

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2018 between Univar USA, Inc. ("Contractor"), whose address is 8201 S 212th Street, and telephone number is 253-872-5000 and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth in the Request for Bid documents and on the attached Exhibit A incorporated herein by reference. Contractor shall begin providing the goods/performing the services on July 1, 2018 and complete providing the goods/performing the services by June 30, 2019. The parties may agree to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals. The price for any succeeding period of service shall be agreed upon by both parties.
2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$1.471 per gallon for delivery of Sodium Bisulfite (40%). The not-to exceed amount for the potential 4-year contract term is \$927,000.
3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.
4. Maintenance. Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in Exhibit A at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City personnel shall review and approve any upgrades prior to their installation.
5. Warranty. Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one year period shall begin upon the date the City provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor,
6. Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor,

Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

8. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. Ownership of Goods. All goods accepted by the City shall be the property of the City.

11. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Jennifer Perras
Univar USA, Inc
8201 S 212th
Kent, WA 98032-1994

To City: City Manager
 City of Stockton
 425 N. El Dorado St.
 Stockton, CA 95202

15. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this

Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

16. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

CONTRACTOR

KURT O. WILSON
CITY MANAGER

By:

Sherry May
Signature

Shawna May McCarthy
Print name

Municipal Commercial Manager
Title

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

ATTEST:

APPROVED AS TO FORM

BRET HUNTER, CMC
CITY CLERK

CITY ATTORNEY

EXHIBIT A
BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 11-2018
SUPPLY AND DELIVERY OF SODIUM BISULFITE

Bay Area Chemical Consortium (BACC)
c/o Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

Dear Sirs:

I hereby agree to furnish Sodium Bisulfite 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 USA Inc.
Address: 8201 S 212th St
City, State, ZIP: Kent, WA 98032
Phone: 253-872-5000
Email: muniteam-west@univar.com
Authorized Representative: Jennifer M. Perras
Signature: 
Date: April 6, 2018

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH 2.

SPECIFIC DEVIATIONS (if applicable, attach additional sheets if necessary):

***Unless specified in the BACC bid documents s not accepting deviations from the stated regional pricing on pages 44-45, all "short loads" of less than 2,000 gal will be priced at the stated regional pricing plus a \$290.00 LTL charge.

** Sodium Bisulfite deliveries will be made by Chemical Transfer, located at 3105 S El Dorado St., Stockton, CA 95206. Phone number 209-466-3554. Currently delivering SBS to BACC customers.

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder:
Univar USA Inc.

2. Bidder's Street Address:
8201 S 212th St, Kent, WA 98032

3. Mailing Address:
Same as above

4. Business Telephone: 253-872-5000 Fax Number: 253-872-5041
5. Type of Supplier:
☐ Sole Proprietor ☐ Partnership ☒ Corporation
 If Corporation, indicate State where incorporated: Washington
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 3641101210 Issuing City: San Jose, CA
7. Supplier Federal Tax Identification Number: 91-1347935
8. Emergency Contact: Name: Tom Mendenhall
 Phone Number: 650-280-3726
9. Order Contact: Name: Sonja Hammock
 Address: 50 S. 45th Ave., Phoenix, AZ 85043
 Phone Number: 800-659-5908 Fax Number: 602-278-9138
 Email: custsvc-sanjose@univar.com/sonja.hammock@univar.com
10. References:

<u>Company/Agency Name</u>	<u>Contact Name</u>	<u>Phone Number</u>
1) <u>see attached 2 pages</u>	_____	_____
2) _____	_____	_____
3) _____	_____	_____
11. Chemical Manufacturer's name and address (if different from Bidder):
 Univar USA-525 Seaport Blvd., Redwood City, CA 94063

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

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



Referneces

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

Contact: Carolyn Sladnick, Senior Purchaser
Phone: 415-554-3266; Fax: 415-487-7737

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite

2. City of Pflugerville
PO Box 589
Pflugerville, TX 78691

Contact: Wiley Webb, Superintendent
Phone: 512-990-6400

Supply and Delivery of Bulk Sodium Hypochlorite

3. East Bay Mud
PO Box
Oakland, CA 946231

Contact: Kelley Smith, Purchasing Supervisor
Phone: 510-287-0355
Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda

4. City of Riverside
WTP
San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist
Phone 951-826-5562
Supply and Delivery of Sodium Hypochlorite

[addressee]

[date]

[page #]

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

Contact: Louanne Ivy-Administrative Analyst
Phone: 925-875-2398
Supply and Delivery of Sodium Hypochlorite

6. City of Los Angeles
Los Angeles, CA

Contact: Katherin Quinn-Procurement Supervisor
Phone: 310-648-5665
Supply and Delivery of Sodium Hypochlorite

Over the past 5 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**

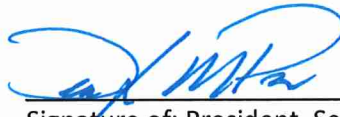
State of Washington)
) ss.
County of King)

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

Municipal Specialist of Univar USA Inc. the party making the
(Title of Representative) (Contractor's Name)

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, 6th day of April, 2018

Rose Hedley
Signature of Notary Public In and For

The County of King
State of Washington



All Signatures Must Be Witnessed By Notary

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2018**

Sealed bids must be enclosed in an envelope clearly marked:

**"BID FOR SODIUM BISULFITE
BACC BID NO. 11-2018"**

And delivered to:

Gemma Lathi
Administrative Analyst – Operations
Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94588

**No later than 9:00 A.M. PDT
Tuesday, April 10, 2018**

Business Name:

Univar USA Inc.

Business Address

8201 S 212th St.

Attn: Muni Team

Kent, WA 98032

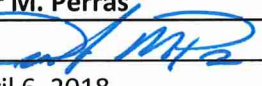
Telephone Number: 253-872-5000

Facsimile Number: 253-872-5041

Email Address: muniteam-west@univar.com

Authorized Representative (Please Print):

Jennifer M. Perras

Signature: 

Date: April 6, 2018

- I. All costs except California State sales tax for the purchase of Sodium Bisulfite must be included in the amount shown below on this Bid Form, 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 attached Exhibit A to Bid Form.

- II. Bidders must submit all of the following, attached to this Bid Form:
 - a. An affidavit of compliance to the appropriate American Water Works Association (AWWA) and/or National Sanitation Foundation (NSF) standard is required for all chemicals and polymers being provided for potable water treatment. 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 with AWWA/NSF standards and a letter attesting to the affidavit's validity, a current printout from NSF.org 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. Product Bulletin and Typical Properties.
 - d. Safety Data Sheet (SDS).
 - e. 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.

UNIVAR

BAY AREA CHEMICAL CONSORTIUM

EXHIBIT A TO BID FORM

BID NO. 11-2018

SODIUM BISULFITE

*Bidders shall submit bids in US\$ per unit of measure as indicated below, FOB Destination.
 Bid prices must be based on bulk deliveries of 2,000 gallons or 1 ton or more. Refer to paragraph 2.4 Bid Pricing for full details.*

	Unit of Measure	Bid Price per Unit of Measure	
Sodium Bisulfite 25% Solution			
<u>East Bay</u>	gal	\$1.010	✓
East Bay Dischargers Authority			
<u>Marin Sonoma Napa</u>	gal	\$1.057	✓
Central Marin Sanitation Agency			
Las Gallinas Valley Sanitary District			
Napa Sanitation District			
Sanitary District No. 5 of Marin County			
Sausalito Marin City Sanitary District			
<u>North Bay</u>	gal	\$1.051	✓
City of Brentwood			
City of Pinole (Pinole/Hercules WPCP)			
Delta Diablo Sanitation District			
Rodeo Sanitary District			
<u>Peninsula</u>	gal	\$1.032	✓
City of Daly City/North San Mateo County Sanitation District			
City of South San Francisco			
Sewer Authority Mid-Coastside			
Silicon Valley Clean Water (SVCW)			
<u>Sacramento</u>	gal	\$1.652	✓
City of Sacramento			
<u>South Bay</u>	gal	\$1.040	✓
San Jose - Santa Clara Regional Wastewater Facility			
City of Sunnyvale - Water Pollution Control Plant			
Sodium Bisulfite 40% Solution			
<u>Central Valley</u>	gal	\$1.471	✓
City of Stockton			
<u>Peninsula</u>	gal	\$1.346	✓
Silicon Valley Clean Water (SVCW)			

EXHIBIT A TO BID FORM
BID NO. 11-2018
SODIUM BISULFITE

UNIVAR

*Bidders shall submit bids in US\$ per unit of measure as indicated below, FOB Destination.
Bid prices must be based on bulk deliveries of 2,000 gallons or 1 ton or more. Refer to paragraph 2.4 Bid Pricing for full details.*

	Unit of Measure	Bid Price per Unit of Measure
<u>Sacramento</u>	gal	\$1.652
City of Yuba City		
Woodland-Davis Clean Water Agency		

AFFIDAVIT RE DELIVERY REQUIREMENTS
FOR BID NO. 11-2018

STATE OF WASHINGTON)
)
COUNTY OF KING)

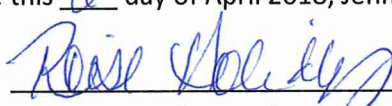
I, Jennifer Perras, the Municipal Specialist for Univar USA Inc. ("Univar") being duly sworn, states that I have read Section 3.7 of Bid No 11-2018 and knows its contents and hereby attests that if Univar utilizes the services of a third party hauling company for some or all of its deliveries, Univar will be responsible for ensuring that said hauler can and will deliver the product to each location shown on the bid documents.

Chemical Transfer-3105 South El Dorado St., Stockton CA, 95206. 209-466-3554

By 
Jennifer M. Perras

SUBSCRIBED AND SWORN to before me this 10 day of April 2018, Jennifer M. Perras.




Notary Public for Washington, County of King
My Commission Expires: 4/24/19



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, April 05, 2018** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) 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=Sodium+Bisulfite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Univar Canada Ltd.

