewardship

Customers

A. A process to qualify customers as prescribed by governmental regulation.

B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution Process[SM].

X. Internal RDP Audits

A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.

B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

XI. RDP Corrective and Preventive Action

A. Member companies shall establish a CORRECTOVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company's implementation of RDP.

B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.

XII. RDP Document and Data Control

A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).

B. Data includes any of the above that is electronically stored and utilized.

C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.

D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

Changes to documents and data shall be reviewed and approved by the same function/organization that performed the original review and approval, unless specifically designated otherwise. These functions/organizations shall have access to pertinent background information upon which to base their review and approval. Where practical, the nature of the change shall be identified in the document or appropriate attachments.

NACD Responsible Distribution Process

Guiding Principles

1. To recognize and respond to community concerns about chemicals, their handling, and transportation.

2. To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.

3. To inform emergency response officials, employees, customers, and the public of manufacturer's information on chemical-related health or environmental hazards, and the manufacturer's recommendations on protective measures.

4. To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products.

5. To operate our plants and facilities in a manner that protects the health and safety of our employees, the public and the environment.

6. To cooperate in resolving problems created by past handling and disposal of hazardous chemicals.

7. To participate with government and others in crating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.

8. To promote the principles and practices of Responsible Distribution Process[SM] by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.

RDP – What Is It?

Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution Process[SM] (RDP), which focuses on the responsible management and distribution of chemicals.

RDP emphasizes continual improvement in the health, safety, security, and environmental performance of all NACD member companies. This includes a commitment to comply with environmental, health and safety regulations; providing critical product safety information to employees, contractors and customers; while working with local communities and neighbors to respond to their needs. RDP consists of a set of Guiding Principles and the Code of Management Practice. This Code includes 47 specific requirements, divided into twelve sections:

- Risk Management
- Compliance Review and Training
- Carrier Selection
- Handling and Storage
- Job Procedures and Training
- Waste Management & Conservation
- Emergency Response/Public Preparedness
- Community Outreach
- Product Stewardship
- Internal RDP Audits
- RDP Corrective & Preventive Action
- RDP Document & Data Control

A key requirement of RDP and a condition of membership in NACD is verification of members' RDP policies and procedures by a third-party firm. Univar received the first Third-Party verification in 1995 and received a compliance certificate. We were re-certified in 2000 and again in 2004.

Univar maintains a leadership position in NACD, and remains firmly committed to the Responsible Distribution Process and its objective of promoting continual improvement in chemical handling and distribution.

NACD Responsible Distribution Process®

UnivarSolutions

Innovate. Grow. Together.

Univar Solutions USA Inc.
Safety Information

I. INTRODUCTION

(A) Scope

Univar USA Inc. (UNIVAR) is committed to conducting its operations in a manner that minimizes the risk to the safety and health of our employees, customers, the public and the environment.

(B) Purpose

This Injury & Illness Prevention Program (IIPP) has been developed by UNIVAR for its employees who may be exposed to general and/or chemical hazards. This program meets the requirements of Senate Bill 198 enacted under California Labor Code Section 6401.7 and the General Industry Safety Orders Section 3203.

This IIPP represents only a portion of UNIVAR's Safety and Environmental Program. The program includes several written programs and manuals such as the Operating Standards Manual, Emergency Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program, Confined Space Entry Program, Lock Out/Tag Out Program, Hot Work Program and Documentation Manual. The IIPP is not intended to be a standalone program but rather a supplement to all of the other current programs. The primary functions of this program are to inform employees of the regulation, highlight areas of occupational hazards, direct them to the proper means of minimizing the identified hazards and define the lines of communication between employees and management.

This IIPP is available for review by employees, government agencies, vendors, contractors or any other parties who have a need to examine the Program. The Program includes:

UnivarSolutions
Innovate. Grow. Together.

Univar Solutions USA Inc.
Safety Information

Employer Information:	Name, address, telephone number, type of business and main activity.
Administrator Information:	Person with the authority and responsibility to administer the program.
Safety & Health Hazard Evaluation:	A two step process which includes job classification and occupational hazard analysis.
Standard Operating Procedures/ Operating Standards:	Programs and procedures necessary to ensure employee safety and health in every aspect of their job.
Inspection Program:	Inspections are conducted: (1) when the IIPP is first established; (2) whenever new substances, processes, procedures, or equipment are introduced into the workplace; (3) whenever a new or previously unrecognized hazard is identified; (4) when occupational injuries or illnesses occur; and (5) whenever workplace conditions warrant an inspection. Scheduled daily, weekly and monthly inspections.
Training Program:	Employees receive initial, refresher and ongoing training as required.
Communication:	Provides a means to instruct employees on the hazards associated with each job classification; ensure employees' compliance with standard operating procedures and safe work practices; encourage employees to participate in the safety program and identify areas of concern and/or hazards.
Safety Award Program:	Company program that encourages and rewards employees for working safely.