9800 Van Horne Way
Richmond, BC V6X 1W5
Canada
604-273-1441

Facility : Valleyfield, Québec, Canada

Sodium Bisulfite

Trade Designation

SODIUM BISULPHITE 38% SOLUTION

Product Function

Dechlorinator & Antioxidant

Max Use

46mg/L

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

Univar Canada Ltd.

9800 Van Horne Way
Richmond, BC V6X 1W5
Canada
604-273-1441

Facility : # 3 Canada

Sodium Bisulfite[1]

Trade Designation

Sodium Bisulphite 38%, Solution

Product Function

Dechlorinator & Antioxidant

Max Use

50mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal
allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Univar USA Inc.

17411 Northeast Union Hill Road

Redmond, WA 98052

United States

425-889-3400

Facility : # 2 Distribution Center - Richmond, CA

Sodium Bisulfite**Trade Designation**

Sodium Bisulfite 25%

Sodium Bisulfite 42%

Product Function

Dechlorination

Dechlorination

Max Use

46mg/L

46mg/L

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

Facility : Distribution Center - Phoenix 27th Ave., AZ

Sodium Bisulfite[1]**Trade Designation**

Sodium Bisulfite 42%

Product Function

Dechlorination

Max Use

46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal
allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Distribution Center - Santa Fe Springs, CA

Sodium Bisulfite[2]

Listing Category Search Page | NSF International

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 38-40%	Dechlorination	46mg/L
Sodium Bisulfite 25%	Dechlorination	46mg/L

[2] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Redwood City, CA**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 25%	Dechlorination	46mg/L
Sodium Bisulfite 42%	Dechlorination	46mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Denver, CO**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 42%	Dechlorination	46mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Distribution Center - Dallas, GA

Sodium Bisulfite[1]

Trade Designation	Product Function	Max Use
Sodium Bisulfite 38-40%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable

residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Portland, OR**Sodium Bisulfite[1]**

Trade Designation	Product Function	Max Use
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 25%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 38-40%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution 38-40%	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable

residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

NOTE: Only products bearing the "NSF 60" designation on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Distribution Center - Morrisville Steel Road, PA**Sodium Bisulfite[1]**

Trade Designation	Product Function	Max Use
Sodium Bisulfite	Dechlorination	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

Listing Category Search Page | NSF International

The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Middletown, PA**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Reducite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution, 38-40%	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal
allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

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

Facility : Kent, WA**Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 38-40%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution 38-40%	Dechlorinator & Antioxidant	46mg/L

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

Number of matching Manufacturers is 3

Number of matching Products is 25

Processing time was 0 seconds

Report of Analysis

Client:	Univar USA Inc	Client Reference Number:	
Job Location:	San Francisco, CA, USA		None
Our Reference Number:	US410-0015564		
Lab Reference Number:	2017-SANF-000494		

Sample ID:	2017-SANF-000494-006	Date Taken:	30-Mar-17
Sample Designated As:	Chemicals	Date Submitted:	30-Mar-17
Vessel/Location:	Submitted Samples	Date Tested:	
Representing:	25% Sodium Bisulfite, Kinder Morgan		

Method	Test	Result	Unit	Spec Limit
AD HOC	Sodium Bisulfite Content	25.0	Wt %	23.6 - 27.7
AD HOC	SO2 Equivalent	15.4	Wt %	15.4 - 16.6
AD HOC	Sodium Sulfite	Pending	Wt %	1.7 - 2.5
AD HOC	Sodium Sulfate	Pending	Wt %	2.5-3.8
ITM 1059	Iron	3.4	ppm Wt	
ASTM E70	pH	4.20		3.50 - 5.50
ASTM D4052	Specific Gravity at 15.56 °C	1.187		1.10 - 1.40
ITM 4204	Converted Pounds per Gallon	9.8873	lb/gal	
ASTM D4176	Appearance	SO2 smell, sediment free		
AD HOC	Color	Yellow		

Signed: _____



Intertek
Dzmitry Kupchyn, Quality Manager

Date: 3/31/2017

CERTIFICATE OF ANALYSIS



Univar USA Inc.
525 Seaport Blvd.
Redwood City, CA 94063
PH. 650-363-1661
FAX 650-261-2020
www.univarusa.com

DATE: 3/20/2018

PRODUCT: Sodium Bisulfite Solution, 25%

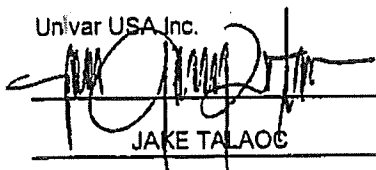
PRODUCT GRADE: NSF

UNIVAR PRODUCT CODE: 797249

UNIVAR LOT/PJO NUMBER: RO038828075

<u>TEST</u>		<u>RESULTS</u>	<u>SPECIFICATIONS</u>
Titrate NaHSO ₃	%	26.83	25.0% - 27.0%
Specific Gravity @ 60°F		1.2000	1.183 - 1.202
pH		4	3.5 - 5.0

Univar USA Inc.

 (Signature)

JAKE TALAO (Print Name)

YARD SPECIALIST (Job Title)

Notes:

SO # 5000 GALS STOCK

Consult the MSDS for additional information.

All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar's standard Terms and Conditions, available at www.univarusa.com or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

Product Specification



Sodium bisulfite solution

Characteristics

- > Chemical name: NaHSO_3
- > pH: 3.0 – 5.0
- > Color: Yellow
- > Odor: Sulfur
- > Iron (Fe): 2 – 10 ppm

Product Details

- > Sodium bisulfite solutions are somewhat acidic, but compatible with many of the common storage and handling materials. Excessive heating or acidification will cause decomposition and the release of sulfur dioxide fumes. Refer to the MSDS for additional cautions. Consult an experienced tank manufacturer. Indoor storage is preferred; ventilation is needed on all storage tanks and storage areas. Vent lines should be scrubbed in an alkaline solution to prevent release of sulfur dioxide fumes when filling. Annual cleaning and inspection of tanks is advised.
- > Containers of sodium bisulfite solution should be stored indoors above 50°F. At about 40°F, solids will begin to form, and around 27°F solids will freeze. Sodium bisulfite will go back into solution when warmed.
- > The following materials are considered compatible with sodium bisulfite, as linings or material of construction:
 - Cross-linked polyethylene
 - Polyethylene
 - Fiberglass reinforced plastic
 - Polypropylene, PVC
 - Stainless steel 316
- > Tank trucks are discharged using air and generally deliver 4000 gallons. Unloading pressure can be up to 30 psi. Sufficient venting must be available for unloading. Packaging is available in drums, deldrums, and IBCs.
- > Dechlorination factors: Approximately 4 lbs of sodium bisulfite solution at 38% will remove 1 lb of chlorine. 1 gallon of sodium bisulfite equals approximately 2.6 lbs. of sulfur dioxide.
- > Oxygen removal factors: Approximately 17 lbs of sodium bisulfite solution at 38% will remove 1 lb of oxygen.

Sales specifications

Weight %	38	39	40	41	42
Pounds per gallon	11.00	11.10	11.18	11.23	11.27
Freeze point, °F	38	43	44	45	46

Consult the MSDS for additional information.

All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar USA Inc. ("Univar") makes no representations or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar's standard Terms and Conditions, available at www.univar.com or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

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CERTIFICATE OF ANALYSIS



Univar USA Inc
525 Seaport Boulevard
Redwood City CA 94063-2711
PH: 650-363-1661
FAX: 650-363-0713
www.univarusa.com

SODIUM BISULFITE

DATE OF ANALYSIS: 1-24-18

CUSTOMER NAME: Univar

SALES ORDER NUMBER: SD479408

TOTAL REDUCING SUBSTANCE (TRS) AS 100% SODIUM BISULFITE (NAHSO₃):

89%

Certified By:
Univar USA Inc.

[Signature] (Signature)

C. Marshaw/WRP (Print Name)

CSR (Job Title)

Note: (Comments as needed)

Please consult the MSDS for further information.

Univar USA Inc. ("Univar") represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar's standard Terms and Conditions, available at www.univarusa.com or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

Univar Copy



Univar
3075 Highland Pkwy STE 200
Downers Grove, IL 60515
425-889-3400

SAFETY DATA SHEET

1. Identification

Product identifier: SODIUM BISULFITE 38-42%

Other means of identification

SDS number: 000100000131

Recommended use and restriction on use

Recommended use: Reserved for industrial and professional use.

Restrictions on use: Not known.

Manufacturer/Importer/Supplier/Distributor Information

Univar

3075 Highland Pkwy STE 200

Downers Grove, IL 60515

425-889-3400

Emergency telephone number: For emergency assistance Involving chemicals

call CHEMTREC day or night at: 1-800-424-9300. CHEMTREC INTERNATIONAL Tel# 703-527-3887

2. Hazard(s) identification

Hazard Classification

Health Hazards

Acute toxicity (Oral)	Category 4
Skin Corrosion/Irritation	Category 1C - Corrosive
Serious Eye Damage/Eye Irritation	Category 2A
Respiratory sensitizer	Category 1
Skin sensitizer	Category 1

Label Elements

Hazard Symbol



Signal Word

Danger

Hazard Statement

May be corrosive to metals.
Harmful if swallowed.
Causes severe skin burns and eye damage.
May cause an allergic skin reaction.
Causes serious eye irritation.
May cause irritation to the respiratory system.

**Precautionary
Statements**

Prevention

Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.

Response

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF ON SKIN: Wash with plenty of water. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing.

Storage

Keep container tightly closed. Store in a dry place. Protect from sunlight.



Other hazards which do not result in GHS classification None.

3. Composition/information on ingredients

Substances

Chemical Identity	Common name and synonyms	CAS number	Content in percent (%)*
Water		7732-18-5	>=58 - <=73%
Sodium Bisulfite		7631-90-5	>=27 - <=42%

* All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

Composition Comments: The components are not hazardous or are below required disclosure limits.

4. First-aid measures

Ingestion: Call a physician or poison control center immediately. Only induce vomiting at the instruction of medical personnel. Never give anything by mouth to an unconscious person.

Inhalation: Move to fresh air. If breathing is difficult, give oxygen. Perform artificial respiration if breathing has stopped. Get medical attention immediately.

Skin Contact: Immediately flush with plenty of water for at least 15 minutes while removing contaminated clothing and shoes.

Eye contact: If in eyes, hold eyes open, flood with water for at least 15 minutes and see a doctor.

Most important symptoms/effects, acute and delayed

Symptoms: No data available.

Indication of immediate medical attention and special treatment needed

Treatment: Get medical attention if symptoms occur.

5. Fire-fighting measures

General Fire Hazards: No unusual fire or explosion hazards noted.



Suitable (and unsuitable) extinguishing media

Suitable extinguishing media:	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media:	No data available.
Specific hazards arising from the chemical:	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	
Special fire fighting procedures:	No data available.
Special protective equipment for fire-fighters:	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures:	See Section 8 of the SDS for Personal Protective Equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep unauthorized personnel away.
Methods and material for containment and cleaning up:	Absorb spillage with non-combustible, absorbent material. Dike for later disposal. Prevent runoff from entering drains, sewers, or streams. Absorb spill with vermiculite or other inert material, then place in a container for chemical waste. Dike far ahead of larger spill for later recovery and disposal.
Notification Procedures:	Dike for later disposal. Prevent entry into waterways, sewer, basements or confined areas. Stop the flow of material, if this is without risk.
Environmental Precautions:	Do not contaminate water sources or sewer. Prevent further leakage or spillage if safe to do so.

7. Handling and storage

Precautions for safe handling:	Store away from incompatible materials. Use personal protective equipment as required.
Conditions for safe storage, including any incompatibilities:	Store away from incompatible materials. Store in original tightly closed container.



8. Exposure controls/personal protection

Control Parameters

Occupational Exposure Limits

Chemical Identity	type	Exposure Limit Values	Source
Sodium Bisulfite	TWA	5 mg/m ³	US. Tennessee. OELs. Occupational Exposure Limits, Table Z1A (06 2008)
Sodium Bisulfite - Particulate.	ST ESL	50 µg/m ³	US. Texas. Effects Screening Levels (Texas Commission on Environmental Quality) (02 2013)
	AN ESL	5 µg/m ³	US. Texas. Effects Screening Levels (Texas Commission on Environmental Quality) (02 2013)
Sodium Bisulfite	TWA PEL	5 mg/m ³	US. California Code of Regulations, Title 8, Section 5155. Airborne Contaminants (02 2012)
	TWA	5 mg/m ³	US. ACGIH Threshold Limit Values (03 2013)
	REL	5 mg/m ³	US. NIOSH: Pocket Guide to Chemical Hazards (2010)
	TWA	5 mg/m ³	US. OSHA Table Z-1-A (29 CFR 1910.1000) (1989)

Appropriate Engineering Controls

No data available.

Individual protection measures, such as personal protective equipment

General information:

Provide easy access to water supply and eye wash facilities. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Eye/face protection:

Wear safety glasses with side shields (or goggles).

Skin Protection

Hand Protection:

No data available.

Other:

Wear chemical-resistant gloves, footwear, and protective clothing appropriate for the risk of exposure. Contact health and safety



Respiratory Protection: professional or manufacturer for specific information.
In case of inadequate ventilation use suitable respirator. Seek advice from local supervisor.

Hygiene measures: Avoid contact with eyes. Observe good industrial hygiene practices. Wash contaminated clothing before reuse. Avoid contact with skin. Wash hands before breaks and immediately after handling the product.

9. Physical and chemical properties

Physical state:	liquid
Form:	Clear Liquid
Color:	Yellow
Odor:	Odor like sulfur dioxide
Odor threshold:	No data available.
pH:	4.1 - 4.6
Melting point/freezing point:	5 °C
Initial boiling point and boiling range:	212 °F
Flash Point:	No data available.
Evaporation rate:	No data available.
Flammability (solid, gas):	No data available.
Upper/lower limit on flammability or explosive limits	
Flammability limit - upper (%):	No data available.
Flammability limit - lower (%):	No data available.
Explosive limit - upper (%):	No data available.
Explosive limit - lower (%):	No data available.
Vapor pressure:	No data available.
Vapor density:	No data available.
Relative density:	1.3025 - 1.3721
Solubility(ies)	
Solubility in water:	Soluble
Solubility (other):	No data available.
Partition coefficient (n-octanol/water):	No data available.
Auto-ignition temperature:	No data available.
Decomposition temperature:	No data available.

Viscosity: No data available.

10. Stability and reactivity

Reactivity: No data available.
Chemical Stability: Material is stable under normal conditions.
Possibility of hazardous reactions: No data available.
Conditions to avoid: Avoid heat or contamination.
Incompatible Materials: No data available.
Hazardous Decomposition Products: No data available.

11. Toxicological information

Symptoms related to the physical, chemical and toxicological characteristics

Ingestion: No data available.
Inhalation: No data available.
Skin Contact: No data available.
Eye contact: No data available.

Information on toxicological effects

Acute toxicity (list all possible routes of exposure)

Oral

Product: ATEmix (): 2,000 mg/kg

Dermal

Product: ATEmix (): 2,000 mg/kg

Inhalation

Product: No data available.

Specified substance(s):

Sodium Bisulfite LC50 (Rat,): > 5.5 mg/l (, No) 2 = reliable with restrictions LC50 (Rat,): > 5.5 mg/l (, No) 2 = reliable with restrictions

Repeated dose toxicity

Product: No data available.

Skin Corrosion/Irritation

Product: No data available.

Serious Eye Damage/Eye Irritation

Product: No data available.

Respiratory or Skin Sensitization

Product: No data available.

Carcinogenicity

Product: No data available.

IARC Monographs on the Evaluation of Carcinogenic Risks to Humans:

No carcinogenic components identified

US. National Toxicology Program (NTP) Report on Carcinogens:

No carcinogenic components identified

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050):

No carcinogenic components identified

Germ Cell Mutagenicity

In vitro

Product: No data available.

In vivo

Product: No data available.

Reproductive toxicity

Product: No data available.

Specific Target Organ Toxicity - Single Exposure

Product: No data available.

Specific Target Organ Toxicity - Repeated Exposure

Product: No data available.

Aspiration Hazard

Product: No data available.

Other effects: No data available.

12. Ecological information

Ecotoxicity:

Acute hazards to the aquatic environment:

Fish

Product: No data available.

Specified substance(s):

Sodium Bisulfite LC50 (Sailfin molly (Poecilia latipinna), 25 h): 241 mg/l Mortality LC50
(Western mosquitofish (Gambusia affinis), 48 h): 240 mg/l Mortality LC50
(Western mosquitofish (Gambusia affinis), 96 h): 240 mg/l Mortality LC50
(Western mosquitofish (Gambusia affinis), 24 h): 240 mg/l Mortality LC50
(Sailfin molly (Poecilia latipinna), 50 h): 220 mg/l Mortality

Aquatic Invertebrates

Product: No data available.

Specified substance(s):

Sodium Bisulfite LC50 (Water flea (Daphnia magna), 25 h): 116 mg/l Mortality LC50 (Water

flea (*Daphnia magna*), 72 h): 97 mg/l Mortality LC50 (Pond snail (*Lymnaea*), 96 h): 59 mg/l Mortality LC50 (Water flea (*Daphnia magna*), 96 h): 82 mg/l Mortality LC50 (Water flea (*Daphnia magna*), 48 h): 119 mg/l Mortality

Chronic hazards to the aquatic environment:

Fish

Product: No data available.

Aquatic Invertebrates

Product: No data available.

Toxicity to Aquatic Plants

Product: No data available.

Persistence and Degradability

Biodegradation

Product: No data available.

BOD/COD Ratio

Product: No data available.

Bioaccumulative Potential

Bioconcentration Factor (BCF)

Product: No data available.

Partition Coefficient n-octanol / water (log K_{ow})

Product: No data available.

Mobility in Soil: No data available.

Known or predicted distribution to environmental compartments

Water No data available.

Sodium hydrogensulfite No data available.

Known or predicted distribution to environmental compartments

Sodium hydrogensulfite No data available.

13. Disposal considerations

Disposal instructions: Discharge, treatment, or disposal may be subject to national, state, or local laws.

Contaminated Packaging: Since emptied containers retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN Number:	UN 2693
UN Proper Shipping Name:	Bisulfites, aqueous solutions, n.o.s.
Transport Hazard Class(es)	
Class:	8
Label(s):	8
Packing Group:	III
Marine Pollutant:	Not regulated.
Special precautions for user:	—

IATA

UN Number:	UN 2693
Proper Shipping Name:	BISULPHITES, AQUEOUS SOLUTION, N.O.S.
Transport Hazard Class(es):	
Class:	8
Label(s):	8
Packing Group:	III
Environmental Hazards	Not regulated.
Special precautions for user:	—
Other information	
Passenger and cargo aircraft:	Allowed.
Cargo aircraft only:	Allowed.

15. Regulatory information

US Federal RegulationsUS. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

None present or none present in regulated quantities.

CERCLA Hazardous Substance List (40 CFR 302.4):

Sodium Bisulfite Reportable quantity: 5000 lbs.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

☒ Acute (Immediate) ☐ Chronic (Delayed) ☐ Fire ☐ Reactive ☐ Pressure Generating

SARA 302 Extremely Hazardous Substance

None present or none present in regulated quantities.

SARA 304 Emergency Release Notification

Chemical Identity	RQ
Sodium Bisulfite	5000 lbs.

SARA 311/312 Hazardous Chemical

Chemical Identity	Threshold Planning Quantity
Water	500 lbs
Sodium Bisulfite	500 lbs

SARA 313 (TRI Reporting)

None present or none present in regulated quantities.

Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3)

Sodium Bisulfite Reportable quantity: 5000 lbs.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130):

None present or none present in regulated quantities.