Univar Solutions USA Inc.
Safety Information

Progressive Disciplinary Action Policy: Company policy that disciplines employees that do not perform their job functions according to established policies, procedures and guidelines. These policies, procedures and guidelines have been developed to establish a safe working environment for all of our employees and any deviation from them will not be tolerated.

Recordkeeping Requirements: Includes this written program; hazard analysis; the OSHA 300 Log; Standard Operating Procedures; inspections; training; meeting records and disciplinary actions for a period of time prescribed

Program Reviews: Review and assess this and other company programs as required to ensure their effectiveness and applicability.

UnivarSolutions

UNIVAR SOLUTIONS SECURITY PROGRAM

As an international distributor of industrial chemicals, a participant in the National Association of Chemical Distributors Responsible Distributor program, and an active member of the communities we serve, Univar Solutions USA Inc. (Univar) has long had policies and procedures in place to ensure the security of our products, facilities, employees and communities. The following summary outlines the major provisions of Univar's Security Program which reflects not only prudent measures to maximize the secure and safe handling of chemicals, but also the security requirements of various federal programs related to management of hazardous materials including DOT hazardous material transportation requirements, DHSCFAT program and Department of Commerce import rules among others. Note that this description is necessarily a broad overview of Univar's security program as various agencies limit the security related information that can be disclosed.

For our business partners that are C-TPAT certified please consider the following outline a demonstration of the degree to which Univar complies with C-TPAT security criteria.

BUSINESS PARTNER REQUIREMENT

Univar has a written and verifiable process for the selection of business partners including manufacturers, product suppliers and vendors. Other internal requirements such as; capability of meeting contractual security requirements and financial soundness are included in the verification process.

POINT OF ORIGIN

Univar ensures its foreign business partners have security criteria in place that enhances the integrity of the shipment at point of origin. Periodic reviews of foreign business partners' processes and facilities are conducted based on risk.

CONTAINER SECURITY

Container integrity is maintained as mandated by international cargo transport laws and regulations.

EN ROUTE SECURITY

Hazardous cargo is secured while in transit. Additionally, products and routes are annually evaluated to assess potential security risks.

COMMON CARRIER EVALUATION

In addition to the above security measures, Univar has taken steps to verify our common carriers' compliance with DOT's HM-232 rules. Each common carrier has been asked to certify their security compliance with regards to HM-232.

UnivarSolutions

PERSONNEL SECURITY

Personnel security begins with hiring qualified employees. Univar has established policies and procedures to ensure we hire and maintain qualified employees. These policies and procedures include, but are not limited to:

- Pre-employment background checks
- Pre-employment and random drug tests for drivers and warehouse staff
- Policy on "Standards of Conduct" (included in the Employee Handbook)
- Policy on "Confidential Information" (included in the Employee Handbook)
- Checkout procedures for terminating employees
- Referral of illegal or criminal activities to law enforcement

PHYSICAL ACCESS CONTROLS & SECURITY, PROCEDURAL & IT SECURITY

SECURITY & VULNERABILITY ASSESSMENT

Due to the hazardous nature of the chemicals we manage and distribute, Univar constantly assesses its security and vulnerability concerning internal or external threats that could potentially disrupt operations or harm our employees, communities or the environment. Univar's security program addresses the following potential sources of loss or disruption:

- Theft, vandalism, and break-ins
- Theft of confidential business information
- Sabotage of equipment, utilities, and records
- Product contamination and tampering
- Bomb threats
- Civil unrest disrupting plant access and operations
- Workplace violence and assaults

Additionally, Univar has developed a risk-based matrix to identify areas of concern and has taken steps to address those areas of concern.

The initial security evaluations periodically reviewed by the site security official to evaluate the integrity and effectiveness of security policies, procedures and systems.

UNAUTHORIZED ACCESS

Univar has established minimum facility security guidelines that must be implemented and adhered to by each facility. Those minimum guidelines include but are not limited to:

- Perimeter and warehouse security
- Equipment security
- Access controls for production areas, warehouses, utility facilities, and offices
- Signs to direct visitors and vehicles to the appropriate entry points
- Visitor control

Univar employees have been trained to question unescorted person(s) within the operating areas, and to be watchful for unusual activity on company property or in the immediate surrounding areas.

SITE SECURITY COORDINATOR

Each Univar facility has designated an employee, and an alternate, as the site security coordinator. This person(s) is responsible for performing the following security management functions:

- Prepare and implement a site specific security program consistent with the requirements herein
- Establish relationships with law enforcement and emergency response agencies
- Manage incident reporting procedures, conduct incident investigations, and if necessary, conduct investigations into breaches of company security policy
- Train employees about security awareness
- Address security issues in an emergency, participate in crisis management planning and ensure appropriate execution in emergency
- Periodically reassess the facility's site security program

TRAINING

The Security Coordinator or his/her designee will train site personnel upon hire and every three years thereafter on the site security program. At a minimum, training includes:

- Company security objectives
- Specific site security procedures:
    - Product integrity
    - Personnel security
    - Facility security
    - En-route security
- Employee responsibilities

Should you have any general questions regarding Univar site and transit security program, please contact Jon Webster, Senior Vice President, North America Supply Chain & Operations at (425)241-7138 or Jeff Dixon, Director, International Trade Services at (281)543-8771.

Respectfully,

Jonathan (Jon) Webster
Senior Vice President
North America Supply Chain & Operations

COMMON CARRIER EVALUATION

In addition to the above security measures, Univar has taken steps to verify our common carriers' compliance with DOT's HM-232 rules. Each common carrier has been asked to certify their security compliance with regards to HM-232.

Should you have any questions regarding any of the items noted in this security program summary, please feel free to contact your local Univar representative or myself at (425) 889-3776.

Respectfully,

Ed Higbee
Director – Regulatory, Health & Safety

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, February 16, 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?CompanyName=Univar&ChemicalName=Citric+Acid&

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

Univar Solutions Canada Ltd. DBA
Univar Canada Ltd.
64 Arrow Road
North York, ON M9M 2L9
Canada
416-740-5300

Facility : Richmond, British Columbia, Canada

Citric Acid

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50%	pH Adjustment	100mg/L
Citric Acid 50%	Well Cleaning Aid Membrane Cleaner	NA
Citric Acid 50% Solution	pH Adjustment	100mg/L
Citric Acid 50% Solution	Well Cleaning Aid Membrane Cleaner	NA

Facility : Valleyfield, Québec, Canada

Citric Acid

Trade Designation	*Product Function*	*Max Use*
CITRIC ACID 50%	Well Cleaning Aid Membrane Cleaner	NA
CITRIC ACID 50%	pH Adjustment	100mg/L
CITRIC ACID 50% SOLUTION	pH Adjustment	100mg/L
CITRIC ACID 50% SOLUTION	Well Cleaning Aid Membrane Cleaner	NA

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

Univar Solutions USA Inc. DBA Univar USA Inc.

3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-889-3400

Facility : Distribution Center - Santa Fe Springs, CA

Citric Acid

Trade Designation	*Product Function*	*Max Use*
Citric Acid, 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Fresno, CA

Citric Acid

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Redwood City, CA

Citric Acid

Trade Designation	*Product Function*	*Max Use*
Citric Acid, 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Visalia, CA

Citric Acid

Trade Designation	*Product Function*	*Max Use*
Citric Acid, 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Denver, CO

Citric Acid[1] [2]

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50% Solution	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Dallas, GA

Citric Acid

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50%	Membrane Cleaner	NA

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geneva, NY

Citric Acid[1] [2]

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50%	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions.
[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Altoona, PA

Citric Acid[1] [2]

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50%	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions.
[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Spartanburg, SC

Citric Acid[1] [2]

Trade Designation	*Product Function*	*Max Use*
Citric Acid, 50% Solution	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions.
[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Houston, TX

Citric Acid[1] [2]

Trade Designation	*Product Function*	*Max Use*
Citric Acid 50% Solution	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Number of matching Manufacturers is 2