US State Regulations

US. California Proposition 65

No ingredient regulated by CA Prop 65 present.

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

Sodium Bisulfite Listed

US. Massachusetts RTK - Substance List

Sodium Bisulfite Listed

US. Pennsylvania RTK - Hazardous Substances

Sodium Bisulfite Listed

US. Rhode Island RTK

Sodium Bisulfite Listed

Version: 1.3
Revision Date: 08/08/2017



Inventory Status: Australia AICS:	Not in compliance with the inventory.
Canada DSL Inventory List:	Not in compliance with the inventory.
EINECS, ELINCS or NLP:	On or in compliance with the inventory
Japan (ENCS) List:	Not in compliance with the inventory.
China Inv. Existing Chemical Substances:	Not in compliance with the inventory.
Korea Existing Chemicals Inv. (KECI):	Not in compliance with the inventory.
Canada NDSL Inventory:	Not in compliance with the inventory.
Philippines PICCS:	Not in compliance with the inventory.
US TSCA Inventory:	On or in compliance with the inventory
New Zealand Inventory of Chemicals:	Not in compliance with the inventory.
Japan ISHL Listing:	Not in compliance with the inventory.
Japan Pharmacopoeia Listing:	Not in compliance with the inventory.
Mexico INSQ:	Not in compliance with the inventory.
Ontario Inventory:	Not in compliance with the inventory.
Taiwan Chemical Substance Inventory:	Not in compliance with the inventory.

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

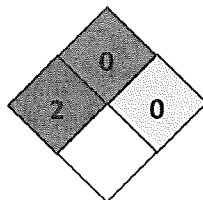
HMIS Hazard ID

Health	3
Flammability	0
Physical Hazards	0
PERSONAL PROTECTION	B

B - Safety Glasses & Gloves

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; RNP - Rating not possible; *Chronic health effect

NFPA Hazard ID



Flammability
Health
Reactivity
Special hazard.

Hazard rating: 0 - Minimal; 1 - Slight; 2 - Moderate; 3 - Serious; 4 - Severe; RNP - Rating not possible

Issue Date: 08/08/2017
Revision Date: No data available.
Version #: 1.3
Further Information: No data available.

COMPANY IDENTITY: Univar
 PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
 ORIGINAL: 05/07/2013

SAFETY DATA SHEET

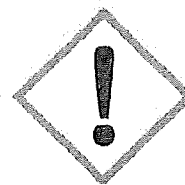
This Safety Data Sheet conforms to ANSI Z400.5, and to the format requirements and the International Chemical Safety Cards of the Global Harmonizing System.

THIS SDS COMPLIES WITH 29 CFR 1910.1200 (HAZARD COMMUNICATION STANDARD)

IMPORTANT: Read this SDS before handling & disposing of this product.
 Pass this information on to employees, customers, & users of this product.

SECTION 1. IDENTIFICATION OF THE SUBSTANCE OR MIXTURE AND OF THE SUPPLIER

PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%
 SDS NUMBER: CDS-2123
 COMPANY IDENTITY: Univar
 COMPANY ADDRESS: 17425 NE Union Hill Road
 COMPANY CITY: Redmond, WA 98052
 COMPANY PHONE: 1-425-889-3400
 EMERGENCY PHONES: CHEMTREC: 1-800-424-9300 (USA)
 CANUTEC: 1-613-996-6666 (CANADA)



SECTION 2. HAZARDS IDENTIFICATION

CAUTION

HAZARD STATEMENTS:

H100s = General, H200s = Physical, H300s = Health, H400s = Environmental

H290 May be corrosive to metals.
 H300 Fatal if swallowed.
 H314 Causes severe skin burns and eye damage.
 H335 May cause respiratory irritation.

PRECAUTIONARY STATEMENTS:

P100s = General, P200s = Prevention, P300s = Response, P400s = Storage, P500s = Disposal

P260 Do not breathe dust/fume/gas/mist/vapors/spray.
 P262 Do not get in eyes, on skin, or on clothing.
 P280 Wear protective gloves/protective clothing/eye protection/face protection.
 P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

MATERIAL	CAS#	EINECS#	WT %
Water	7732-18-5	231-791-2	73-95
Sodium Bisulfite	7631-90-5	-	5-27

Trace components: Trace ingredients (if any) are present in < 1% concentration, (< 0.1% for potential carcinogens, reproductive toxins, respiratory tract mutagens, and sensitizers). None of the trace ingredients contribute significant additional hazards at the concentrations present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalents, and Canadian Hazardous Materials Identification System Standard (CPR 4).

SEE SECTIONS 8, 11 & 12 FOR TOXICOLOGICAL INFORMATION.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
ORIGINAL: 05/07/2013

SECTION 4. FIRST AID MEASURES

GENERAL ADVICE:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists, refer to Section 8 for specific personal protective equipment.

EYE CONTACT:

If this product enters the eyes, open eyes while under gently running water. Use sufficient force to open eyelids. "Roll" eyes to expose more surface. Minimum flushing is for 15 minutes. Seek immediate medical attention.

SKIN CONTACT:

If the product contaminates the skin, immediately begin decontamination with running water. Minimum flushing is for 15 minutes. Remove contaminated clothing, taking care not to contaminate eyes. If skin becomes irritated and irritation persists, medical attention may be necessary. Wash contaminated clothing before reuse, discard contaminated shoes.

INHALATION:

After high vapor exposure, remove to fresh air. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. Keep person warm and at rest. breathing is difficult, give oxygen. If breathing has stopped, trained personnel should immediately begin artificial respiration. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. If the heart has stopped, trained personnel should immediately begin cardiopulmonary resuscitation (CPR). Seek immediate medical attention. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

SWALLOWING:

If swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER FOR MOST CURRENT INFORMATION. If professional advice is not available, give two glasses of water to drink. DO NOT INDUCE VOMITING. Never induce vomiting or give liquids to someone who is unconscious, having convulsions, or unable to swallow. Seek immediate medical attention.

NOTES TO PHYSICIAN:

There is no specific antidote. Treatment of overexposure should be directed at the control of symptoms and the clinical condition of the patient. Any material aspirated during vomiting may cause lung injury. Therefore, emesis should not be induced mechanically or pharmacologically. If it is considered necessary to evacuate the stomach contents, this should be done by means least likely to cause aspiration (such as: Gastric lavage after endotracheal intubation).

Victims of chemical exposure must be taken for medical attention. Rescuers should be taken for medical attention, if necessary. Take a copy of label and SDS to physician or health professional with victim.

SECTION 5. FIRE FIGHTING MEASURES

FIRE & EXPLOSION PREVENTIVE MEASURES

Not Applicable.

EXTINGUISHING MEDIA

Use water spray, carbon dioxide, foam, halon, dry chemical, and any "ABC" Class extinguishing media.

SPECIAL FIRE FIGHTING PROCEDURES

Water spray may be ineffective on fire but can protect fire-fighters & cool closed containers. Use fog nozzles if water is used. Do not enter confined fire-space without full bunker gear. (Helmet with face shield, bunker coats, gloves & rubber boots). Use NIOSH approved positive-pressure self-contained breathing apparatus.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
ORIGINAL: 05/07/2013

SECTION 5. FIRE FIGHTING MEASURES (CONTINUED)

UNUSUAL EXPLOSION AND FIRE PROCEDURES

Noncombustible.

Closed containers may explode if exposed to extreme heat.
Applying to hot surfaces requires special precautions.

SECTION 6. ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE AND ENVIRONMENTAL PRECAUTIONS:

Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. In case of a spill, clear the affected area, protect people, and respond with trained personnel.

PERSONAL PROTECTIVE EQUIPMENT

The proper personal protective equipment for incidental releases (such as: 1 Liter of the product released in a well-ventilated area), use impermeable gloves (triple-gloves (rubber gloves and nitrile gloves, over latex gloves), goggles, face shield, and appropriate body protection. In the event of a large release, use impermeable gloves, specific for the material handled, chemically resistant suit and boots, and hard hat. Self-Contained Breathing Apparatus or respirator may be required where engineering controls are not adequate or conditions for potential exposure exist. When respirators are required, select NIOSH/MSHA approved based on actual or potential airborne concentrations in accordance with latest OSHA and/or ANSI recommendations.

ENVIRONMENTAL PRECAUTIONS:

Stop spill at source. Construct temporary dikes of dirt, sand, or any appropriate readily available material to prevent spreading of the material. Close or cap valves and/or block or plug hole in leaking container and transfer to another container. Keep from entering storm sewers and ditches which lead to waterways, and if necessary, call the local fire or police department for immediate emergency assistance.

CONTAINMENT AND CLEAN-UP MEASURES:

Absorb spilled liquid with polypads or other suitable absorbent materials. If necessary, neutralize using suitable buffering material, (acid with soda ash or base with phosphoric acid), and test area with litmus paper to confirm neutralization. Clean up with non-combustible absorbent (such as: sand, soil, and so on). Shovel up and place all spill residue in suitable containers. dispose of at an appropriate waste disposal facility according to current applicable laws and regulations and product characteristics at time of disposal (see Section 13 - Disposal Considerations).

SECTION 7. HANDLING AND STORAGE

HANDLING

Avoid prolonged or repeated contact.
To minimize static discharge when transferring, ensure electrical continuity by bonding and grounding all equipment. Use an inlet line diameter of at least 3.5 inches (8.9 centimeters) with a maximum flow rate of 1 meter/second.

STORAGE

Isolate from strong oxidants. Do not store above 49 C/120 F.
Keep container tightly closed & upright when not in use to prevent leakage.

NONBULK: CONTAINERS:

Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Material should be stored in secondary containers or in a diked area, as appropriate. Store containers away from incompatible chemicals (see Section 10, Stability and Reactivity). Post warning and "NO SMOKING" signs in storage and use areas, as appropriate. Empty containers should be handled with care. Never store food, feed, or drinking water in containers which held this product.

COMPANY IDENTITY: Univar
 PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
 ORIGINAL: 05/07/2013

SECTION 7. HANDLING AND STORAGE (CONTINUED)

BULK CONTAINERS:

All tanks and pipelines which contain this material must be labeled. Perform routine maintenance on tanks or pipelines which contain this product. Report all leaks immediately to the proper personnel.

TANK CAR SHIPMENTS:

Tank cars carrying this product should be loaded and unloaded in strict accordance with tank-car manufacturer's recommendation and all established on-site safety procedures. Appropriate personal protective equipment must be used (see Section 8, Engineering Controls and Personal Protective Equipment.). All loading and unloading equipment must be inspected, prior to each use. Loading and unloading operations must be attended, at all times. Tank cars must be level, brakes must be set or wheels must be locked or blocked prior to loading or unloading. Tank car (for loading) or storage tanks (for unloading) must be verified to be correct for receiving this product and be properly prepared, prior to starting the transfer operations. Hoses must be verified to be in the correct positions, before starting transfer operations. A sample (if required) must be taken and verified (if required) prior to starting transfer operations. All lines must be blown-down and purged before disconnecting them from the tank car or vessel.

PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT:

Follow practices indicated in Section 6 (Accidental Release Measures). Make certain application equipment is locked and tagged-out safely. Always use this product in areas where adequate ventilation is provided. Collect all rinsates and dispose of according to applicable Federal, State, or local procedures.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

MATERIAL	CAS#	EINECS#	TWA (OSHA)	TLV (ACGIH)
Water	7732-18-5	231-791-2	None Known	None Known
Sodium Bisulfite	7631-90-5	-	None Known	None Known
Sodium Sulfite	7757-83-7	-	None Known	None Known

This product contains no EPA Hazardous Air Pollutants (HAP) in amounts > 0.1%.

RESPIRATORY EXPOSURE CONTROLS

Maintain airborne contaminant concentrations below exposure limits given above. If respiratory protection is needed, use only protection authorized in 29 CFR 1910.134, European Standard EN 149, or applicable State regulations. If adequate ventilation is not available or there is potential for airborne exposure above the exposure limits, a respirator may be worn up to the respirator exposure limitations, check with respirator equipment manufacturer's recommendations/limitations. For a higher level of protection, use positive pressure supplied air respiration protection or Self Contained Breathing Apparatus or if oxygen levels are below 19.5% or are unknown.

EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS

Positive pressure, full-face piece Self Contained Breathing Apparatus; or positive pressure, full-face piece Self Contained Breathing Apparatus with an auxilliary positive pressure Self Contained Breathing Apparatus.

VENTILATION

LOCAL EXHAUST: Necessary MECHANICAL (GENERAL): Necessary
 SPECIAL: None OTHER: None
 Please refer to ACGIH document, "Industrial Ventilation, A Manual of Recommended Practices", most recent edition, for details.

EYE PROTECTION:

Splash goggles or safety glasses. Face-shields are recommended when the operation can generate splashes, sprays or mists.

HAND PROTECTION:

Wear appropriate impervious gloves for routine industrial use. Use impervious gloves for spill response, as stated in Section 6 of this SDS (Accidental Release Measures).

COMPANY IDENTITY: Univar
 PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
 ORIGINAL: 05/07/2013

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION (CONTINUED)

NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

BODY PROTECTION:

Use body protection appropriate for task. Cover-all, rubber aprons, or chemical protective clothing made from impervious materials are generally acceptable, depending on the task.

WORK & HYGIENIC PRACTICES:

Provide readily accessible eye wash stations & safety showers.
 Wash at end of each workshift & before eating, smoking or using the toilet.
 Promptly remove clothing that becomes contaminated. Destroy contaminated leather articles. Launder or discard contaminated clothing.

SECTION 9. PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Liquid, Yellow
ODOR:	Pungent, Sulfur Dioxide Odor
ODOR THRESHOLD:	Not Available
pH (Neutrality):	6.0
MELTING POINT/FREEZING POINT:	Not Available
BOILING RANGE (IBP, 50%, Dry Point):	> 100 C / > 212 F (*=End Point)
FLASH POINT (TEST METHOD):	Not Applicable
EVAPORATION RATE (n-BUTYL ACETATE=1):	Not Applicable
FLAMMABILITY CLASSIFICATION:	Non-Combustible
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
UPPER FLAMMABLE LIMIT IN AIR (% by vol):	Not Available
VAPOR PRESSURE (mm of Hg)@20 C	17.5
VAPOR DENSITY (air=1):	0.670
GRAVITY @ 68/68 F / 20/20 C:	
SPECIFIC GRAVITY (Water=1):	1.311
POUNDS/GALLON:	10.921
WATER SOLUBILITY:	Complete
PARTITION COEFFICIENT (n-Octane/Water):	Not Available
AUTO IGNITION TEMPERATURE:	Not Applicable
DECOMPOSITION TEMPERATURE:	Not Available
VOC'S (>0.44 Lbs/Sq In) :	0.0 Vol% / 0.0 g/L / 0.000 Lbs/Gal
TOTAL VOC'S (TVOC)*:	0.0 Vol% / 0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC'S (CVOC)*:	0.0 Vol% / 0.0 g/L / 0.000 Lbs/Gal
HAZARDOUS AIR POLLUTANTS (HAPS):	0.0 Wt% / 0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC PARTIAL PRESSURE (mm of Hg @ 20 C)	0.0

* Using California South Coast Air Quality Management District (SCAQMD) Rule 443.1.

SECTION 10. STABILITY & REACTIVITY

STABILITY

Stable under normal conditions.

CONDITIONS TO AVOID

Temperatures at or near boiling causes evolution of toxic and corrosive sulfur dioxide gas. (Sulfur dioxide is also evolved slowly at ambient temperatures).

MATERIALS TO AVOID

This product reacts with strong acids producing heat and sulfur dioxide gas, which is toxic. Oxidizers may cause strong exothermic reactions. Other incompatibles include sodium nitrite and aluminum powder.

HAZARDOUS DECOMPOSITION PRODUCTS

Sodium Oxide & Hydroxide, sulfur dioxide from heating.

HAZARDOUS POLYMERIZATION

Will not occur.

COMPANY IDENTITY: Univar
PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
ORIGINAL: 05/07/2013

SECTION 11. TOXICOLOGICAL INFORMATION

ACUTE HAZARDS

EYE & SKIN CONTACT:

Acute overexposure can cause irritation to skin.
Acute overexposure can cause irritation to eyes.

INHALATION:

No significant hazard.

SWALLOWING:

Swallowing can cause abdominal irritation, nausea, vomiting & diarrhea.

SUBCHRONIC HAZARDS/CONDITIONS AGGRAVATED

CONDITIONS AGGRAVATED

None Known.

CHRONIC HAZARDS

CANCER, REPRODUCTIVE & OTHER CHRONIC HAZARDS:

This product has no carcinogens listed by IARC, NTP, NIOSH, OSHA or ACGIH, as of this date, greater or equal to 0.1%.

IRRITANCY OF PRODUCT: This product is irritating to contaminated tissue.

SENSITIZATION TO THE PRODUCT: Sodium bisulfite may also cause severe allergic reaction in some asthmatics and sulfite sensitive individuals.

MUTAGENICITY: This product is not reported to produce mutagenic effects in humans.

EMBRYOTOXICITY: This product is not reported to produce embryotoxic effects in humans.

TERATOGENICITY: This product is not reported to produce teratogenic effects in humans.

REPRODUCTIVE TOXICITY: This product is not reported to cause reproductive effects in humans.

A mutagen is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate through generational lines. An embryotoxin is a chemical which causes damage to a developing embryo (such as: within the eight weeks of pregnancy in humans), but the damage does not propagate across generational lines. A teratogen is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A reproductive toxin is any substance which interferes in any way with the reproductive process.

MAMMALIAN TOXICITY INFORMATION

No mammalian information is available on this product.

COMPANY IDENTITY: Univar
 PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
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SECTION 12. ECOLOGICAL INFORMATION

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

EFFECT OF MATERIAL ON PLANTS OR ANIMALS:

This product may be harmful or fatal to plant and animal life if released into the environment. Refer to Section 11 (Toxicological Information) for further data on the effects of this product's components on test animals.

EFFECT OF MATERIAL ON AQUATIC LIFE:

No aquatic environmental information is available on this product.

MOBILITY IN SOIL

Mobility of this material has not been determined.

DEGRADABILITY

This product is completely biodegradable.

ACCUMULATION

Bioaccumulation of this product has not been determined.

SECTION 13. DISPOSAL CONSIDERATIONS

Processing, use or contamination may change the waste management options. Recycle / dispose of observing national, regional, state, provincial and local health, safety & pollution laws. If in doubt, contact appropriate agencies.

SECTION 14. TRANSPORT INFORMATION

IF > 18518 LB / 8418 KG OF THIS PRODUCT IS IN 1 CONTAINER, IT EXCEEDS THE RQ OF SODIUM BISULFITE. "RQ" MUST BE PUT BEFORE THE DOT SHIPPING NAME.

DOT SHIPPING NAME: UN2693, Bisulfites, aqueous solutions, n.o.s.
 (Sodium Bisulfite), 8, PG-III

DRUM LABEL: Corrosive (8)

IATA / ICAO: UN2693, Bisulfites, aqueous solutions, n.o.s.
 (Sodium Bisulfite), 8, PG-III

IMO / IMDG: UN2693, Bisulfites, aqueous solutions, n.o.s.
 (Sodium Bisulfite), 8, PG-III

EMERGENCY RESPONSE GUIDEBOOK NUMBER: 154

CANADA: DANGEROUS GOODS TRANSPORT: This material is considered as DANGEROUS GOODS.

SECTION 15. REGULATORY INFORMATION

EPA REGULATION:

SARA SECTION 311/312 HAZARDS: Acute Health

All components of this product are on the TSCA list.

SARA Title III Section 313 Supplier Notification

This product contains the indicated <*> toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning & Community Right-To-Know Act of 1986 & of 40 CFR 372. This information must be included in all MSDSs that are copied and distributed for this material.

SARA TITLE III INGREDIENTS	CAS#	EINECS#	WT%	(REG.SECTION)	RQ(LBS)
Sodium Bisulfite	7631-90-5	-	5-27	(313)	5000



COMPANY IDENTITY: Univar
PRODUCT IDENTITY: SODIUM BISULFITE SOLUTION, 5 - 27%

SDS DATE: 05/07/2013
ORIGINAL: 05/07/2013

SECTION 15. REGULATORY INFORMATION (CONTINUED)

INTERNATIONAL REGULATIONS

The components of this product are listed on the chemical inventories of the following countries:

Australia (AICS), Canada (DSL, NDSL), China (IECSC), Europe (EINECS, ELINCS), Japan (METI/CSCL, MHLW/ISHL), South Korea (KECI), New Zealand (NZIoC), Philippines (PICCS), Switzerland (SWISS), Taiwan (NECSI), USA (TSCA).

CANADA: WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

D2B: Irritating to skin / eyes.

E: Corrosive material.

This product has been classified in accordance with hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the CPR.

SECTION 16. OTHER INFORMATION

HAZARD RATINGS:

HEALTH (NFPA): 2, HEALTH (HMIS): 2, FLAMMABILITY: 0, REACTIVITY: 1
(Personal Protection Rating to be supplied by user based on use conditions.)

This information is intended solely for the use of individuals trained in the NFPA & HMIS hazard rating systems.

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 from 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 ProcessSM.
- B. Information and updated for employees on the Responsible Distribution ProcessSM 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 ProcessSM.

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 CORRECTIVE 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

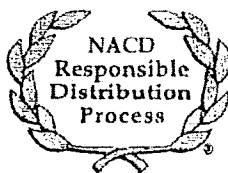
- A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (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 creating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.
8. To promote the principles and practices of Responsible Distribution ProcessSM by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.



RDP – What Is It?

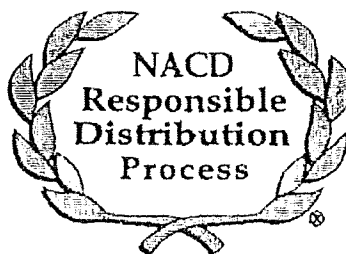
Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution ProcessSM (RDP), which focuses on the responsible management and distribution of chemicals.

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.



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UNIVAR'S SECURITY PROGRAM

As a distributor of industrial chemicals and solvents, a responsible distribution member of the National Association of Chemical Distributors, and an active member of the communities we serve, Univar USA Inc. has long had policies and procedures in place to ensure the security of our products, facilities, employees and communities. On March 25th 2003, the Department of Transportation (DOT) enacted HM-232 to address concerns regarding the security of hazardous materials during transportation. The following summary outlines the major provisions of Univar's Security Program as it pertains to the safety and security of our products, facilities, employees and communities as well as DOT's security regulations.

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.

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" policy (included in the Employee Handbook)
- Policy on "Confidential Information" policy (included in the Employee Handbook)
- Checkout procedures for terminating employees
- Referral of illegal or criminal activities to law enforcement

UNAUTHORIZED ACCESS

Univar has established minimum facility security guidelines that each facility must implement and adhere to. 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.

FDA REGULATED PRODUCTS

The security of FDA regulated products falls within the overall facility security plan which complies with the various federal regulations governing chemical security, including the DOT and the Department of Homeland Security (DHS).

All FDA regulated products have tamper-evident seals or caps on the containers, including rail tank cars, tank trucks, intermediate bulk containers (IBCs), drums and pails. The use of tamper evident seals provides a mechanism for the warehousemen, driver and/or customer to identify potential tampering with the container.

In addition, all FDA regulated products are lot controlled. The lot number on the container is cross-referenced with the lot number on the bill of lading before delivery to the customer.

For FDA regulated products packaged/transferred at Univar USA facilities, all of the hoses and other devices used during the product transfer process are secured at the end of the packaging process by various means.

All inbound and outbound shipments of these products are inspected to assure they are properly packaged, labeled and have tamper evident seals in place.

SECURITY ASSESSMENT / EVALUATION

All facilities undergo periodic security review to evaluate the integrity and effectiveness of their security policies, procedures and systems.

RESPONSIBILITIES

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

- Prepare and implement a site 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, crisis management planning and execution
- Periodically reassess the facility's site security program

TRAINING

Employees receive training regarding this security program and its implementation. Training will address the following items:

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

EN ROUTE SECURITY

Univar trucks are clearly marked with Univar's name and address on the cab doors. Products and routes will be evaluated to assess the security risks. Measures will be taken to secure hazardous cargo while in transit.

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

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 and covers the California branch locations. 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 stand-alone 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 is managed by the Corporate Risk Management and EHS Departments. The Program includes:

Employer Information:	Univar USA Inc., 3075 Highland Parkway, Suite 200, Downers Grove, IL 60515-5560, Phil Hockaday-VP Global EHS (UK Based), Patrick Wallior-Director of H&S 425-889-3731, Kerri Howard-Director of Risk Management 331-777-6061.
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Administrator Information:	425-889-3791, chemical distribution (type of business and main activity).
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Person(s) with the authority and responsibility to administer this program. Phil Hockaday -VP Global EHS, Patrick Wallior- Director of H&S 425-889-3731, Kerri Howard- Director of Risk Management-331-777-6061.

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 are also conducted. All inspection forms that implement the safety programs in OSM are located in VanNet under Operations.

Training Program:

Employees receive initial, refresher and also participate in the company's Serious about Safety program. Ongoing training is required and training is managed through the LMS.

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.

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 by laws, regulations or the UNIVAR's Record Retention Policy .
Program Reviews:	Review to ensure Cal-OSHA and other company programs are updated as required to ensure compliance and effectiveness.

II. Written Program**(A) Employer Information**

This IIPP is specifically designed for UNIVAR facility located at:

Address: 2600 S. Garfield Ave.

City: Commerce State: CA Zip Code: 90040

Telephone Number: (323) 727-7005

Type of Business: Distribution

Main Activity: Chemical Distribution

SIC Code: 5169

(B) Responsibility

The person with the authority and responsibility for implementing this IIPP:

Name: Chris Betancourt

Title: Branch Operations Manager

Alternate: Todd Walton

Title: District Operations Manager

(C) Safety & Health Hazard Evaluation

Careful review has been given to all positions and job functions within UNIVAR and the following job classifications have been determined to most accurately represent the workforce at our locations:

1) Administrative

This job classification includes positions in the office, accounting, sales, supervisory and management areas.

2) Material Handlers

This job classification includes positions in the warehouse, tank farm, laboratory and field technicians.

3) Maintenance

This job classification includes positions in vehicle and general facility maintenance.

4) Transportation

This job classification includes positions with full-time or part-time driving capacity.

A review of accidents, injuries, and illnesses, periodic and scheduled safety inspection records, information provided by employees, and each job classification identified above has been conducted to determine the occupational hazards associated with each job classification. These occupational hazards have been identified and are listed in Appendix A of this program. All Operations Managers and Supervisors have been trained by the Corporate EHS Department through Safety Compliance Leadership Training (SCLT) on hazard recognition and identifying controls to prevent injury. All employees are trained to report hazards and unsafe conditions at their work site without fear of reprisal. Employees also participate on the Safety Committees at the branch location. New committee members are assigned annually, rotation of employees ensure wider participation. Meeting minutes are documented (see Appendix A).

(D) Standard Operating Procedures/Operating Standards

UNIVAR has developed Standard Operating Procedures/Operating Standards to minimize exposure to the occupational hazards associated with each job classification. These Standard Operating Procedures/Operating Standards identify pertinent information such as safe working conditions, safe work practices, and personal protective equipment. UNIVAR's standard operating procedures are included in such documents as the Operating Standards Manual, Emergency/Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program and the Confined Space Program.

(E) Inspection Program

(1) Summary

UNIVAR conducts inspections to identify and evaluate workplace hazards.

The inspections are performed when one of the following occurs:

1. The IIPP is first established.
2. New substances, processes, procedures or equipment which present potential new hazards are introduced into the workplace.
3. The employer becomes aware of new or previously unrecognized hazard.
4. An occupational injury or illness occurs.
5. Workplace conditions warrant an inspection.

Annual EHS audits that include the Program are performed by qualified internal auditors. Corrective actions to findings are tracked until closure. Hazard assessments and PPE certification are performed at least every 3 years or whenever modifications or new processes are introduced in operations, according to Operations Standards manual (OSM) Section 1.21. All audit reports include date of audit, name of auditors, completed audit checklists, and other supporting documentation. Records are maintained on file in the Document Manual File at the branch location.

UNIVAR also schedules periodic inspections of several work areas around the facility. These inspections are intended to address each aspect of our operations such as emergency response, personal protective equipment, loading and unloading areas (including railcars), hazardous waste and virgin material storage areas, repackaging and drumming areas, maintenance facilities and transportation vehicles. Each specific area has a designated inspection schedule. The schedules of inspection are based on the frequency of use and the hazards associated with each item.

The inspection schedule identifies the area, structure or equipment; the specific items to be inspected; the hazards or problems associated with each item and the frequency of inspections. The inspection schedule is identified in Appendix C of this program.

In addition to inspecting all aspects of the operations, periodic reviews are to be conducted to verify appropriate documentation of inspections, meetings, training, driver qualification files, etc. These reviews are conducted once or twice annually by area designated personnel as part of the environmental, safety and health audit. Where possible, audits/reviews are completed by personnel not affiliated with the facility to achieve maximum objectivity.

(2) Accident/Injury Investigation

UNIVAR is self-insured and has a vested interest in preventing occupational accidents, injuries or illnesses. Employees are required to report all incidents no matter how minor they might appear to be. Following a report of an incident, the supervisor/manager in charge is required to investigate each incident and document the findings in an *Incident Report* and enters the incident investigation into the Enablon incident management system. The report addresses:

- a) Type of Incident: Was it an employee injury, a near miss, etc.?
- b) Description: What happened? What are the facts of the incident?
- c) Root Cause: Why did the incident happen? Focuses on objective causes of the incident.

- d) Recommendations: – What corrective actions need to be taken to prevent reoccurrence.

This investigation process is designed to monitor and identify trends in employee behavior as well as the physical processes in the facility. The safety committee also reviews all *Incident Reports* for the previous month to determine/review the root cause of each incident and suggest corrective/disciplinary action if appropriate. A copy of the *Incident Report* form is included in Appendix E of this program.

(3) **Corrective Action**

An inspection program is only as effective as its corrective action plan. UNIVAR has two types of written corrective action plans. The remedial action section(s) of the Daily, Weekly and Monthly Inspection Forms addresses the deficiencies discovered during routinely scheduled inspections. The Safety Environmental Review Action Report addresses the deficiencies discovered during annual/biannual environmental, health and safety audits. UNIVAR's policy regarding corrective action related to cases of imminent danger is also discussed below.

The Inspection Forms list the items identified as deficient; the remedial action required correcting the deficiencies and the date that corrective action is to be completed. Items identified as deficient are ranked based on the severity of the potential hazard, i.e. items with high hazard potential are given priority over items with low hazard potential. Records of remedial action as part of the Inspection Forms will be maintained according to the facility's Record Retention Policy. Copies of the Inspection Forms are given in Appendix C of this program.

The Safety Environmental Review Action Report is designed to identify deficiencies during the environmental health and safety audits; establish corrective action; the identity of the person(s) responsible for the corrections and the date of completion for each item. The Safety Environmental Review Action Report is to be reviewed by and certified by the Area Operations Manager.

In cases where an imminent danger exists which can not be abated without endangering the health or safety employees, all personnel must be evacuated from the area except those necessary to correct the hazard. Employees selected to correct the hazard must be provided with all proper safeguards before taking corrective action.

(F) **Training**

Because of the physical nature of chemicals handled daily at Univar, USA training is a vital part of our operations. The primary purpose of a training program is to inform employees of the potential occupational hazards identified in the general work place and those specifically related to each job assignment. Further, the training program is designed to inform employees of the most effective means of minimizing the potential hazards associated with each job assignment. This includes safe working conditions, safe work practices and personal protective equipment.

Univar USA Training Program divided into three major components: initial, ongoing and refresher training. All training is entered and managed through the Learning Management System (LMS). Hardcopy training attendance sheets are also maintained as backup documentation at the branch location. Training requiring testing, results of the tests are also included in the documentation. Training records are retained based on the retention schedule defined by the Legal Department. All records are maintained at least the previous 5 years. Each component of the training program is identified below.

(1) **Initial Training**

- a) Administrative employees are trained on general office hazards and their limitations within operations areas. Additionally, administrative employees are trained on hazards associated with the classes of chemicals found on site, how to protect themselves in the event of an emergency and proper evacuation procedures. This is primarily accomplished through the Hazard Communication Program and the Contingency Plan.
- b) Operations personnel are trained based on the duties and functions to be performed in an emergency response organization. There are two categories:
 1. Operations personnel are required to complete a 24 hour training program consistent with OSHA's requirements set forth in 29 CFR Section 1910.120(q)(6) for *Hazardous Materials Technicians*. The 24 hour OSHA training program consists of all of requirements set forth above for the *First Responder Operations level* as well as:
 - Emergency response plan implementation.
 - Classification, identification and verification of known and unknown materials by the use of field survey instruments and equipment.
 - Chemical and toxicological terminology and behavior.
 - Being able to function in an assigned role in the Incident Command System.
 2. Operations managers and supervisors are required to complete a 24 hour training program consistent with OSHA's requirements set forth in 29 CFR Section 1910.120 (e)(3). The 24 hour OSHA training program consists of:
 - Emergency response plan development and implementation.
 - Hazard and risk assessment techniques.

- Selection and use of personal protective equipment.
- Safe use of engineering controls and equipment on the site.
- Medical surveillance (symptoms and signs which might indicate overexposure to hazards).
- Decontamination procedures.
- Confined space awareness.
- Spill containment program development and implementation.

Also, consistent with OSHA's training requirement set forth in 29 CFR Section 1910.120(e)(4), operations supervisors and managers are required to receive an additional 8 hour training program on:

- The company's safety & health program(s).
- The company's employee training program(s).
- The company's personal protective equipment program(s).
- The company's spill containment program(s).
- The company's health hazard monitoring procedures and techniques.

Employees who can demonstrate by means of documentation, through either previous work experience or equivalent training competency in the above mentioned areas will be exempted from the initial training.

(2) **Ongoing Training**

The second component of Univar USA training program is ongoing training. Ongoing training is designed to instruct employees on new policies and procedures, changes in facility equipment, processes, or materials handled and address issues of concern and/or trends. It is also designed to reinforce previous training if management deems it necessary.

Ongoing training is facilitated through monthly safety meetings. Safety meetings are scheduled in advance and attendance is mandatory. Safety meetings are designed to provide an opportunity for employees to express their concerns about any particular aspect of our operations or make suggestions on enhancing operations or minimizing the potential hazards associated with a specific job function.

(3) Refresher Training

The third component of Univar USA's training program is refresher training. Refresher training is required for specific training topics. It is intended to maintain a high level of proficiency throughout employment and ensure constant updates of training information. A list of required refresher training is included in Appendix F of this program.

(G) Communication

UNIVAR requires its employees to participate in the safety program. The opportunity to participate in the safety program is facilitated through safety meetings; safety committee meetings and Management's Open Door Policy. Management monitors employee behavior and addresses these behaviors through the company's safety award program and progressive disciplinary action policy.

(1) Safety Meetings

The first and most often utilized avenue of communication is the monthly safety meetings. Because management participates in all safety meetings, it is the most convenient means of establishing a two-way dialogue between employees and management. Safety meetings are divided into two parts. The first part is the training session, which provides information on new policies, procedures, equipment, or process changes.

The second part of the safety meeting is to allow employees and management to discuss any concerns.

(2) Safety Committee Meetings

UNIVAR also holds monthly safety committee meetings for a duration of 30-60 minutes, depending on meeting content. The safety committee is comprised of at least one Branch Operations Supervisor/Manager and representatives from each operating area of the facility. The responsibilities of the safety committee include:

- To serve in planning the facility's safety program; to take a leading role in making the program operate successfully and to influence others to work safely.
- To plan and organize employee safety meetings, including training aids, outside speakers, etc.
- To establish procedures for handling suggestions and recommendations and prepare minutes of its meetings and employee safety meetings.

- To study and recommend adoption of changes to procedures pertaining to the use of personal protective equipment or devices for the elimination or control of hazards based on suggestions of operation personnel.
- To establish a system of follow-ups and deadlines on all recommendations to the committee to see that compliance is achieved.
- To review Incident Notifications for completeness and to make recommendations to management in regards to corrective actions, disciplinary actions, etc.
- To ensure an accident-free operation through constant monitoring of conditions, preventative maintenance and the establishment of safe operating procedures with the help and recommendations of operations personnel.
- To ensure that the safety and health policy of the company is communicated to every employee and that such policy is effectively implemented.
- To communicate new safety ideas to area management so that all facilities may benefit.
- To document committee attendees, discussion topics, action items and a corrective action schedule to meet recordkeeping and follow-up requirements.
- To ensure compliance with federal, state and local safety regulations.

(3) Management's Open Door Policy

UNIVAR recognizes that some employees will be less comfortable discussing health and safety issues in open forum situations such as the monthly safety and safety committee meetings. For this reason, UNIVAR has chosen to adopt an Open Door Policy. This policy encourages employees to discuss any health and safety concerns with management by allowing them to present the issue to a supervisor either directly or on an anonymous basis at any time without fear of reprimand or reprisal. The supervisor must investigate the issue and report the findings to the employee that originally presented the issue. The supervisor must take corrective action, where applicable, within a reasonable amount of time.

(H) US Recognition Program Overview

(1) ABCD Recognition (Above and Beyond the Call of Duty)

Employees may be nominated for going above and beyond the call of duty in any aspect of their job related to health and safety, regulatory compliance or operational excellence. Nominations are forwarded to the ROM who meets monthly with a committee of regional and national EHS and operations personnel to award ABCD letters of recognition. The letters are a token of appreciation for taking the time and initiative to go above and beyond the call of duty. Any IC employee can be nominated for ABCD recognition.

(2) Group Annual Recognition

In Jan. 2013, branches will receive a perpetual plaque for ‘years without an OSHA recordable injury’. An annual tag will be presented to each branch after every year in which all employees at the branch have had no recordable injuries. The annual tag will be hung from a plaque that hangs in the branch reception area to show suppliers, customers, inspectors, and members of our communities that we are “Serious About Safety.”

(I) Progressive Disciplinary Action Policy

UNIVAR is committed to protecting the health and safety of its employees and will take all actions necessary to ensure that employees comply with safe work practices and the use of personal protective equipment. Employees who consistently violate company policies and procedures with respect to health and safety will be subject to disciplinary action up to and including termination.

(J) Recordkeeping

This IIPP and its components including hazard identification, Standard Operating Procedures, inspections, training program, communication, and all other forms of documentation associated with this program will be maintained for three (3) years unless otherwise specified by other statute or the company's *Record Retention Policy*. This Program and any records associated with it will be available for inspection or review by employees, government agencies, vendors, contractors or other selected parties.

(K) Program Reviews

As part of UNIVAR's commitment to the health and safety of its employees, this and all other programs associated with these issues will be reviewed to ensure their effectiveness and applicability. Applicable CalOSHA standards are reviewed to ensure compliance at the branch location. CalOSHA standards are incorporated into the branch standard operating procedures where applicable. Any policies or sections found to be inadequate will be revised, updated and implemented into the respective program. Employee training will be conducted for any changes made to this or related programs.



Univar 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:



**Univar 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.
Progressive Disciplinary Action Policy:	Company policy that disciplines employees that do not perform their job functions according to



**Univar USA Inc.
Safety Information**

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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/31/2017

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 One Liberty Place 1650 Market Street Suite 1000 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 Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Illinois Union Insurance Company	27960
		INSURER B: ACE American Insurance Company	22667
		INSURER C: Indemnity Insurance Co of North America	43575
		INSURER D: Agri General Insurance Company	42757
		INSURER E: ACE Fire Underwriters Insurance Co.	20702
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570066616531

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		XSLG27866190 SIR applies per policy terms & conditions	06/01/2017	06/01/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H09059532 Commercial Auto	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION		XCEG27380566004 SIR applies per policy terms & conditions	06/01/2017	06/01/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRG64409906 (AOS) WLRG64409918 (AZ, MA)	06/01/2017	06/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Site Liab		PPLG27846762001 Claims-Made SIR applies per policy terms & conditions	06/01/2016	06/01/2018	Aggregate \$10,000,000 SIR \$500,000 Occurrence \$10,000,000

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

Evidence of Insurance.

CERTIFICATE HOLDER

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

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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570066616531

AGENCY CUSTOMER ID: 570000014538

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Inc.	
POLICY NUMBER See Certificate Number: 570066616531			
CARRIER See Certificate Number: 570066616531	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							
B				ISA H09059520 Truckers Liability	06/01/2017	06/01/2018	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
B		N/A		WCUC64409943 (CA, OH, OR, WA) SIR applies per policy terms & conditions	06/01/2017	06/01/2018		
E		N/A		SCFC64409931 (WI)	06/01/2017	06/01/2018		
D		N/A		WLRC6440992A (TN)	06/01/2017	06/01/2018		
	OTHER							
	☒ Claims made							

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

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



April 6, 2018

Dublin San Ramon Services District
Regional Wastewater Treatment Facility
Attn: Gemma Lathi
7399 Johnson Dr
Pleasanton, CA 94588

RE: Bid for Sodium Bisulfite, BACC Bid No. 11-2018

To Gemma:

Univar USA Inc. is pleased to offer a price quote on your ITB due Tuesday, April 10, 2018 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 USA Inc.
Muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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.

BAY AREA CHEMICAL CONSORTIUM

**REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE
BID NO. 11-2018**

ADDENDUM NO. 1

March 23, 2018

BID DUE DATE: APRIL 10, 2018 at 9:00 A.M. PDT

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH YOUR BID PROPOSAL

**Dublin San Ramon Services District
Gemma Lathi, Administrative Analyst II - Operations
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94568**

Addendum No. 1 to Request for Bid No. 11-2018

March 23, 2018

**ADDENDUM NO. 1
REQUEST FOR BIDS
BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 11-2018
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE
Addendum Issue Date: March 23, 2018**

TO ALL BIDDERS: The purpose of this Addendum is to make changes, additions, deletions, revisions, and clarifications to the Bid No. 11-2018 for the supply and delivery of sodium bisulfite. The changes incorporated in the Addendum shall be considered as a part of the document and shall supersede, amend, add to, and/or subtract from those conditions shown in the original Bid No. 11-2018.

Acknowledgement: Bidders must acknowledge receipt of any and all Addenda in the space provided on the Standard Agreement of the bid document. Failure to do so may subject the Bidder to disqualification. All requirements of the bid documents remain unchanged except as cited herein.

ADDENDUM ITEMS:

I. Section / Page

Section III – 2 Delivery Details / Pages 30 to 32 of 45

The Delivery Details section has been revised to **ADD** Delta Diablo, Woodland Davis, and City of Yuba delivery details.

REVISED Section III-2 Delivery Details, pages 30 to 32 is attached.

END OF ADDENDUM NO. 1

BAY AREA CHEMICAL CONSORTIUM

**REQUEST FOR BIDS
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE
BID NO. 11-2018**

ADDENDUM NO. 2

March 29, 2018

BID DUE DATE: APRIL 10, 2018 at 9:00 A.M. PDT

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH YOUR BID PROPOSAL

**Dublin San Ramon Services District
Gemma Lathi, Administrative Analyst II - Operations
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94568**

Addendum No. 2 to Request for Bid No. 11-2018

March 29, 2018

ADDENDUM NO. 2
REQUEST FOR BIDS
BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 11-2018
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE
Addendum Issue Date: March 29, 2018

TO ALL BIDDERS: The purpose of this Addendum is to make changes, additions, deletions, revisions, and clarifications to the Bid No. 11-2018 for the supply and delivery of sodium bisulfite. The changes incorporated in the Addendum shall be considered as a part of the document and shall supersede, amend, add to, and/or subtract from those conditions shown in the original Bid No. 11-2018.

Acknowledgement: Bidders must acknowledge receipt of any and all Addenda in the space provided on the Standard Agreement of the bid document. Failure to do so may subject the Bidder to disqualification. All requirements of the bid documents remain unchanged except as cited herein.

ADDENDUM ITEMS:

I. Section / Page: Section III – 1 Estimated Annual Quantities/Page 28 of 45

The estimated annual quantity for Woodland-Davis Clean Water Agency for 40% solution is **REVISED**. Replace with 12,000 gallons under water treatment application.

The sub-total for water treatment application for Sacramento region for 40% solution is **REVISED**. Replace with 12,000 gallons.

The total for water treatment application for 40% solution is **REVISED**. Replace with 12,600 gallons.

REVISED Section III – 1 Estimated Annual Quantities, page 28 of 45, is attached.

II. Section / Page: Footer of entire bid document

CORRECT spelling error and **REPLACE** SODIUM BISULFATE with SODIUM BISULFITE.

END OF ADDENDUM NO. 2



**UNIVAR USA INC.
AUTHORIZED BID SIGNERS**

RESOLUTION

RESOLVED, that the Corporate Secretary shall maintain a list of the agents of this Corporation who are vested with authority to execute in the Corporation's behalf formal, written bids or proposals for the sale or other disposition of products handled by the Corporation. Said list shall be as established initially by the Board of Directors and thereafter, the President, or a Vice President shall have the authority, by written directive to the Corporate Secretary, to add agents to or eliminate agents from said list, and it is further

RESOLVED, that the Corporate Secretary or any Assistant Secretary of the Corporation is authorized to certify this resolution or certify to the name or names of persons on the list maintained by the Corporate Secretary and such certificate will be conclusive evidence of the authority of such person or persons so to act.

END OF RESOLUTION

CERTIFICATION

I, the undersigned, as Corporate Secretary of Univar USA Inc. do hereby certify as follows:

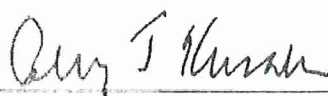
1. That the above resolution was duly adopted by the Board of Directors of said Corporation at a meeting duly held on December 4, 1986, and is in full force and effect.
2. That the list of persons authorized to execute, for an on behalf of this Corporation, written bids or proposals for the sale or other disposition of products handled by this Corporation, as initially established by the Board of Directors and thereafter added to by the President, or a Vice President of this Corporation as follows:

All officers and the following:

Shawnasey McCarthy – Municipal Commercial Manager
 Victoria Meakim – Municipal Specialist
 Linda Campbell – Municipal Specialist
 Sara Cauthen – Municipal Specialist
 Roise Holiday – Municipal Specialist
 Michele Karras – Municipal Specialist
 Jennifer Perras – Municipal Specialist
 Shelley Stevens – Municipal Specialist
 Michael Crea – Municipal Specialist
 Cameron Howl – Municipal Specialist

3. That the foregoing person is authorized to execute bids pursuant to the resolution above referred to.

Dated this 6th of April, 2018.



 Perry T. Kusakabe
 Corporate Secretary



Univar USA Inc.
2256 Junction Ave.
San Jose, CA 95131-1216

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



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:

Nina Williamson -	(650) 241-5719 (cell)
Tom Mendenhall-	(650) 216-8821 (cell)
Brian Wills-	(650) 670-7267 (cell)

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

Sonja Hammock - Customer Service
John Dinh -Dispatcher for packaged goods

Custsvc-sanjose@univarusa.com
John.dinh@univar.com

For anything pertaining to bids:

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

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

Contacts: muniteam-west@univar.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5000
Fax: (253) 872-5041
Jennifer.perras@univar.com

Roise Holiday
Municipal Specialist
(253) 872-5000
(253) 872-5041
Roise.Holiday@univar.com

Stacy Ziegler
Municipal Specialist
(253) 872-5000
(253) 872-5041
Stacy.ziegler@univar.com

Shawnasey McCarthy
Municipal Business Manager
(253)872-5000
(253) 872-5041
Shawnasey.mccarthy@univar.com

Remittance Address:

Univar USA Inc
PO BOX 740896
LOS ANGELES, CA 90074-0896

Standard Payment Terms:

Net 30



Univar 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 CFR 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



**Univar 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.



**Univar 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).



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.*

EXHIBIT B:
Insurance Requirements
(Chemical Vendor - Sodium Bisulfite)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1) with combined single limits of liability of no less than **\$1,000,000** per accident for bodily injury and property damage, including **MCS90** endorsement form.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Environmental Impairment/Contractors' Pollution Legal Liability** with limits no less than **\$1,000,000** per occurrence or claim, to include liability for Groundwater contamination, Explosion, Sudden and Accidental and Environmental cleanup, etc.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***
 The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or if not available, through the addition of both

CG 20 10 and CG 20 37 if a later edition is used). Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

- ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to sole negligence of the Named Insured.

- ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- ***Waiver of Subrogation***

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

- ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

- o The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- o If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

- ***Special Risks or Circumstances***

The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- ***Certificate holder address***

Proper address for mailing certificates, endorsements and notices shall be:

- o City of Stockton
- o Attention: Risk Services
- o 425 N. El Dorado Street
- o Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- ***Maintenance of Insurance***

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- ***Subcontractors***

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.