Number of matching Products is 18

Processing time was 0 seconds

CERTIFICATE OF ANALYSIS

Univar Solutions

Univar Solutions
4465 E. Florence Ave.
Fresno, CA 93725
PH. 559-488-4700
FAX 866-486-1624
www.univarsolutions.com

PACKAGE DATE: 10/11/2022

MATERIAL NAME: CITRIC ACID 50%

MATERIAL GRADE: FOOD/KOSHER

UNIVAR SOLUTIONS MATERIAL#: 16148043

UNIVAR SOLUTIONS PROCESS ORDER#: 6344876

UNIVAR SOLUTIONS BATCH#: 0002949369

CONTROL#: OU14372

TEST	RESULTS	SPECIFICATIONS
VISUAL	PASS	CLEAR/CLEAN FREE OF SUSPENDED PARTICLES
COLOR	PASS	COLORLESS
% BY ASSAY	50.13%	49%-51%
SPECIFIC GRAVITY AT 20C	1.241	1.220-1.250
IDENTIFIED AS:	CITRIC ACID 50%	
ODOR	ODORLESS	ODORLESS

Univar Solutions

(Signature)

Jason Datsko
Chemist

(Signature)

Second Approval

NOTE: Source Material; Mfg Raw Material CITRIC ACID NON-GMO. BATCH# 0002947984 (65,389 lbs). Univar uses dedicated equipment in the process area. Univar packages this product to meet (FCC, kosher) specifications only.

Please consult the SDS for further information.
Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

Univar Solutions

Safety Data Sheet
CITRIC ACID 50% (Food Grade)

Version 1.7 Revision Date: 10/13/2022

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CITRIC ACID 50% (Food Grade)

Recommended use of the chemical and restrictions on use

Recommended use : Food/Drug
Kosher

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:
Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin corrosion : Category 1

Serious eye damage : Category 1

Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
Storage:
P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
77-92-9	Citric acid	50 - 70

Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of skin contact : If skin irritation persists, call a physician.
If on skin, rinse well with water.
If on clothes, remove clothes.

In case of eye contact : Immediately flush eye(s) with plenty of water.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.

If swallowed : Clean mouth with water and drink afterwards plenty of water.
Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Do not induce vomiting without medical advice.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	:	Carbon dioxide (CO_2) Foam Dry chemical
Unsuitable extinguishing media	:	High volume water jet
Specific hazards during fire-fighting	:	Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	:	Carbon oxides
Further information	:	Standard procedure for chemical fires. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Special protective equipment for firefighters	:	Wear self-contained breathing apparatus for firefighting if necessary. Use personal protective equipment.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	:	Use personal protective equipment.
Environmental precautions	:	Prevent further leakage or spillage if safe to do so.
Methods and materials for containment and cleaning up	:	Neutralize with chalk, alkali solution or ammonia. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion	:	Normal measures for preventive fire protection.
Advice on safe handling	:	Do not breathe vapours/dust. Avoid contact with skin and eyes. For personal protection see section 8. Smoking, eating and drinking should be prohibited in the application area. Dispose of rinse water in accordance with local and national regulations.
Conditions for safe storage	:	Keep container tightly closed in a dry and well-ventilated place. Electrical installations / working materials must comply with the technological safety standards.
Materials to avoid	:	Do not store near acids.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

Personal protective equipment

Respiratory protection	:	General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.
Hand protection		
Remarks	:	The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	:	Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	:	Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	:	When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	liquid
Colour	:	Clear, colorless, light yellow
Odour	:	mild, odorless
Odour Threshold	:	No data available
pH	:	1 - 3 @ 20 - 25 °C (68 - 77 °F)
Freezing Point (Freezing Point)	:	-15 - -10 °C (5 - 14 °F)
Boiling Point (Boiling point/boiling range)	:	100 - 105 °C (212 - 221 °F)
Flash point	:	Not applicable
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
Upper explosion limit	:	No data available
Lower explosion limit	:	No data available

Vapour pressure	:	6.9 mmHg @ 20 °C (68 °F)
Relative vapour density	:	0.2 @ 20 - 25 °C (68 - 77 °F) (Air = 1.0)
Relative density	:	1.24 - 1.27 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	:	No data available
Solubility(ies)		
Water solubility	:	soluble
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Auto-ignition temperature	:	No data available
Thermal decomposition	:	No data available
Viscosity		
Viscosity, dynamic	:	10 - 12 mPa.s

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	No dangerous reaction known under conditions of normal use.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	Gives off hydrogen by reaction with metals.
Conditions to avoid	:	Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	:	Metals Oxidizing agents Reducing agents Bases nitrates
Hazardous decomposition products	:	Carbon oxides

SECTION 11. TOXICOLOGICAL INFORMATION

Serious eye damage/eye irritation

Components:

77-92-9:
Species: Rabbit
Result: Irritating to eyes.

Carcinogenicity

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.
ACGIH	No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

STOT - single exposure

Components:

77-92-9:
Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information

Product:
Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity
No data available

Persistence and degradability
No data available

Bioaccumulative potential
No data available

Mobility in soil
No data available

Other adverse effects

Product:

Ozone-Depletion Potential	:	Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
Additional ecological infor-	:	No data available

mation

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues	:	Dispose of in accordance with all applicable local, state and federal regulations. For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922
Contaminated packaging	:	Empty remaining contents. Dispose of as unused product. Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation): Not regulated as a dangerous good

IATA (International Air Transport Association): Not regulated as a dangerous good

IMDG-Code: Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

WHMIS Classification : D2B: Toxic Material Causing Other Toxic Effects

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

This material does not contain any components with a CERCLA RQ.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards	:	Acute Health Hazard
SARA 302	:	No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.
SARA 313	:	This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

This product does not contain any Hazardous Substances listed under the U.S. CleanWater Act, Section 311, Table 116.4A.
This product does not contain any Hazardous Chemicals listed under the U.S. CleanWater Act, Section 311, Table 117.3.
This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

US State Regulations

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

77-92-9	Citric acid	50 - 70 %

New Jersey Right To Know

77-92-9	Citric acid	50 - 70 %

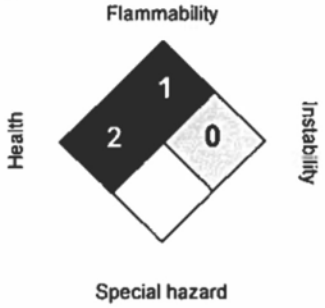
California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA	:	On TSCA Inventory
DSL	:	All components of this product are on the Canadian DSL
AICS	:	On the inventory, or in compliance with the inventory
NZIoC	:	On the inventory, or in compliance with the inventory
ENCS	:	On the inventory, or in compliance with the inventory
KECI	:	On the inventory, or in compliance with the inventory
PHIL	:	On the inventory, or in compliance with the inventory
IECSC	:	On the inventory, or in compliance with the inventory

SECTION16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 =Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 10/13/2022

Material number:
16170897, 16170903, 16180505, 16148815, 16164175, 16164333, 16148431, 16147594, 16151189, 16165323, 16138741, 16143523, 16160543, 16160625, 16160636, 16160648, 16160674, 16147501, 16158867, 16148636, 16149772, 16147851, 16144358, 16148047, 16151623, 16150296, 16148403, 16145930, 16149537, 16148043, 16141937, 16141628, 16141538, 16141836

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration

EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/31/2022

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 Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** 800-363-0105 **E-MAIL ADDRESS:**
INSURED Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** ACE American Insurance Company — 22667 **INSURER B:** ACE Fire Underwriters Insurance Co. — 20702 **INSURER C:** Indemnity Insurance Co of North America — 43575 **INSURER D:** Illinois Union Insurance Company — 27960 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 570093377463 **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			XSLG47304775 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 Excluded $3,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10699058 Commercial Auto	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION			XCEG27380566009 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC70303085 AOS WLRC70303048 MA	06/01/2022 06/01/2022	06/01/2023 06/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Env Site Liab			PPLG71507944002 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2022	06/01/2025	Aggregate Ea Condition SIR	$16,000,000 $1,000,000 $1,000,000

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

Evidence of Insurance.

CERTIFICATE HOLDER

Univar Solutions USA Inc.
3075 Highland Parkway, Suite 200
Downers Grove IL 60515 USA

CANCELLATION

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

Aon Risk Services Central Inc

Holder Identifier :

Certificate No : 570093377463

©1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000014538
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA Inc.
POLICY NUMBER: See Certificate Number: 570093377463	
CARRIER: See Certificate Number: 570093377463 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10699125 Truckers Liability	06/01/2022	06/01/2023	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
B		N/A		SCFC70302962 WI	06/01/2022	06/01/2023		
A		N/A		WCUC70303000 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2022	06/01/2023		
	OTHER							
	[X] Claims Made Form							

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD