

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Univar Solutions USA, LLC. ("Contractor") to provide Sodium Bisulfite as set forth in Exhibit A to this Agreement.
2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: July 1, 2026 Terminates on: June 30, 2027
3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 781,000.00
4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
  - (a) Exhibit A – Statement of Work
  - (b) Exhibit B – Insurance
  - (c) Exhibit C – General Terms and Conditions
  - (d) Exhibit D – Goods and Services Special Terms & Conditions
  - (e) Exhibit E – Compensation Schedule
  - (f) Exhibit F – Timeline
  - (g) Exhibit G – Discrimination and Harassment Policy (HR-15)
  - (h) Exhibit H – Bid Documents

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

Univar Solutions USA, LLC

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

*John T Edman*

March 9, 2026 | 14:06 PDT

Authorized Signature

Date

Tom Edman Sr. Director – BCD Product Management

Printed Name and Title of Person Signing

8201 S 212th St, Kent, WA 98032

Address

**CITY OF STOCKTON**

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arredondo, City Attorney

BY:

**EXHIBIT A**  
**STATEMENT OF WORK**

1 **Project Objectives.**

The objective of this project is for the supply and delivery of Sodium Bisulfite as outlined in the bid specifications incorporated herein by reference from Exhibit H.

2 **Project Scope.**

The Contractor shall provide the goods and insurance as specified. The contractor shall supply Material Safety Data Sheets.

3 **Notices.**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Univar Solutions USA, LLC  
Attn: Jennifer M. Perras  
8201 S 212<sup>th</sup> Street  
Kent, WA 98032

**City:** City of Stockton  
Attn: City Manager  
425 N. El Dorado Street  
Stockton, CA 95202

4 **Option to Renew.**

The term of the Agreement may be extended on a yearly-to-year basis by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed four (4) years. The price for any succeeding period of service shall be agreed upon by both parties.

## EXHIBIT B

### INSURANCE REQUIREMENTS (Chemical Sodium Bisulfite)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

#### 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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance 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/Pollution Liability** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or 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.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### **Other Insurance Provisions**

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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 **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
  2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
  1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
  5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, 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. 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 special circumstances.

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. 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.

**The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents, and subcontractors.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

***Special Risks or Circumstances***

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 special circumstances.

**Certificate Holder Address**

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

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
425 N El Dorado Street  
Stockton, CA 95202

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

- 1 **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
- 2 **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
- 3 **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
  - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review the invoice, and if acceptable make payment on approved invoice.
  - 3.2 Upon completion of work and acceptance by the City, Contractor shall have sixty (60) days in which to submit final invoice(s) for payment. An extension may be granted by the City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
- 4 **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
- 5 **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own

expense. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

- 6 **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.
- 7 **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with the City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, the City will not be responsible for paying any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
- 8 **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
- 9 **Contractor's Status.**
  - 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
  - 9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

#### 10 **Subcontractor.**

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with the City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and will be bound by its terms. Contractor is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.
- 10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Subcontractors' personnel.

#### 11 **Termination.**

- 11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise

under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

- 12 **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.
- 13 **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney fees, and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.
- 14 **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.
- 15 **Notices.** All notices required herein shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.
- 16 **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 the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
- 17 **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

- 18 **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- 19 **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
- 20 **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investments that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

- 21 **Waiver.** In the event either City or Contractor at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
- 22 **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

- 23 **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- 24 **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 25 **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.
- 26 **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 27 **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28 **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29 **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30 **Dispute Resolution; Attorney Fees.** Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred, including reasonable attorneys' fees.

31 **Heading Not Controlling. Headings** used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

32 **Entire Agreement. Integration. and Modification.**

32.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

32.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

33 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

34 **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

## EXHIBIT D

### GOODS AND SERVICES TERMS AND CONDITIONS

- 1 **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:
  - 1.1 "Services" means, collectively, the services, duties, and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
  - 1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work, or thing delivered by one party to the other, including associated technical documentation. A deliverable can be a tangible or intangible part of the development process and often are specified functions or characteristics of the project.
- 2 **General.** The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.
  - 2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.
  - 2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both, shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project, but shall not weaken the character or intent of the GTC.
- 3 **Time for Performance.**
  - 3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.
  - 3.2 Timeliness of Performance
    - i) Contractor shall provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F.
    - ii) Neither Contractor nor Contractor's agents, employees, nor subcontractors are entitled to any damages from the City, nor is any party entitled to be

reimbursed by the City, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### 4 **Standard of Performance.**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

- 4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractors shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration, or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.
- 4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall ensure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

#### 5 **Compensation.**

- 5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

**6 Reports and Information.**

Contractor shall, at such times and in such forms as the City may require, furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement as specified in Exhibit A and Exhibit E.

**7 Findings Confidential.**

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

**8 Right of Inspection.**

All Deliverables furnished by the Contractor must be as specified in Exhibit A and will be subject to inspection and approval of the City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, the Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverables prior to inspection shall not constitute acceptance of the Deliverables.

**9 Warranty.**

Contractor warrants that (i) any Deliverable created or performed by Contractor for City

under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of the Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10 **Ownership.**

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, the Deliverable delivered by the Contractor shall become the exclusive property of the City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material, and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to the City or shall dispose of this property only according to the City's instructions.

11 **Applicable Laws.**

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform to all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

## 12 Prevailing Wage.

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date, and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

**13 Shipping Terms.**

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

**14 Deliveries.**

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery, including but not limited to the additional costs resultant from City procuring substitute Deliverables elsewhere.

**15 Price and Quantities.**

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

**EXHIBIT E**

**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1 Project Price.**

1.1 The maximum the Contractor shall be paid on this Agreement is \$781,000.00 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.3 Annual cost adjustments may be made, as necessary, to increase or decrease the unit cost. The annual increase shall not exceed three percent (3%) for each succeeding year. Any increase requested must be submitted at least sixty (60) days before requested implementation date. In the event that the supplier finds it necessary to increase the base price in any given year, the supplier shall provide evidence satisfactory to the City documenting the reason(s) for and actual cost of the cost increase. Annual cost decreases are allowed with written notice to the City.

**2 Item Price.** Below is the price for the products as described in Exhibit A of this Agreement.

<b>Item</b>	<b>Description</b>	<b>Item Price</b>
1	Sodium Bisulfite (40%)	\$3.10/gallon

**3 Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the address below:

City of Stockton Municipal Utilities Department  
Attention: Program Manager III - Wastewater  
2500 Navy Drive  
Stockton, CA 95206

Email: [MUDFinance@stocktonca.gov](mailto:MUDFinance@stocktonca.gov);  
[Kathryn.garcia@stocktonca.gov](mailto:Kathryn.garcia@stocktonca.gov)

**EXHIBIT F**

**TIMELINE**

- 1 Contractor shall complete the requested services identified in Exhibit A as follows:

Contractor shall confirm all orders received by email or phone within twenty-four (24) hours of the request.

Orders are to be delivered on the date requested for delivery or on the soonest available date if the date requested is unavailable. If no date is requested, the order will be delivered within seven (7) days.

Orders delivered through a subcontracted delivery service may not be canceled or rescheduled without prior notification to the City and may not be rescheduled more than once per order.

Contractor shall notify the City in advance of holiday closures that may affect order delivery.

EXHIBIT G

DISCRIMINATION AND HARASSMENT POLICY (HR-15)

CITY OF STOCKTON, CALIFORNIA  
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<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/96, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. **Verbal Harassment:** Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
2. **Physical Harassment:** Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
3. **Visual Harassment:** The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

**D. Affordable Care Act (ACA) Anti-Retaliation**

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
  - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
  - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
  - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
  - b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
  - c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

**B. Investigative Guidelines**

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 11 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

**VI. RESPONDING TO THE COMPLAINT**

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  - 2. Unfounded: The investigation proved that the act(s) or omission(s)

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

**VII. DISCIPLINE**

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

**VIII. ALTERNATIVE REMEDIES**

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

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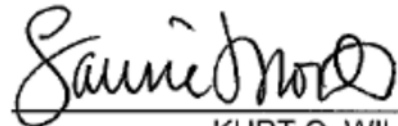
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/84, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

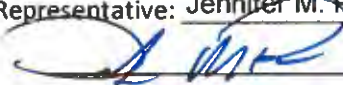


KURT O. WILSON  
CITY MANAGER

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BAY AREA CHEMICAL CONSORTIUM  
STANDARD AGREEMENT, PAGE 1 OF 2  
BID NO. 11-2026  
SUPPLY AND DELIVERY OF SODIUM BISULFITE

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 Solutions USA, LLC  
Address: 8201 S 212th St  
City, State, ZIP: Kent, WA 98032  
Phone: 253-872-5040  
Email: jennifer.perras@univarsolutions.com or Muniteam-west@univarsolutions.com  
Authorized Representative: Jennifer M. Perras  
Signature:   
Date: 2/13/2026

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER \_\_\_\_\_ THROUGH \_\_\_\_\_.

**SPECIFIC DEVIATIONS:**

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

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document. Any order less than 2,000 gal. will be charged an LTL fee of \$575.00 per delivery.

If a load is split between multiple sites and the delivery volume is less than 2,000 gal., one LTL fee will be charged.

The LBS. to Gal conversion is as follows, 25%-9.92lbs./gal, 38-40%-11.09lbs./gal

**Description of Emergency Supply Plan:** Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.

we have our fleet of trucks and drivers, if our facilities are up and running. Municipalities are our first priority

We have tanks of chemicals at our facilities that can supply chemicals.

We can pull from Sacramento Ag., Redwood City, Santa Fe Springs & Commerce, CA

STANDARD AGREEMENT, PAGE 2 OF 2



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

T 253-872-5000  
F 253-572-5041

[www.univarsolutions.com](http://www.univarsolutions.com)



## References

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

Contact: Lin Repola- [linda.repola@sfgov.org](mailto:linda.repola@sfgov.org)  
Phone: 415-554-4564

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite servicing for the past 13 years.

2. East Bay Mud  
PO Box  
Oakland, CA 946231

Contact: John Grimes, Purchasing  
Email- [john.grimes@ebmud.com](mailto:john.grimes@ebmud.com)  
Phone: 510-287-0316

Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda, & Bulk Sodium Bisulfite servicing for the past 14 years.

3. City of Riverside  
WTP  
San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist  
Email- [SARogers@riverside.gov](mailto:SARogers@riverside.gov)  
Phone 951-826-5562

Supply and Delivery of Sodium Hypochlorite servicing for the past 3 years.

[addressee]  
[date]  
[page #]

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

Contact: each city, info listed below.

Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing for the past 13 years.

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

5. City of Los Angeles  
Los Angeles, CA

Contact: Katherin Quinn-

Email: [Katherine.Quinn@lacity.org](mailto:Katherine.Quinn@lacity.org)

Phone: 310-648-5665

Supply and Delivery of Sodium Hypochlorite for the past 6 years

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

Contact: Martha Ibarra

Emails: [mibarra@lacsdsd.org](mailto:mibarra@lacsdsd.org)

Phone: (562) 908-4288 ext. 1423

For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50% and Calcium Hydroxide 45%, have been servicing for 7 years

7. Metropolitan Water Dist. of Southern California  
PO Box 54153  
Los Angeles, CA 90054-0153

Contact: Angelo Sarao

Email: [asarao@mwdh2o.com](mailto:asarao@mwdh2o.com)

Phone: (213) 217-7610

Supply and Delivery of Caustic Soda and Rail Cars of Chlorine for the past 3 years

[addressee]  
[date]  
[page #]

Over the past 15 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

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

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

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

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

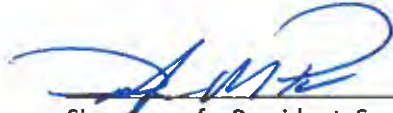
State of ~~California~~ Washington )  
 ) ss.  
County of King )

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

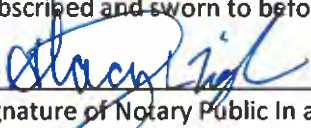
Sr. Municipal Bid Specialist of Univar Solutions USA, LLC the party making the  
(Title of Representative) (Legal Name of Bidder)

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

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

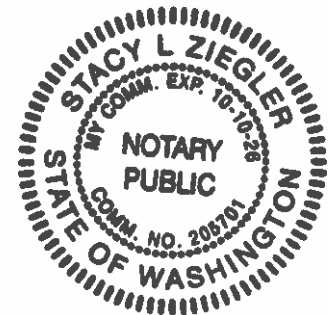
  
Signature of: President, Secretary,  
Manager, Owner, or Representative

Subscribed and sworn to before me this, 13th day of February, 20 26

  
Signature of Notary Public In and For

The County of King  
State of Washington

All Signatures Must Be Witnessed By Notary



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

T 253-872-5040  
F 253-572-5041  
www.univarusa.com



February 13, 2026

Bay Area Clean Water Agencies

RE: Bid for Sodium Bisulfite, BACC Bid No. 11-2026

To Whom it may concern:

Univar Solutions USA, LLC. is pleased to offer a price quote on your ITB due Thursday, February 19<sup>th</sup>, 2026, 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*

Sr. Municipal Bid Specialist  
Western Region  
Univar Solutions USA, LLC.  
[Muniteam-west@univarsolutions.com](mailto:Muniteam-west@univarsolutions.com)  
[Jennifer.Perras@univarsolutions.com](mailto:Jennifer.Perras@univarsolutions.com)  
[www.univarsolutions.com](http://www.univarsolutions.com)

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

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



**CERTIFICATE OF SECRETARY**

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager  
 Victoria Meakim - Municipal Specialist  
 Roise Holiday-Henry- Municipal Specialist  
 Jennifer Perras – Sr. Municipal Specialist  
 Shelley Riggle - Municipal Specialist  
 Stacy Ziegler- Municipal Specialist  
 Raven Claudio - Municipal Specialist  
 Heana Caballero – Municipal Specialist

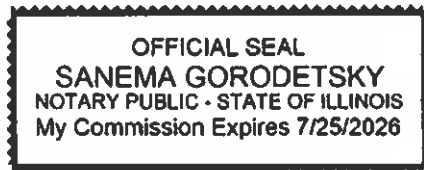
IN WITENESS WHEREOF, I have executed this Certificate of Secretary of the Company this 3<sup>rd</sup> day of November 2025.


Signed by:  
  
 \_\_\_\_\_  
A243187ASC5305  
 Jumoke Onibokun, Assistant Secretary

State of Illinois        )  
                                   )  
 County of DuPage     )

This Certificate of Secretary was signed and sworn before me on this 3<sup>rd</sup> day of November 2025 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by  
  
 \_\_\_\_\_  
E83185C32E35401  
 Sanema Gorodetsky  
 Notary Public  
 My commission expires July 25, 2026

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



T 408-435-8700  
F 408-435-1735

800-659-5908

[www.univarsolutions.com](http://www.univarsolutions.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:

1-833-Univar-1 (1-833-864-8271) / [CustSol-Energy@Univarsolutions.com](mailto:CustSol-Energy@Univarsolutions.com)

After-hours emergency – 24-hour response: Jennifer Bernhard – (650) 216-8909 (cell)

Brian Wills – (650) 670-7267 (cell)

Lorena Amezcua – (323) 219-5506 (cell)

Manuel Jimenez – (323) 558-2732 (cell)

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

Office Phone: (855) 785-9499

Office Fax: (408) 435-1735

Customer Service: (855) 785-9499

(480) 573-4707

[Custsvc-la@univarsolutions.com](mailto:Custsvc-la@univarsolutions.com)

\*\*\*NEW EMAIL\*\*\*

### For anything pertaining to bids:

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

Univar Solutions USA LLC.

Attn: WER Muni Team

8201 S. 212<sup>th</sup>

Kent, WA 98032-1994

Contacts: [muniteam-west@univarsolutions.com](mailto:muniteam-west@univarsolutions.com)

Jennifer Perras  
Sr. Municipal Specialist  
Phone: (253) 872-5040  
Fax: (253) 872-5041

[Jennifer.perras@univarsolutions.com](mailto:Jennifer.perras@univarsolutions.com)

Roise Holiday  
Municipal Specialist  
(253) 872-5068  
(253) 872-5041

[Roise.Holiday@univarsolutions.com](mailto:Roise.Holiday@univarsolutions.com)

Stacy Ziegler  
Municipal Specialist  
(253) 872-5023  
(253) 872-5041

[Stacy.ziegler@univarsolutions.com](mailto:Stacy.ziegler@univarsolutions.com)

Shawnasey McCarthy  
Municipal Business Manager  
(253)872-5052

(253) 872-5041  
[Shawnasey.mccarthy@univarsolutions.com](mailto:Shawnasey.mccarthy@univarsolutions.com)

**Remittance Address:**

Univar Solutions USA LLC.  
62190 Collections Center Drive  
Chicago, IL 60693-0621  
Please include remit information

**Standard Payment Terms:**

Net 30 days



**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 supplierpartners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business processes and its total quality process.*

**Statement of Core Values**

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



**Univar Solutions USA Inc.  
Supplier Information  
Company Overview**

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

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

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

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

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

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

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

6 Pages



## Univar Solutions USA Inc. Quality Assurance Statement

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

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

For food grade and pharmaceutical grade products:

- Univar treats FDA products under cGMP standards.
- Univar maintains strict laboratory controls, including Out of Specification ("OOS").
- Univar has a formal complaint process for all FDA regulated products.
- Univar performs bi-annual audits on its food grade packaging facilities to ensure quality and safety.
- Univar FDA packaging facilities and processes meet 21 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 Solutions USA Inc.  
Delivery & Supply Assurance**

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

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

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

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

**BAY AREA CHEMICAL CONSORTIUM**

**REQUEST FOR BIDS**

**BID NO. 11-2026**

**FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE**

**BID DUE DATE: 4:00 P.M. PT, Thursday, February 19, 2026**

**BID OPENING DATE: 4:00 P.M. PT, Thursday, February 19, 2026**

**Coordinating Agency:  
Bay Area Clean Water Agencies**

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**NOTICE INVITING SEALED BIDS  
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE  
BAY AREA CHEMICAL CONSORTIUM (BACC)  
BID NO. 11-2026**

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of SODIUM BISULFITE. All sealed bids to be considered for this solicitation must be received via our electronic bid platform <https://bacwa.org/about-bacc/> by **4:00 P.M. PT, Thursday, February 19, 2026**. Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail or by facsimile will not be accepted. BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

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

**SECTION I**

**BAY AREA CHEMICAL CONSORTIUM  
GENERAL  
FOR BID NO. 11-2026  
SODIUM BISULFITE**

**BAY AREA CHEMICAL CONSORTIUM  
REQUEST FOR BIDS  
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE  
BID NO. 11-2026**

Sealed bids will only be received electronically via our electronic bid platform <https://bacwa.org/about-bacc/> no later than 4:00 P.M. PT, Thursday February 19, 2026.

**1. GENERAL PROVISIONS**

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

Sealed bids will only be received electronically via our electronic bid platform <https://bacwa.org/about-bacc/> no later than 4:00 P.M. PT, Thursday February 19, 2026. Bids received after said date and time will not be considered under any circumstances.

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

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

**2. INSTRUCTIONS TO BIDDERS**

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

**2.1 Bid Contract Documents**

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

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

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

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

## **2.2 Estimated Quantity**

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

## **2.3 Delivery Locations**

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

## **2.4 Bid Pricing**

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

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

**Bid prices must be based on bulk deliveries amount as specified via the electronic bid platform <https://bacwa.org/about-bacc/> .** Bids that do not include unit prices for bulk deliveries to each geographic region specified on the electronic bid platform will be considered irregular and, at the option of BACC and the participating BACC agencies, may be eliminated from further consideration. For bulk deliveries of less than this specified amount, the bidder may, at their option, assess additional charges for “short loads” unless specific requirements for smaller deliveries are described in paragraph 3.7 Delivery Requirements. Any additional “short load” charges must be shown by the bidder as a specific deviation on the bid contract documents. Bidders and/or third party haulers will not be allowed to refuse to make “short load” deliveries.

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

If participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, it will be shown as a separate line item in the electronic bid platform <https://bacwa.org/about-bacc/> . Bidders may, at their option, submit unit prices for deliveries in buckets, barrels, or totes. Bids that do not include unit prices for buckets, barrels, or totes will not be considered irregular and therefore such bids will not be rejected for that reason. If none of the participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, the electronic bid platform <https://bacwa.org/about-bacc/> will not include spaces to enter bid prices for such non-bulk deliveries in containers such as buckets, barrels, or totes, however, if a participating BACC agency later decides that they need deliveries in containers, bidders may, at their option, negotiate with the BACC agency to determine a price for deliveries in containers such as buckets, barrels, or totes.

## **2.5 Bidder Qualifications**

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

between the participating BACC agency and successful bidder (see paragraph 3.5 Purchase Orders / Contracts).

#### **2.6 Authorized Signatory of Bid Contract Documents**

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

#### **2.7 References**

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

#### **2.8 Bid Submittal**

Electronic bids will only be received via the electronic bid platform <https://bacwa.org/about-bacc/> by no later than 4:00 P.M. PT, Thursday, February 19, 2026. Electronic bids shall contain all required attachments and information. Bidders must submit bids price per unit of measure as specified via the electronic bid platform <https://bacwa.org/about-bacc/> (Line Item section). Bidders are cautioned that failure to comply may result in non-acceptance of the bid. Bids received after said date and time will not be considered under any circumstances. BACC will not be responsible for any delays or transmission errors. Bidder accepts all risks of late delivery of electronic bids. It is the bidder's responsibility to ensure that bid submitted is received by the electronic bid platform <https://bacwa.org/about-bacc/> prior to scheduled bid opening. Any attachment will remain sealed and will not be opened until the appointed bid opening date and time. Bidders not receiving confirmation receipt should contact the electronic bid platform vendor <https://bacwa.org/about-bacc/> to make sure that their electronic submittal has gone through.

#### **2.9 Modification, Addenda, and Interpretations**

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

each bidder submits. Failure to acknowledge any and all the addendum(s) on the Standard Agreement form may be cause for rejection of the bid.

#### **2.10 Modification of Bids**

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

#### **2.11 Withdrawal of Bids**

Any bid may be withdrawn any time prior to the stated bid opening date and time (closing time) only via the electronic bid platform. The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

#### **2.12 Proposed Deviations from the Specifications by the Bidder**

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

#### **2.13 Competency of Bidders**

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

#### **2.14 Rejection of Bids**

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

### **2.15 Opening Bids**

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

### **2.16 Method of Award**

Bids may be awarded to the lowest responsive and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids. The following is a non-exhaustive list of criteria that BACC may, in its sole discretion, consider in award of the bid:

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

### **2.17 Disqualification of Duplicate or Collusive Bidders**

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

### **2.18 Identical Bids**

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

and drawing a name. If drawing lots is deemed necessary, BACC will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

### **2.19 Material Warranty**

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

### **2.20 Bid Summary**

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

### **2.21 Manufacturer's Information**

Bidders must submit with their bid contract documents the following:

- a. In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals—Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance and a letter attesting to the affidavit's validity, a current printout from the ANSI accredited product certification organization is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified.
- c. Name and address of the chemical manufacturer.
- d. Product Bulletin and Typical Properties.
- e. Safety Data Sheet (SDS).

## **3. SPECIAL INSTRUCTIONS TO BIDDERS**

### **3.1 Chemical Requirements**

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

### **3.2 Safety Requirements**

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

### **3.3 Spillage**

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

### **3.4 Chemical Orders**

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

### 3.5 Purchase Orders / Contracts

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

### 3.6 Taxes

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The participating BACC agencies that provide potable and/or recycled water to customers will be responsible for providing the successful bidder with these certificates or letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. BACC agencies that do not notify the successful bidder that their agency is exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice. Chemicals purchased solely for the use in wastewater treatment and disposal facilities are subject to sales tax.

### 3.7 Delivery Requirements

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

safety, or delivery requirements will be returned to the successful bidder at no cost to the BACC agency, and must be re-delivered by the bidder within 48 hours of the unacceptable delivery.

### **3.8 Force Majeure**

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

### **3.9 Emergency Supply Plan Description**

BACC requests that bidders provide a summary of plans addressing their ability to be able to continue to supply product in the event of an unexpected disaster or urgent emergency event.

### **3.10 Safety Data Sheet (SDS)**

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

### **3.11 Payments**

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

### **3.12 Legislative Impacts**

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

### **3.13 Subcontracting**

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

### **3.14 Laws and Regulations**

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

**3.15 Insurance**

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

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Employer's Liability Insurance	\$2,000,000 per accident, and \$1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	\$2,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 policy aggregate.

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

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

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

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

#### **4. TERMS AND CONDITIONS**

##### **4.1 Indemnification**

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

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

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

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

#### 4.2 Bid Protests

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

- a. The protest document must be provided as one PDF and must contain a complete statement of the basis for the protest and all supporting documentation and evidence.
- b. The party filing the protest must have actually submitted a bid for the chemical. A subcontractor of a party submitting a bid for the chemical may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. BACC will give the bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall submit the response to the protesting bidder concurrent with delivery to BACC.
- g. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. All protests and responses received after the time set forth herein will be rejected. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.
- h. BACC will not be responsible for any delays or transmission errors. The protesting bidder accepts all risk of late delivery of electronic protests. It is the protesting bidder's responsibility to ensure that a submittal protest is received by the bid coordinator listed in this solicitation by the due date and time. Protesting bidders should contact the bid coordinator to make sure that their electronic submittal has gone through.
- i. If BACC determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

#### 4.3 Equal Opportunity

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

#### **4.4 Modification of Contract**

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

#### **4.5 Common Language**

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

#### **4.6 Proprietary Information**

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

#### **4.7 Patent Guarantee**

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

#### **4.8 Quality Control**

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

#### **4.9 Term of Contract**

The term of the contract between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2026, and expiring June 30, 2027, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC agency and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC agency and the successful bidder.

#### **4.10 Good Faith Bidding and Contracting**

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

#### **4.11 Termination of Contract**

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

#### **4.12 Termination for Cause**

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

#### **4.13 Effect of Termination**

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

#### **4.14 Assignment**

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

#### **4.15 Competitiveness and Integrity**

The participating BACC agencies have assigned control of the acquisition process to the BACC coordinating agency identified in the *Notice Inviting Sealed Bids* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all

communications regarding this bid to the designated BACC Coordinator, unless otherwise specifically noted, or unless approved in writing by the BACC Coordinator. Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending bidder's offer. The BACC Coordinator may refer communications to other participating BACC agencies for clarification.

-END OF SECTION-

**SECTION II**

**BAY AREA CHEMICAL CONSORTIUM  
PRODUCT TECHNICAL SPECIFICATIONS  
FOR BID NO. 11-2026  
SODIUM BISULFITE**

**PRODUCT TECHNICAL SPECIFICATIONS  
SODIUM BISULFITE - 25%**

1. General

Chemical Name: Sodium Bisulfite Solution  
 Chemical Formula: NaHSO<sub>3</sub>  
 Concentration: 25% nominal  
 Specific Gravity: 1.23  
 Unit Weight: 10.3 pounds per gallon

2. General Impurities

The sodium bisulfite supplied under this specification shall contain no soluble mater or organic substances in quantities capable of producing deleterious or injurious effects on Water Reclamation Facility discharge that has been treated properly with the sodium bisulfite. The sodium bisulfite shall not contain any foreign matter that may damage the Agency's equipment of facility.

3. Characteristics

Sodium Bisulfite CAS Number 7631-90-5 between 23.6% and 27.7% solution strength as Sodium Bisulfite by weight shall be commercial grade, completely soluble in water and shall be suitable for use as a dechlorination reagent in wastewater treatment.

4. Chemical and Physical Nature

<u>SPECIFICATION</u>	<u>TYPICAL</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
NaHSO <sub>3</sub>	25%	23.6%	27.7%
SO <sub>2</sub> Equivalent	--	15.4%	16.6%
Na <sub>2</sub> SO <sub>3</sub>	--	1.7%	2.5%
Na <sub>2</sub> SO <sub>4</sub>	--	2.5%	3.8%
Fe	4 to 5 ppm	--	--
pH	5.0	3.5	5.5
Specific Gravity	1.23	1.1	1.4

Color: Clear, Yellow Liquid

Appearance: SO<sub>2</sub> Smell, Sediment Free

**PRODUCT TECHNICAL SPECIFICATIONS  
SODIUM BISULFITE - 40%**

1. General

Chemical Name: Sodium Bisulfite Solution  
 Chemical Formula: NaHSO<sub>3</sub>  
 Concentration: 40% nominal  
 Specific Gravity: 1.33  
 Unit Weight: 11.08 pounds per gallon @ 25°C

2. General Impurities

The sodium bisulfite supplied under this specification shall contain no soluble mater or organic substances in quantities capable of producing deleterious or injurious effects on Water Reclamation Facility discharge that has been treated properly with the sodium bisulfite. The sodium bisulfite shall not contain any foreign matter that may damage the Agency's equipment of facility.

3. Characteristics

The sodium bisulfite shall contain 38% to 40% sodium bisulfite by weight and shall be commercial grade, completely soluble in water.

4. Chemical and Physical Nature

<u>SPECIFICATION</u>	<u>TYPICAL</u>	<u>LIMIT</u>
NaHSO <sub>3</sub> (g/100 g)	39.0	38.0 -40.0
SO <sub>2</sub> (g/100g)	24.0	Min. 23.1
Na <sub>2</sub> SO <sub>3</sub> (g/100g)		Max. 0.7
Na <sub>2</sub> SO <sub>4</sub>		Max. 1.5
Fe (ppm)		Max. 3
pH	3.5	4.5
Specific Gravity	1.33	

Color: Clear, Yellow Liquid

Appearance: SO<sub>2</sub> Smell, Sediment Free

**SECTION III – 1**

**BAY AREA CHEMICAL CONSORTIUM  
ESTIMATED ANNUAL QUANTITIES  
FOR BID NO. 11-2026  
SODIUM BISULFITE**

**BAY AREA CHEMICAL CONSORTIUM**  
**ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2026/2027**  
**BID NO. 11-2026**

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
<b>Sodium Bisulfite 25% solution</b>	<b>gal</b>	<b>10,000</b>	<b>1,799,932</b>
<b><u>Central Valley</u></b>			
City of Turlock	gal	0	125,000
		<b>0</b>	<b>125,000</b>
<b><u>East Bay</u></b>			
East Bay Dischargers Authority	gal	0	30,000
Union Sanitary District	gal	0	10,000
		<b>0</b>	<b>40,000</b>
<b><u>Marin Sonoma</u></b>			
Central Marin Sanitation Agency	gal	0	120,000
Las Gallinas Valley Sanitary District	gal	0	70,000
Napa Sanitation District	gal	0	90,000
Sanitary District No. 5 of Marin County	gal	0	28,132
Sausalito Marin City Sanitary District	gal	0	26,400
		<b>0</b>	<b>334,532</b>
<b><u>North Bay</u></b>			
City of Antioch	gal	10,000	0
City of Brentwood	gal	0	60,000
City of Pinole (Pinole/Hercules WPCP)	gal	0	90,000
Delta Diablo Sanitation District	gal	0	95,000
Rodeo Sanitary District	gal	0	36,000
		<b>10,000</b>	<b>281,000</b>
<b><u>Peninsula</u></b>			
City of South San Francisco	gal	0	165,000
City of Daly City/North San Mateo County Sanitation	gal	0	80,000
City of San Mateo	gal	0	180,000
Sewer Authority Mid-Coastside	gal	0	36,000
		<b>0</b>	<b>461,000</b>
<b><u>Sacramento</u></b>			
City of Sacramento	gal	0	38,400
		<b>0</b>	<b>38,400</b>

ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2026/2027  
BID NO. 11-2026

	Unit of Measure	Estimated Annual Qty for Treatment Applications:	
		Water	Wastewater
<b><u>South Bay</u></b>			
City of Sunnyvale	gal	0	120,000
San Jose - Santa Clara Regional Wastewater Facility	gal	0	400,000
		<b>0</b>	<b>520,000</b>
<hr/>			
<b>Sodium Bisulfite 40% solution</b>	<b>gal</b>	<b>9,500</b>	<b>264,000</b>
<b><u>Central Valley</u></b>			
City of Stockton	gal	9,500	220,000
		<b>9,500</b>	<b>220,000</b>
<b><u>East Bay</u></b>			
City of San Leandro	gal	0	4,000
		<b>0</b>	<b>4,000</b>
<b><u>Sacramento</u></b>			
City of Yuba City	gal	0	40,000
		<b>0</b>	<b>40,000</b>

**SECTION III – 2**

**BAY AREA CHEMICAL CONSORTIUM  
DELIVERY DETAILS  
FOR BID NO. 11-2026  
SODIUM BISULFITE**

**BAY AREA CHEMICAL CONSORTIUM  
DELIVERY DETAILS  
BID NO. 11-2026  
SODIUM BISULFITE**

EXHIBIT 2  
EXHIBIT H

*The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculations to determine the lowest overall bid (Section 1, Paragraph 2.16 Method of Award).*

<u>Per Region, Agency and Delivery Facility Name and Location</u>	<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<b><u>CENTRAL VALLEY</u></b>		
<b>City of Stockton</b>		
Delta Water Supply Plant      11373 N. Lower Sacramento Road      Lodi	1x per month	230 gal
Stockton Regional Wastewater Control Facility (Tertiary Plant)      3307 W. Highway 4 (John Turk Road)      Stockton	2-4x per month	4,000 gallons
<b>City of Turlock</b>		
Turlock Regional Water Quality Control Facility      901 S. Walnut Rd      Turlock	2-3x per month	5,000 gallons
<b><u>EAST BAY</u></b>		
<b>City of San Leandro</b>		
City of San Leandro Water Pollution Control Plant      3000 Davist St      San Leandro	1x per month	800-1000 gallons
<b>East Bay Dischargers Authority</b>		
14150 Monarch Bay Drive      San Leandro	1x every 2 months	5,000 gallons
<b>Union Sanitary District</b>		
USD Alvarado Plant      5072 Benson Road      Union City	2x a year	5,000 gallons
<b><u>MARIN SONOMA NAPA</u></b>		
<b>Central Marin Sanitation Agency</b>		
Central Marin Sanitation Agency      1301 Andersen Drive      San Rafael	1x every 2 weeks; 3-4x per week in wet weather	5,000 gallons
<b>Las Gallinas Valley Sanitary District</b>		
Las Gallinas Valley Sanitary District Wastewater Treatment Plant      300 Smith Ranch Road      San Rafael	2-3 per month Nov-May	3500 gallons
<b>Napa Sanitation District</b>		
Napa Sanitation District      1515 Soscol Ferry Road      Napa	Once per week Twice if rainstorm approaches November through April	5,000 gallons
<b>Sanitary District No. 5 of Marin County</b>		
2001 Paradise Drive      Tiburon	4-5 deliveries per year	5000 gallons
<b>Sausalito Marin City Sanitary District</b>		
SMCSD Treatment Plant      1 East Road      Sausalito	1x every 90 days	2,500 gallons, Tanker truck, Receiving hours 6am-1pm M-Th

**BAY AREA CHEMICAL CONSORTIUM  
DELIVERY DETAILS  
BID NO. 11-2026  
SODIUM BISULFITE**

EXHIBIT 2  
EXHIBIT H

*The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculations to determine the lowest overall bid (Section 1, Paragraph 2.16 Method of Award).*

<u>Per Region, Agency and Delivery Facility Name and Location</u>				<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<b><u>NORTH BAY</u></b>					
<b>City of Antioch</b>					
City of Antioch Water Treatment Plant	401 Putnam Street	Anitoch		weekly	250 gallons
<b>City of Brentwood</b>					
Brentwood Wastewater Treatment Plant	2251 Elkins Way	Brentwood, CA		2-3x per month	2,000 gallons
<b>City of Pinole (Pinole/Hercules WPCP)</b>					
City of Pinole	11 Tennent Avenue	Pinole		Every 2 weeks	4000 gallons
<b>Delta Diablo Sanitation District</b>					
Delta Diablo	2500 Pittsburg-Antioch Hwy	Antioch		Once every 3 weeks	Full Load 4,600 gallons
<b>Rodeo Sanitary District</b>					
Rodeo Sanitary District	800 San Pablo Avenue	Rodeo		1x month occasionally 2x a month depending on rain/flows, and/or projects	2,150 gallons
<b><u>PENINSULA</u></b>					
<b>City of South San Francisco</b>					
South San Francisco - San Bruno Water Quality Control Plant	195 Belle Aire Road	South San Francisco		One Load Every 2 Weeks	4,800 gallons
<b>City of Daly City/North San Mateo County Sanitation District</b>					
Daly City Wastewater Plant	153 Lake Merced Blvd	Daly City		Every 3 weeks	4,000 gal
<b>City of San Mateo</b>					
City of San Mateo WQCP	2050 Detroit Drive	San Mateo, CA		every 3-4 weeks	Full load
<b>Sewer Authority Mid-Coastside</b>					
	1000 N. Cabrillo Hwy	Half Moon Bay		Monthly	3,000 gallons / month
<b><u>SACRAMENTO</u></b>					
<b>City of Sacramento</b>					
Combined Wastewater Treatment Plant	1391 35th Avenue	Sacramento		Rain dependent – can be multiple orders each week	4,800 gallons
Pioneer Reservoir	2100 Front Street (cross street is V Street)	Sacramento		Rain dependent – can be multiple orders each week	4,800 gallons
<b>City of Yuba City</b>					
Wastewater Treatment Plant	302 Burns Drive	Yuba City		Every 3 weeks when needed	5,000 gallons

**BAY AREA CHEMICAL CONSORTIUM  
DELIVERY DETAILS  
BID NO. 11-2026  
SODIUM BISULFITE**

EXHIBIT 2  
EXHIBIT H

*The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculation to determine the lowest overall bid (Section 1, Paragraph 2.16 Method of Award).*

<u>Per Region, Agency and Delivery Facility Name and Location</u>			<u>Frequency of Deliveries</u>	<u>Typical Delivery Size</u>
<b><u>SOUTH BAY</u></b>				
<b>City of Sunnyvale</b>				
City of Sunnyvale Wastewater Treatment Plant	1444 Borregas Avenue	Sunnyvale	3x per month	3,000 - 4,000 gallons
<b>San Jose - Santa Clara Regional Wastewater Facility</b>				
San Jose Regional Wastewater Facility	700 Los Esteros Rd	San Jose	3 loads every 2 weeks	5,000 gallons (full tanker)

**SECTION III – 3**

**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST  
FOR BID NO. 11-2026  
SODIUM BISULFITE**

**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST  
BID NO. 11-2026  
SODIUM BISULFITE**

**Central Valley**

**CITY OF STOCKTON**

Municipal Utilities Department 2500 Navy Drive Stockton, CA 95206

Kathryn Garcia	Program Manager III - Wastewater	Kathryn.Garcia@stocktonca.gov	209-937-8232
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**CITY OF TURLOCK**

156 S Broadway, #270 Turlock, CA 95380

David Huff		dhuff@turlock.ca.us	
Carlos Guerrero	Utilities Manager	cguerrero@turlock.ca.us	
Nicole Mann		nmann@turlock.ca.us	
Raquel Brasil		rbrasil@turlock.ca.us	

**East Bay**

**CITY OF SAN LEANDRO**

Water Pollution Control Plant 3000 Davis Street San Leandro, CA 94577

Sally Perez	Purchasing Technician	sperez@sanleandro.org	510-577-3472
Hayes Morehouse	Water Pollution Control Manager	hmorehouse@sanleandro.org	510-577-3437
Ramya Sankar	Management Analyst	RSankar@sanleandro.org	510-577-3337

**EAST BAY DISCHARGERS AUTHORITY**

2651 Grant Ave San Lorenzo, CA 94580

Howard Cin	Operations and Maintenance Manager	hcin@ebda.org	510-278-5910
Jackie Zipkin	General Manager	jzipkin@ebda.org	

**UNION SANITARY DISTRICT**

5072 Benson Road Union City, CA 94587-2508

Theresa Vasquez	Purchasing Agent	theresav@unionsanitary.ca.gov	510-477-7524
Ariel Teixeira	Buyer I	arielt@unionsanitary.ca.gov	510-477-7527
Armando Lopez	Treatment and Disposal Services Manager	Armandol@unionsanitary.ca.gov	510-477-7517

**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST  
BID NO. 11-2026  
SODIUM BISULFITE**

**Marin Sonoma Napa**

**CENTRAL MARIN SANITATION AGENCY**

1301 Andersen Drive San Rafael, CA 94901

Jason Dow	Jdow@cmsa.us	(415) 459-1455
Jacky Wong	jwong@cmsa.us	(415) 459-1455
Peter Kistenmacher Technical Services Manager	pkistenmacher@cmsa.us	(415) 459-1455

**LAS GALLINAS VALLEY SANITARY DISTRICT**

300 Smith Ranch Road San Rafael, CA 94603

Steve Inskeep Plant Operations Supervisor	sinskeep@lgvsd.org	415-747-7030
Don Moore Plant Manager	dmoore@lgvsd.org	415-472-1734

**NAPA SANITATION DISTRICT**

1515 Soscol Ferry Road Napa, CA 94558

Christopher Mosier Operator III	cmosier@napasan.com	707- 312-1899
Cristopher Henriquez Operator II	chenriqu@napasan.com	707-312-1595
Andrew Damron, PE General Manager	adamron@napasan.com	707- 258-6007

**SANITARY DISTRICT NO. 5 OF MARIN COUNTY**

2001 Paradise Drive Tiburon, CA 94920

Casey Cottrell Operations Superintendent	rcottrell@sani5.org	415-435-1501 Ext. 109
Tony Rubio District Manager	trubio@sani5.org	415-435-1501

**SAUSALITO MARIN CITY SANITARY DISTRICT**

1 East Road Sausalito, CA 94965

Cathy Bondanza	cathy@smcsd.net
Kevin Beneda	Kevinb@smcsd.net
Vince Pasquini	vince@smcsd.net
Jeffery Kingston	jeffrey@smcsd.net

**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST  
BID NO. 11-2026  
SODIUM BISULFITE**

**North Bay**

**CITY OF ANTIOCH**

Water Treatment Plant P.O. Box 5007 Antioch, CA 94531-5007

Santiago Moreno	smoreno@antiochca.gov	
Operator on Duty		925-382-4246
Marcus Woodland	Mwoodland@antiochca.gov	925-779-7029

**CITY OF BRENTWOOD**

2251 Elkins Way Brentwood, CA 94513

Katrina Walters Administrative Secretary	kwalters@brentwoodca.gov	925-516-6060
Juan Herrera Wastewater Treatment Plant Supervisor	jherrera@brentwoodca.gov	925-516-6060
Mark Huber Wastewater Operations Manager	mjhuber@brentwoodca.gov	925.516.6030

**CITY OF PINOLE (PINOLE/HERCULES WPCP)**

11 Tennet Avenue Pinole, CA 94564

Mike Howe Operations Supervisor	mhowe@ci.pinole.ca.us	(510) 724-9013
Josh Binder Plant Manager	jbinder@ci.pinole.ca.us	(510) 724 - 8964

**DELTA DIABLO SANITATION DISTRICT**

2500 Pittsburg-Antioch Hwy. Antioch, CA 94509-1373

Joaquin Gonzalez Operations Manager	joaquin@deltadiablo.org	925-756 1971
Jeffrey Beckham Purchasing Supervisor	jeffreyb@deltadiablo.org	925-756-1328
Anika Lyons Finance Manager	anikal@deltadiablo.org	925-756-1924

**RODEO SANITARY DISTRICT**

800 San Pablo Avenue Rodeo, CA 94572

Nancy Lefebvre	lefebvre@rodeosan.org	
Steven S. Beall District Manager	bealls@rodeosan.org	510-799-2970 x100
Jeff Greer	greerj@rodeosan.org	

**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST  
BID NO. 11-2026  
SODIUM BISULFITE**

**Peninsula**

**CITY OF SOUTH SAN FRANCISCO**

San Bruno Water Quality Control Plant 195 Belle Air Road South San Francisco, CA 94080

Kunning Zhu Laboratory Supervisor	Kunning.zhu@ssf.net	650-829-3854
Brian Schumacker Plant Superintendent	Brian.Schumacker@ssf.net	650-829-3844

**CITY OF DALY CITY/NORTH SAN MATEO COUNTY SANITATION DISTRICT**

153 Lake Merced Blvd Daly City, CA 94015

Brandon Wardle Senior Operator	bwardle@dalycity.org	650-991-8200
Gregory Krauss Chief of Operations	gkrauss@dalycity.org	650-991-8204
Frank Ascariz Assistant Chief of Operations	fascariz@dalycity.org	650-991-8205

**CITY OF SAN MATEO**

City of San Mateo WWTP 2050 Detroit Drive San Mateo, CA 94404

Alonso Barahona Management Analyst II	abarahona@cityofsanmateo.org	650-522-7334
Xiongbing Liang Laboratory Supervisor	xliang@cityofsanmateo.org	650-522-7380
Robert Knox Operations Superintendent /Chief Plant Operator	rknox@cityofsanmateo.org	650-522-7380
Rob Learmonth Planet Manager	rlearmonth@cityofsanmateo.org	

**SEWER AUTHORITY MID-COASTSIDE**

1000 N. Cabrillo Highway Half Moon Bay, CA 94019

Kishen Prathivadi General Manager	Kishen@samcleanswater.org	650-726-0124
George Evans Finance Officer	gevans@samcleanswater.org	650-726-0124

**Sacramento**

**CITY OF SACRAMENTO**

Department of Utilities 5730 24th Street, Bldg 22 Sacramento, CA 95822

David Herrmann Division Manager, Water Division	dherrmann@cityofsacramento.org	916-808-5652
Dalton Le Program Specialist, Water Division	DML@cityofsacramento.org	916-808-6008
Andrew Costan Program Specialist	acostan@cityofsacramento.org	916-808-6339

**BAY AREA CHEMICAL CONSORTIUM  
PARTICIPATING MEMBER AGENCY CONTACT LIST  
BID NO. 11-2026  
SODIUM BISULFITE**

**CITY OF YUBA CITY**

Utilities Department 701 Northgate Drive Yuba City, CA 95991

Kaylashia Byrd	Finance Administrative Analyst	kbyrd@yubacity.net	530-822-4659
Mylaina McMurray	Utilities Administrative Analyst	mmcmurray@yubacity.net	530-822-5365
Joseph Jones	Finance Accounting Manager	jjones@yubacity.net	530-822-4803
Jennifer Troche	Utilities Administrative Assistant	utilitiesadmin@yubacity.net	530-822-7571
Christian Elder	Water Treatment Plant Supervisor	celder@yubacity.net	530-822-4759
Finance Department	Purchasing Team	purchasing@yubacity.net	530-822-4618
Veronica Kemmerly	Accountant I	vkemmerly@yubacity.net	530-822-4646
Mike Finnigan	Wastewater Treatment Facility Supervisor	mfinniga@yubacity.net	530-822-7696
Scarlett Harris	Utilities Administrative Manager	sharris@yubacity.net	530-822-5366
Lance Andes	Water Treatment Chief Plant Operator	landes@yubacity.net	530-822-4637
David Newgard	Wastewater Treatment Facility Chief Plant Operator	dnewgard@yubacity.net	530-822-7698

**South Bay**

**CITY OF SUNNYVALE**

Water Pollution Control Plant 1444 Borregas Avenue Sunnyvale, CA 94088-3707

Ryan Smith	WWTP Operations Manager	RASmith@sunnyvale.ca.gov	408-730-7716
Julie Callaghan	Admin Aide	jcallaghan@sunnyvale.ca.gov	408-730-7719
Rohan Wikramanayake	Division Manager	RWikramanayake@sunnyvale.ca.gov	408-730-7788
Lisa Vo	Purchasing	lvo@sunnyvale.ca.gov	408-730-7608

**SAN JOSE - SANTA CLARA REGIONAL WASTEWATER FACILITY**

700 Los Esteros Road San Jose, CA 95134

Justin Sabla	Wastewater Ops Superintendent	Justin.Sabla@sanjoseca.gov	(408) 793-5375
Bryan Berdeen	Chief Plant Operator	Bryan.Berdeen@sanjoseca.gov	(408) 635-2058
Mark Nicholl	Wastewater Ops Superintendent	Mark.Nicholl@sanjoseca.gov	408-635-6635
Alex Rodriguez	Division Manager of Wastewater Ops	alex.rodriguez@sanjoseca.gov	(408) 635-2087

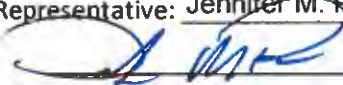
## SECTION IV

**BAY AREA CHEMICAL CONSORTIUM  
BID CONTRACT DOCUMENTS  
FOR BID NO. 11-2026  
SODIUM BISULFITE**

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

BAY AREA CHEMICAL CONSORTIUM  
STANDARD AGREEMENT, PAGE 1 OF 2  
BID NO. 11-2026  
SUPPLY AND DELIVERY OF SODIUM BISULFITE

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 Solutions USA, LLC  
Address: 8201 S 212th St  
City, State, ZIP: Kent, WA 98032  
Phone: 253-872-5040  
Email: jennifer.perras@univarsolutions.com or Muniteam-west@univarsolutions.com  
Authorized Representative: Jennifer M. Perras  
Signature:   
Date: 2/13/2026

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER \_\_\_\_\_ THROUGH \_\_\_\_\_.

**SPECIFIC DEVIATIONS:**

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

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document. Any order less than 2,000 gal. will be charged an LTL fee of \$575.00 per delivery.

If a load is split between multiple sites and the delivery volume is less than 2,000 gal., one LTL fee will be charged.

The LBS. to Gal conversion is as follows, 25%-9.92lbs./gal, 38-40%-11.09lbs./gal

**Description of Emergency Supply Plan:** Provide a summary of vendor's plans to continue to supply product in the event of an unexpected disaster or urgent emergency event.

we have our fleet of trucks and drivers, if our facilities are up and running. Municipalities are our first priority

We have tanks of chemicals at our facilities that can supply chemicals.

We can pull from Sacramento Ag., Redwood City, Santa Fe Springs & Commerce, CA

STANDARD AGREEMENT, PAGE 2 OF 2



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

T 253-872-5000  
F 253-572-5041

[www.univarsolutions.com](http://www.univarsolutions.com)



## References

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

Contact: Lin Repola- [linda.repola@sfgov.org](mailto:linda.repola@sfgov.org)  
Phone: 415-554-4564

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite servicing for the past 13 years.

2. East Bay Mud  
PO Box  
Oakland, CA 946231

Contact: John Grimes, Purchasing  
Email- [john.grimes@ebmud.com](mailto:john.grimes@ebmud.com)  
Phone: 510-287-0316

Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda, & Bulk Sodium Bisulfite servicing for the past 14 years.

3. City of Riverside  
WTP  
San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist  
Email- [SARogers@riverside.gov](mailto:SARogers@riverside.gov)  
Phone 951-826-5562

Supply and Delivery of Sodium Hypochlorite servicing for the past 3 years.

[addressee]  
[date]  
[page #]

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

Contact: each city, info listed below.

Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing for the past 13 years.

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

5. City of Los Angeles  
Los Angeles, CA

Contact: Katherin Quinn-

Email: [Katherine.Quinn@lacity.org](mailto:Katherine.Quinn@lacity.org)

Phone: 310-648-5665

Supply and Delivery of Sodium Hypochlorite for the past 6 years

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

Contact: Martha Ibarra

Emails: [mibarra@lacsdsd.org](mailto:mibarra@lacsdsd.org)

Phone: (562) 908-4288 ext. 1423

For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50% and Calcium Hydroxide 45%, have been servicing for 7 years

7. Metropolitan Water Dist. of Southern California  
PO Box 54153  
Los Angeles, CA 90054-0153

Contact: Angelo Sarao

Email: [asarao@mwdh2o.com](mailto:asarao@mwdh2o.com)

Phone: (213) 217-7610

Supply and Delivery of Caustic Soda and Rail Cars of Chlorine for the past 3 years

[addressee]  
[date]  
[page #]

Over the past 15 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

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

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

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

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

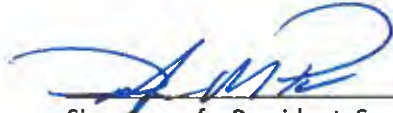
State of ~~California~~ Washington )  
 ) ss.  
County of King )

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

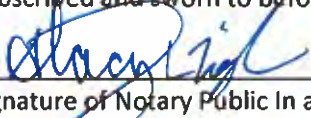
Sr. Municipal Bid Specialist of Univar Solutions USA, LLC the party making the  
(Title of Representative) (Legal Name of Bidder)

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

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

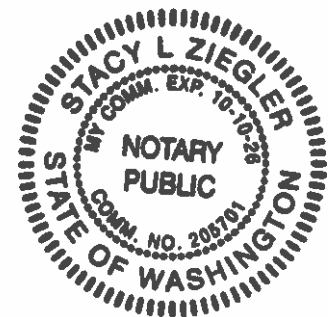
  
Signature of: President, Secretary,  
Manager, Owner, or Representative

Subscribed and sworn to before me this, 13th day of February, 20 26

  
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. 11-2026  
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE**

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

No later than 4:00 PM. PT  
Thursday, February 19, 2026

Legal Name of Bidder:  
Univar Solutions USA, LLC

Business Address  
8201 S 212th St  
Kent, WA 98032

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

Authorized Representative (Please Print):  
Jennifer M. Perras

Signature:   
Date: 2/13/2026

- I. **All costs except California State sales tax and tariffs for the purchase of SODIUM BISULFITE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).**
  
- II. **Bidders must submit all of the following, attached to this Bid Form:**
  - a. All requirements listed in Section 2.21 Manufacturer's Info.
  - b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.
  
- III. **Bidder Obligations**

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



**BAY AREA CHEMICAL CONSORTIUM**  
**Worksheet**  
**BID NO. 11-2026**  
**SODIUM BISULFITE**

*Refer to paragraph 2.4 Bid Pricing for full details.*

*Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.*

*Bid prices shall be based on bulk deliveries of 2,000 gallons or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.*

	Unit of Measure	Bid Price per Unit of Measure
<b>Sodium Bisulfite 25% solution</b>		
<u>Central Valley</u>	gal	\$
City of Turlock		
<u>East Bay</u>	gal	\$
East Bay Dischargers Authority Union Sanitary District		
<u>Marin Sonoma Napa</u>	gal	\$
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	\$
City of Antioch City of Brentwood City of Pinole (Pinole/Hercules WPCP) Delta Diablo Sanitation District Rodeo Sanitary District		
<u>Peninsula</u>	gal	\$
City of South San Francisco City of Daly City/North San Mateo County Sanitation District City of San Mateo Sewer Authority Mid-Coastside		
<u>Sacramento</u>	gal	\$
City of Sacramento		
<u>South Bay</u>	gal	\$
City of Sunnyvale San Jose - Santa Clara Regional Wastewater Facility		

DO NOT SUBMIT WORKSHEET  
ENTER BID PRICES VIA ELECTRONIC BID PLATFORM

**BAY AREA CHEMICAL CONSORTIUM  
Worksheet  
BID NO. 11-2026  
SODIUM BISULFITE**

*Refer to paragraph 2.4 Bid Pricing for full details.*

*Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.  
Bid prices shall be based on bulk deliveries of 2,000 gallons or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.*

	Unit of Measure	Bid Price per Unit of Measure
<b>Sodium Bisulfite 40% solution</b>		
<u>Central Valley</u> City of Stockton	gal	\$
<u>East Bay</u> City of San Leandro	gal	\$
<u>Sacramento</u> City of Yuba City	gal	\$

**DO NOT SUBMIT WORKSHEET  
ENTER BID PRICES VIA ELECTRONIC BID PLATFORM**



Dear Valued Customer,

Please accept this letter as confirmation that our remittance information has changed. Please find the correct banking information below:

Legal Entity Name: Univar Solutions USA, Inc

**WIRE TRANSFERS**

Bank of America NA

Account Number: 4427142686

ABA: 026009593

SWIFT: BOFAUS3N

Please email remit to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)

**ACH PAYMENTS**

Bank of America NA

Account Number: 4427142686

ABA: 111000025

Please email remit to: [cashapps@univarsolutions.com](mailto:cashapps@univarsolutions.com)

**CHECK PAYMENTS**

62190 Collections Center Drive

Chicago, IL 60693-0621

Please include remit information

Please contact us at 331-777-6000 if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David Lundin", with a long, sweeping underline.

David Lundin

Vice President, Financial Shared Services

Univar Solutions USA Inc.  
200 Dean Sievers Place  
Mornsville PA 19067



T215-337-5403  
F 215 337-5290  
[www.univarsolutions.com](http://www.univarsolutions.com)

**WARRANTY.** Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller's standard specifications or, if none, with Seller's standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Products are not within Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.



Univar Inc. is committed to embedding sustainability throughout our business. Univar recognizes that sustainability goes beyond reducing our impacts on the environment and that it involves an all-encompassing social, economic and environmental philosophy. Univar is a global enterprise with a strong ethical approach to business – a responsible corporate citizen. Univar encourages and values sustainable business practices across our value chain, and we support and encourage our suppliers and customers on their journeys to a sustainable future.

To meet our commitment the Sustainability Policy is guided by the principles below:

- Compliance with all applicable legal requirements and to operate in accordance with both government and industry codes of practice and guidance that are appropriate to our activities;
- Minimize any adverse impacts of our operations on the environment or the surrounding communities;
- Engage with our key stakeholders to ensure that our environmental and social efforts remain relevant;
- Communicate our commitment and our ongoing efforts relating to sustainability to our employees and the wider value chain;
- Encourage and support environmentally and socially responsible behavior from our customers and suppliers including those relating to key topics such as climate change or labor practices;
- Consider in our actions the principles of ISO26000 'Guidance on Social Responsibility' to ensure a comprehensive approach towards sustainability;
- Open and transparent reporting on issues that may impact our environment and society annually through a report informed by the Global Reporting Initiative (GRI) standards;
- Provide our supply chain partners with more sustainable choices in the markets that we operate;
- Review performance of sustainability metrics on an ongoing basis to ensure continual improvement.

The principles of this policy are core to our sustainability agenda, shaping our objectives and initiatives.

A handwritten signature in black ink, appearing to read 'P. Hockaday'.

Phil Hockaday  
Vice President, Global  
Environmental, Health and Safety  
Univar Inc.

Effective Date: 5<sup>th</sup> May 2017

## 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 Process<sup>SM</sup> by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.



## RDP - What's It?

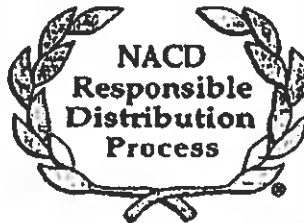
Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution Process<sup>SM</sup> (RDP), which focuses on the responsible management and distribution of chemicals.

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.





**Univar Solutions USA Inc.  
Safety Information**

**I. INTRODUCTION**

**(A) Scope**

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

**(B) Purpose**

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

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

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



**Univar Solutions USA Inc.  
Safety Information**

<b>Employer Information:</b>	<b>Name, address, telephone number, type of business and main activity.</b>
<b>Administrator Information:</b>	<b>Person with the authority and responsibility to administer the program.</b>
<b>Safety &amp; Health Hazard Evaluation:</b>	<b>A two step process which includes job classification and occupational hazard analysis.</b>
<b>Standard Operating Procedures/ Operating Standards:</b>	<b>Programs and procedures necessary to ensure employee safety and health in every aspect of their job.</b>
<b>Inspection Program:</b>	<b>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.</b>
<b>Training Program:</b>	<b>Employees receive initial, refresher and ongoing training as required.</b>
<b>Communication:</b>	<b>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.</b>
<b>Safety Award Program:</b>	<b>Company program that encourages and rewards employees for working safely.</b>



**Univar Solutions USA Inc.  
Safety Information**

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

established policies, procedures and guidelines. These policies, procedures and guidelines have been developed to establish a safe working environment for all of our employees and any deviation from them will not be tolerated.

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

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



## **UNIVAR SOLUTIONS SECURITY PROGRAM**

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

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

### **BUSINESS PARTNER REQUIREMENT**

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

### **POINT OF ORIGIN**

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

### **CONTAINER SECURITY**

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

### **EN ROUTE SECURITY**

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

### **COMMON CARRIER EVALUATION**

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



### **PERSONNEL SECURITY**

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

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

### **PHYSICAL ACCESS CONTROLS & SECURITY, PROCEDURAL & IT SECURITY**

#### **SECURITY & VULNERABILITY ASSESSMENT**

Due to the hazardous nature of the chemicals we manage and distribute, Univar constantly assesses its security and vulnerability concerning internal or external threats that could potentially disrupt operations or harm our employees, communities or the environment.

Univar's security program addresses the following potential sources of loss or disruption:

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

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

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

#### **UNAUTHORIZED ACCESS**

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

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



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

#### **SITE SECURITY COORDINATOR**

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

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

#### **TRAINING**

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

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

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

Respectfully,

A handwritten signature in black ink that reads 'Jonathan (Jon) Webster'.

---

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

**EMERGENCY PROCEDURES (Chapter 5)**  
**5.01 Incidental Spill Response**

05/04/2020; NEW

**1. PURPOSE**

Univar Solutions employees may only respond to incidental spills, which are defined as spills that do not pose a significant safety or health hazard to personnel in the area and that can be safely managed by employees in the immediate vicinity of the spill. The purpose of this standard is to prohibit Univar Solutions employees from responding to chemical releases that may cause severe injuries.

**2. SCOPE**

This standard applies to all spills that occur on Univar Solutions property, at customer locations, and during transit. Larger, more dangerous releases requiring emergency response must be completed by qualified contractors (see exception process for responding to Chlorine and Sulfur Dioxide releases in section 4.1.2). Additional details for responding to a variety of incidents can be found in the branch Contingency Plan.

**3. RESPONSIBILITY****3.1 Employee**

Univar Solutions employees must be able to identify the chemicals they work with, understand the hazards for each chemical, and use appropriate methods for preventing exposure. In the event of a spill, the employee must take steps to control the spill (if the material is identifiable and it is safe to do so), then immediately alert personnel in the immediate area and notify their supervisor. Employees must always exercise stop work authority at any point if they believe the task cannot be completed safely.

**3.2 Temporary Worker**

Temporary workers are not authorized to clean up spills. Temporary workers must secure the area and report all spills to their supervisor immediately.

**3.3 Contractor**

Contractors are not authorized to clean up spills. Contractors must secure the area and report the spill to local management immediately. Only contractors who have been specifically engaged to respond to a release may perform cleanup operations.

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OSM 5.01  
Incidental Spill Response

- 3.4 Branch Operations Supervisor/Branch Operations Manager (BOS/BOM)**  
The BOS/BOM must ensure that employees working with chemicals are properly trained in incidental spill response. The BOS/BOM must assess when the spill exceeds their ability to safely respond, and when to contact emergency contractors. All spills must be reported by the BOM in compliance with the procedures detailed in OSM 5 20 Spill Reporting. The BOM (or specifically assigned delegate) must inspect and maintain spill kits. The BOS/BOM must also conduct annual drills as outlined in section 4.6 below.
- 3.5 District Operations Manager (DOM)**  
The DOM ensures that the BOM/BOSs have the required resources and support to implement the requirements outlined in this procedure.
- 3.6 Regional Health and Safety Manager (RHSM)**  
The RHSM is responsible for auditing this procedure to ensure compliance and effectiveness. The RHSM is responsible for providing support and technical assistance to BOS/BOM for safely handling incidental spills.
- 3.7 Regional Regulatory Manager (RRM)**  
The RRM is responsible for making proper notifications to local, state, and federal agencies when appropriate. The RRM also assists in proper storage and disposal of any chemical waste.
- 3.8 VP of Operations**  
The VP of Operations is responsible for reviewing requests to establish branch-specific emergency response to Chlorine and Sulfur Dioxide releases.

**4. PROCEDURE****4.1 Authorized Spill Response****4.1.1 Incidental Spill Response**

Univar Solutions employees may only respond to spills that do not pose a significant safety or health hazard to personnel in the area and that can be safely managed by employees in the immediate vicinity of the spill.

**4.1.2 Emergency Response to Chlorine and Sulfur Dioxide Releases**

If the Operations Director believes a branch has the operational need and ability to respond to Chlorine or Sulfur Dioxide releases using Univar Solutions employees, the Operations Director, in consultation with the EHS department, must request authorization from the VP of Operations to implement a local emergency response program.

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Upon approval from the VP of Operations, the Health & Safety team will assist local operations in implementing an emergency response program consisting of the following:

- HAZWOPER training for emergency responders
- Emergency response SOPs
- Specialized training for responding to Chlorine and Sulfur Dioxide releases
- Annual emergency response drills

#### 4.2 Prohibited Emergency Spill Response

Univar Solutions employees are prohibited from responding to the following types of spills:

- Large chemical releases requiring aggressive emergency response efforts by emergency response contractors.
- Spills where the product or waste material cannot be identified.
- Spills involving a potential IDLH (Immediately Dangerous to Life and Health) atmosphere.
- Spills with a recognized fire or explosion risk.
- Spills that could create an oxygen-deficient atmosphere.
- Spills involving the following chemicals, regardless of size; Cyanide, Hydrofluoric Acid, Ammonium Hydroxide or Formaldehyde.
- Spills involving Chlorine or Sulfur Dioxide can be responded to only if VP of Operations approval is obtained, and a documented emergency response program is in place. See section 4.1.2.
- Univar Solutions employees must never be dispatched to respond to a spill at off-site locations (e.g. spills at customer sites, spills on public roads, etc.).

#### 4.3 Responding to Incidental Spills

Before responding to any incidental spills, employees must use appropriate PPE in compliance with OSM 1 21 Exhibit 1 PPE Hazard Assessment. Employees must take the following steps when responding to incidental spills:

##### 4.3.1 Identify the Spilled Material

Before responding to any spill, employees must be able to positively identify the chemical using product labels, Safety Data Sheets (SDS), etc. If the chemical cannot be identified, the area must be secured and an emergency response contractor must be used for cleanup.

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OSM 5.01  
Incidental Spill Response**4.3.2 Stop the Spill**

Take initial steps to stop or control the spill by using E-Stop devices, turning container on its side, closing valves, turning off pumps, etc. If this cannot be completed safely, employees must evacuate the area and take no further action without guidance from the BOS/BOM.

**4.3.3 Notify**

Immediately notify personnel in the area using verbal communication, caution tape, safety cones, etc. After notifying personnel in the area, the employee must then notify the BOS/BOM.

**4.3.4 Assess and Authorize**

Assessing the spill is a critical step in determining if it is safe to take further action to manage the spill. The BOS/BOM must authorize cleanup of the incidental spill. In addition to the prohibitions in [section 4.2](#), BOS/BOM must consider the following factors when assessing their ability to safely clean up the spill:

- Is appropriate PPE available?
- Are adequate supplies available to complete the cleanup?
- Can the size of the spill be safely managed by employees in the immediate area?
- Is there a risk of incompatible materials creating a dangerous reaction?
- If dealing with a flammable or combustible chemical, is there a risk of accumulation of flammable vapors? Are there any possible ignition sources in the area?
- Are there other dangerous vapors in the area?
- Is a JSA needed to properly address the hazards and controls?

**4.3.5 Cleanup**

Employees must complete the following steps to clean up the spill following the assessment:

1. Obtain BOS/BOM approval to proceed with the cleanup.
2. Locate nearest spill kit.
3. Wear appropriate PPE while cleaning up the spill. Reference the SDS and [OSM 1.21 Exhibit 1 PPE Hazard Assessment](#) table for specific PPE requirements.
4. Dispose of spilled material and contaminated materials using proper disposal procedures. BOM must consult with Regional Regulatory Manager or ChemCare® Specialist for proper disposal procedures.

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5. Properly decontaminate or dispose of all PPE and tools used during the cleanup process.

#### 4.4 Spill Reporting

All spills must be reported by the BOM in compliance with the procedures detailed in OSM 5 20 Spill Reporting.

#### 4.5 Spill Kits

The BOM (or specifically assigned delegate) must inspect and maintain spill kits according to the following requirements:

- 4.5.1 Spill kits must be located in areas where incidental spills are likely to occur.
- 4.5.2 Spill kits must be labeled, easily accessible, and fully stocked. See *Exhibit 1: Incidental Spill Kit Inventory* for ordering and restocking spill kits.
- 4.5.3 Spill kits must contain items appropriate for chemicals and conditions in the area. See *Exhibit 1: Incidental Spill Kit Inventory* for recommended spill kits.
- 4.5.4 Spill kits must have a numbered break away seal. The seal number must be inspected monthly to ensure the seal has not been broken. Log these inspections on *Exhibit 3: Monthly Spill Kit Seal Inspection Log*.
- 4.5.5 If the Spill Kit seal has been broken, then the employee inspecting the seal must:
  1. Open the spill kit and replace any missing items per *Exhibit 1* requirements
  2. Then reseal the spill kit with a new numbered break away seal, logging the new seal number on *Exhibit 3*

#### 4.6 Annual Spill Response Drills

- 4.6.1 At minimum, once per calendar year, the BOS/BOM must conduct a hands-on spill response drill with operational employees expected to participate in incidental spill response.
- 4.6.2 The drill must be conducted using the scenarios detailed in *Exhibit 2: Incidental Spill Response Drill*.

### 5. DEFINITIONS

Not applicable

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Incidental Spill Response



**6. RECORDS GENERATED AND RETENTION**

<b>Record</b>	<b>How Long to Retain</b>	<b>Location</b>	<b>Responsible</b>
<i>Exhibit 3: Monthly Seal Inspection Log</i>	3 years	Branch Files	BOM
<i>Exhibit 2: Incidental Spill Response Drill</i>	3 years	Branch Files	BOM

**7. TRAINING**

OTC 238 Incidental Spill Response

**8. REFERENCES**

*Exhibit 1: Spill Kit Inventory*

*Exhibit 2: Incidental Spill Response Drill*

*Exhibit 3: Monthly Spill Kit Seal Inspection Log*

OSM 5 20 Spill Reporting

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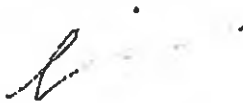
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**COMMON CARRIER EVALUATION**

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 LLC (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 LLC, 3075 Highland Parkway, Suite 200, Downers Grove, IL 60515-5560, Jack Spicuzza VP Global EHS, Audra Sargeant-Director of H&S 217-412-4107

Administrator Information: 425-889-3791, chemical distribution (type of business and main activity).

Person(s) with the authority and responsibility to administer this program. Jack Spicuzza VP Global EHS, Audra Sargeant-Director of H&S 217-412-4107

December 2025

<b>Safety &amp; Health Hazard Evaluation:</b>	A two-step process which includes job classification and occupational hazard analysis.
<b>Standard Operating Procedures/ Operating Standards:</b>	Programs and procedures necessary to ensure employee safety and health in every aspect of their job.
<b>Inspection Program:</b>	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 MaintainX.
<b>Training Program:</b>	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.
<b>Communication:</b>	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.
<b>Progressive Disciplinary Action Policy:</b>	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.

<b>Recordkeeping Requirements:</b>	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 .
<b>Program Reviews:</b>	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: 950 Lovebridge Rd

City: Pittsburg State: CA Zip Code: 94565

Telephone Number: (408) 953 1649

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: Lloyd Sr

Title: Transportation Manager

Alternate: Patrick O'Malley

Title: District Transportation 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/Transportation 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 Transportation 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 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 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. Transportation 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 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 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**

Branches 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.



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, February 10, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

[http://info.nsf.org/Certified/PwsChemicals/Listings.asp?  
CompanyName=Univar&ChemicalName=Sodium+Bisulfite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&ChemicalName=Sodium+Bisulfite&)

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

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**Univar Solutions Canada Ltd.**  
9800 Van Horne Way  
Richmond, BC V6X 1W5  
Canada  
604-273-1441

**Facility : # 3 Canada**

**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulphite 38%, Solution	Dechlorinator & Antioxidant	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 Solutions Canada Ltd. DBA  
Univar Canada Ltd.**

64 Arrow Road  
North York, ON M9M 2L9  
Canada  
416-740-5300

**Facility :** Guelph, Ontario, Canada

**Sodium Bisulfite[5]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SODIUM BISULPHITE (Low odor)	Dechlorination	50mg/L
Sodium Bisulfite 38%	Dechlorination	46mg/L
Sodium Bisulphite 38%	Dechlorination	46mg/L

[5] 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 Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

**Facility :** Valleyfield, Québec, Canada

**Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SODIUM BISULPHITE 38% SOLUTION	Dechlorinator & Antioxidant	41mg/L

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

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

**Univar Solutions USA**  
3075 Highland Parkway

Contract for Sodium Bisulfite Purchase

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

**Facility :** # 1 St. Louis, MO

**Sodium Bisulfite**

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

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 25%	Dechlorination	46mg/L
Sodium Bisulfite 38%	Dechlorination	46mg/L
Sodium Bisulfite 39%	Dechlorination	46mg/L
Sodium Bisulfite 40%	Dechlorination	46mg/L
Sodium Bisulfite 41%	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 :** Distribution Center - Stockton, CA

**Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Contract for Sodium Bisulfite Purchase

SODIUM BISULFITE 25%[1]

Dechlorination

[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 : Redwood City, CA

Sodium Bisulfite[2]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 25%	Dechlorination	46mg/L
Sodium Bisulfite 42%	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 : Santa Fe Springs, CA

Sodium Bisulfite[3]

<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

[3] 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.

Contract for Sodium Bisulfite Purchase

**Facility : Tampa, FL****Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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

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

**Facility : Distribution Center - Dallas, GA****Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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 : Distribution Center - South Sioux City, NE****Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SODIUM BISULFITE 38-40%[1]	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 : Portland, OR**

**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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 are Certified by NSF International.

**Facility : Distribution Center - Morrisville Steel Road, PA**

**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite	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 : 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 : Corpus Christi, TX**

**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 20%	Dechlorination	46mg/L
Sodium Bisulfite 38-40%	Dechlorination	46mg/L
Sodium Bisulfite 38-42%	Dechlorination	46mg/L
Sodium Bisulfite 40%	Dechlorination	46mg/L
Sodium Bisulfite 40-43%	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).

**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.

**Facility : Dallas Bekay Street, TX****Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 40%[1]	Dechlorination	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).

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

**Facility : Houston, TX****Sodium Bisulfite**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 30%	Dechlorination	50mg/L
Sodium Bisulfite 38-40%	Dechlorination	46mg/L
Sodium Bisulfite 40%	Dechlorination	46mg/L

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

**Facility : Phoenix 45th Avenue, AZ**

**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite 25%	Dechlorination	46mg/L
Sodium Bisulfite 38%	Dechlorination	46mg/L
Sodium Bisulfite 39%	Dechlorination	46mg/L
Sodium Bisulfite 40%	Dechlorination	46mg/L
Sodium Bisulfite 41%	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.

Number of matching Manufacturers is 3

Number of matching Products is 54

Processing time was 1 seconds

CERTIFICATE OF ANALYSIS

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

DATE: 10/10/2025

PRODUCT: Sodium Bisulfite 25%

PRODUCT GRADE: NSF

UNIVAR SOLUTIONS MATERIAL NUMBER: 16141680

UNIVAR SOLUTIONS BATCH NUMBER: 0840Q00605

<u>TEST</u>	<u>RESULTS</u>	<u>SPECIFICATIONS</u>
Assay, NaHSO <sub>3</sub>	26.00%	24.0%-26.0%
Specific Gravity @ 20°C	1.226	1.150-1.250
pH	4.88	3.5-5.5
Visual	Pass	Clear/Free of Particles

Univar Solutions

*CGagnier*

Cherisa Gagnier

Lab Technician



Certified to  
NSF/ANSI/CAN 60

**Note:**

Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at [www.univarsolutions.com](http://www.univarsolutions.com) or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

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**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

Version 1.3

Revision Date: 04/07/2023

**SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**
**Product name** : SODIUM BISULFITE 5-27%

**Recommended use of the chemical and restrictions on use**
**Recommended use** : Industrial chemical

**Manufacturer or supplier's details**
**Company** : Univar Solutions USA, Inc.  
**Address** : 3075 Highland Pkwy Suite 200  
 Downers Grove, IL 60515  
 United States of America (USA)

**Emergency telephone number:**

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

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

**SECTION 2. HAZARDS IDENTIFICATION**
**GHS Classification**

Skin corrosion : Category 1C

Serious eye damage : Category 1

Respiratory sensitisation : Category 1

Skin sensitisation : Category 1

**GHS label elements**

Hazard pictograms :



Signal word : Danger

 Hazard statements : H314 Causes severe skin burns and eye damage.  
 H317 May cause an allergic skin reaction.  
 H334 May cause allergy or asthma symptoms or breathing difficulties if inhaled.

 Precautionary statements : **Prevention:**  
 P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.  
 P264 Wash skin thoroughly after handling.  
 P272 Contaminated work clothing must not be allowed out of the workplace.  
 P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.  
 P285 In case of inadequate ventilation wear respiratory protection.

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

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**Response:**

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.

P342 + P311 If experiencing respiratory symptoms: Call a POISON CENTER/ doctor.

P363 Wash contaminated clothing before reuse.

**Storage:**

P405 Store locked up.

**Disposal:**

P501 Dispose of contents/ container to an approved waste disposal plant.

**Other hazards**

None known.

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**

Substance / Mixture : Mixture

**Hazardous components**

CAS-No.	Chemical name	Weight percent
7631-90-5	Sodium bisulfite	20 - 30

Actual concentration is withheld as a trade secret

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

**SECTION 4. FIRST AID MEASURES**

- General advice : Move out of dangerous area.  
Consult a physician.  
Show this safety data sheet to the doctor in attendance.  
Do not leave the victim unattended.
- If inhaled : Call a physician or poison control centre immediately.  
If unconscious, place in recovery position and seek medical advice.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.  
If on skin, rinse well with water.  
If on clothes, remove clothes.
- In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.

**Safety Data Sheet**

**SODIUM BISULFITE 5-27%**

Version 1.3

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If swallowed	<p>In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist.</p> <p>: Keep respiratory tract clear. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.</p>
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**SECTION 5. FIREFIGHTING MEASURES**

Suitable extinguishing media	<p>: Dry chemical Carbon dioxide (CO<sub>2</sub>) Alcohol-resistant foam</p>
Unsuitable extinguishing media	<p>: High volume water jet</p>
Specific hazards during fire-fighting	<p>: Do not allow run-off from fire fighting to enter drains or water courses.</p>
Hazardous combustion products	<p>: Carbon oxides Nitrogen oxides (NO<sub>x</sub>) sulfur oxides</p>
Further information	<p>: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.</p>
Special protective equipment for firefighters	<p>: Wear self-contained breathing apparatus for firefighting if necessary.</p>

**SECTION 6. ACCIDENTAL RELEASE MEASURES**

Personal precautions, protective equipment and emergency procedures	<p>: Use personal protective equipment. Ensure adequate ventilation.</p>
Environmental precautions	<p>: Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.</p>
Methods and materials for containment and cleaning up	<p>: Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal.</p>

**SECTION 7. HANDLING AND STORAGE**

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

Version 1.3

Revision Date: 04/07/2023

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Avoid formation of aerosol.  
Do not breathe vapours/dust.  
Avoid exposure - obtain special instructions before use.  
Avoid contact with skin and eyes.  
For personal protection see section 8.  
Smoking, eating and drinking should be prohibited in the application area.  
Provide sufficient air exchange and/or exhaust in work rooms.  
To avoid spills during handling keep bottle on a metal tray.  
Dispose of rinse water in accordance with local and national regulations.  
Persons susceptible to skin sensitisation problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.  
Containers which are opened must be carefully resealed and kept upright to prevent leakage.  
Observe label precautions.  
Electrical installations / working materials must comply with the technological safety standards.

**SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Components with workplace control parameters**

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7631-90-5	Sodium bisulfite	TWA	5 mg/m3	ACGIH
		TWA	5 mg/m3	NIOSH REL
		PEL	5 mg/m3	CAL PEL

**Personal protective equipment**

- Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

**Hand protection**

- Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.
- Eye protection : Eye wash bottle with pure water  
Tightly fitting safety goggles

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

Version 1.3

Revision Date: 04/07/2023

Skin and body protection	:	Wear face-shield and protective suit for abnormal processing problems.
Hygiene measures	:	Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place. When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**

Appearance	:	liquid
Colour	:	yellow
Odour	:	pungent
Odour Threshold	:	No data available
pH	:	No data available
Freezing Point	:	No data available
Boiling Point	:	No data available
Flash point	:	does not flash
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
Upper explosion limit	:	No data available
Lower explosion limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	No data available
Density	:	8.7500 lb/gal
Water solubility	:	No data available
Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Auto-ignition temperature	:	No data available
Thermal decomposition	:	No data available

**SECTION 10. STABILITY AND REACTIVITY**

Reactivity	:	No dangerous reaction known under conditions of normal use.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	No decomposition if stored and applied as directed.
Conditions to avoid	:	Contact with incompatible substances can cause decomposition at or below SADT.
Incompatible materials	:	Barium Lead magnesium mercury or mercury alloys Potassium

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

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Silver  
Strong acids  
Strong oxidizing agents  
Aluminium

**SECTION 11. TOXICOLOGICAL INFORMATION****Acute toxicity****Components:****7631-90-5:**

Acute oral toxicity : LD50 (Rat): 1,700 mg/kg  
Assessment: The component/mixture is moderately toxic after single ingestion.

Acute inhalation toxicity : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): > 2,000 mg/kg

**Skin corrosion/irritation****Components:****7631-90-5:**

Species: Rabbit

Result: No skin irritation

**Serious eye damage/eye irritation****Components:****7631-90-5:**

Species: Rabbit

Result: No eye irritation

**Germ cell mutagenicity****Components:****7631-90-5:**

Genotoxicity in vitro : Test Type: Ames test  
Species: Salmonella typhimurium  
Result: negative

Genotoxicity in vivo : Test Type: In vivo micronucleus test  
Species: Mouse  
Result: negative

Germ cell mutagenicity - Assessment : Tests on bacterial or mammalian cell cultures did not show mutagenic effects.

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**SODIUM BISULFITE 5-27%**

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**Carcinogenicity**
Components:
**7631-90-5:**

 Carcinogenicity - Assessment  
 IARC

 : Carcinogenicity classification not possible from current data.  
  
 No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

**OSHA**

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

**NTP**

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

**Reproductive toxicity**
Components:
**7631-90-5:**

Teratogenicity - Assessment

: No evidence of adverse effects on sexual function and fertility, or on development, based on animal experiments.

**Further information**
Product:

Remarks: No data available

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**SECTION 12. ECOLOGICAL INFORMATION**
**Ecotoxicity**
Components:
**7631-90-5:**

Toxicity to fish

 : LC50 (Leuciscus idus (Golden orfe)): > 100 mg/l  
 Exposure time: 96 h

Toxicity to daphnia and other aquatic invertebrates

 : EC50 (Daphnia magna (Water flea)): 89 mg/l  
 Exposure time: 48 h

Toxicity to algae

 : EC50 (Desmodesmus subspicatus (green algae)): 43.8 mg/l  
 Exposure time: 72 h

Acute aquatic toxicity- Assessment

: Harmful to aquatic life.

Chronic aquatic toxicity- Assessment

: Harmful to aquatic life with long lasting effects.

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

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**Persistence and degradability**

No data available

**Bioaccumulative potential**

No data available

**Mobility in soil**

No data available

**Other adverse effects****Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.  
Harmful to aquatic life with long lasting effects.

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**SECTION 13. DISPOSAL CONSIDERATIONS****Disposal methods**

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.  
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging : Empty remaining contents.  
Dispose of as unused product.  
Do not re-use empty containers.

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**SECTION 14. TRANSPORT INFORMATION****DOT (Department of Transportation):**

UN2693, Bisulfites, aqueous solutions, n.o.s., 8, III

**IATA (International Air Transport Association):**

UN2693, BISULPHITES, AQUEOUS SOLUTION, N.O.S., 8, III

**IMDG (International Maritime Dangerous Goods):**

UN2693, BISULPHITES, AQUEOUS SOLUTION, N.O.S., 8, III

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

Version 1.3

Revision Date: 04/07/2023

**SECTION 15. REGULATORY INFORMATION**

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

**CERCLA Reportable Quantity**

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium bisulfite	7631-90-5	5000	17272

**SARA 304 Extremely Hazardous Substances Reportable Quantity**

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

**SARA 311/312 Hazards** : Skin corrosion or irritation  
 Serious eye damage or eye irritation  
 Respiratory or skin sensitisation

**SARA 302** : This material does not contain any components with a section 302 EHS TPQ.

**SARA 313** : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

**Clean Air Act**

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

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

**Clean Water Act**

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:  
 7631-90-5 Sodium bisulfite

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:  
 7631-90-5 Sodium bisulfite

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

**Massachusetts Right To Know**

7631-90-5 Sodium bisulfite  
 7757-82-6 Sodium sulphate

**Pennsylvania Right To Know**

7732-18-5 Water  
 7631-90-5 Sodium bisulfite  
 7757-82-6 Sodium sulphate

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

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

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

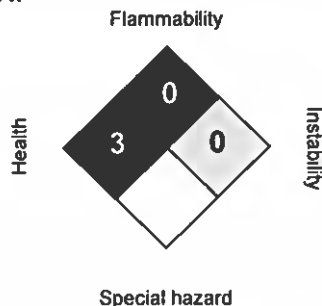
Version 1.3

Revision Date: 04/07/2023

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

**SECTION 16. OTHER INFORMATION**

**NFPA:**



**HMIS III:**

HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	0

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

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

**Revision Date** : 04/07/2023

**Material number:**

16194538, 16194537, 16160612, 16160585, 16152330, 16154999, 16151052, 16157084, 16141711, 16141680, 16142224, 16141001, 16142575

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical	LOAEL	Lowest Observed Adverse Effect

**Safety Data Sheet**  
**SODIUM BISULFITE 5-27%**

Version 1.3

Revision Date: 04/07/2023

	Substances		Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

**SAP** SACRAMENTO AG PRODUCTS, LLC.  
 8625 Unsworth Ave.  
 Sacramento, CA 95828  
 SAC AG PRODUCTS 918-963-9244

**CERTIFICATE OF ANALYSIS**

**SODIUM BISULFITE 38-40 SOLUTION**

This is to certify that the listed shipment of Sodium Bisulfite 38-40 Solution was assayed with the following results:

Date: January 21, 2028  
 Lot Number: 260111002  
 Customer: Univar Solutions USA  
 CO Number: 3000140953

Analysis	Specifications	Results
Appearance	Uniform, clear yellow solution	Pass
pH	5.0-5.4	5.0
Specific Gravity (25C)	1.31-1.35	1.33
Sodium Bisulfite (%)	38.0-40.0	38.9
Iron (ppm)	Report	< 3 ppm <sup>1</sup>

<sup>1</sup>Typical value reported, tested annually.



Sodium Bisulfite 38-40  
 ANS/NSF 60  
 FDPH  
 MUL: 50 mg/L

This certificate is issued electronically and is valid without signature.

Sacramento AG Products, LLC.

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

**SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**
**Product name** : SODIUM BISULFITE 38-42%

**Recommended use of the chemical and restrictions on use**
**Recommended use** : Industrial chemical

**Manufacturer or supplier's details**
**Company** : Univar Solutions USA  
**Address** : 3075 Highland Pkwy Suite 200  
 Downers Grove, IL 60515  
 United States of America (USA)

**Emergency telephone number:**

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

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

**SECTION 2. HAZARDS IDENTIFICATION**
**GHS Classification**
**Acute toxicity (Oral)** : Category 4

**GHS label elements**
**Hazard pictograms** :

**Signal word** : Warning

**Hazard statements** : H302 Harmful if swallowed.

**Precautionary statements** : **Prevention:**  
 P264 Wash skin thoroughly after handling.  
 P270 Do not eat, drink or smoke when using this product.  
**Response:**  
 P301 + P312 + P330 IF SWALLOWED: Call a POISON  
 CENTER/ doctor if you feel unwell. Rinse mouth.  
**Disposal:**  
 P501 Dispose of contents/ container to an approved waste dis-  
 posal plant.

**Other hazards**

None known.

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**
**Substance / Mixture** : Mixture

**Hazardous components**

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

CAS-No.	Chemical name	Weight percent
7631-90-5	Sodium bisulfite	30 - 50

Actual concentration is withheld as a trade secret  
Any Concentration shown as a range is due to batch variation.

**SECTION 4. FIRST AID MEASURES**

- General advice : Move out of dangerous area.  
Consult a physician.  
Show this safety data sheet to the doctor in attendance.  
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.  
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.  
If on skin, rinse well with water.  
If on clothes, remove clothes.
- In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.  
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.  
Continue rinsing eyes during transport to hospital.  
Remove contact lenses.  
Protect unharmed eye.  
Keep eye wide open while rinsing.  
If eye irritation persists, consult a specialist.  
Take victim immediately to hospital.
- If swallowed : Keep respiratory tract clear.  
Do not induce vomiting without medical advice.  
Do not give milk or alcoholic beverages.  
Never give anything by mouth to an unconscious person.  
If symptoms persist, call a physician.  
Take victim immediately to hospital.
- Most important symptoms and effects, both acute and delayed : Harmful if swallowed.

**SECTION 5. FIREFIGHTING MEASURES**

- Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during fire-fighting : Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : Carbon oxides  
Nitrogen oxides (NOx)  
sulfur oxides

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

- Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

**SECTION 6. ACCIDENTAL RELEASE MEASURES**

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal.

**SECTION 7. HANDLING AND STORAGE**

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Avoid formation of aerosol. Do not breathe vapours/dust. Avoid exposure - obtain special instructions before use. Avoid contact with skin and eyes. For personal protection see section 8. Smoking, eating and drinking should be prohibited in the application area. Provide sufficient air exchange and/or exhaust in work rooms. To avoid spills during handling keep bottle on a metal tray. Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Observe label precautions. Electrical installations / working materials must comply with the technological safety standards.

**SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Components with workplace control parameters**

CAS-No.	Components	Value type (Form of)	Control parameters / Permissible	Basis

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

		exposure)	concentration	
7631-90-5	Sodium bisulfite	TWA	5 mg/m3	ACGIH
		TWA	5 mg/m3	NIOSH REL
		PEL	5 mg/m3	CAL PEL

**Personal protective equipment**

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

**Hand protection**

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water  
Tightly fitting safety goggles  
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection : Impervious clothing  
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.  
When using do not smoke.  
Wash hands before breaks and at the end of workday.

**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**

Appearance : liquid

Colour : clear, yellow

Odour : Sulfur dioxide odor

Odour Threshold : No data available

pH : 3.0 - 5.0

Freezing Point (Melting point/freezing point) : 5 - 7 °C (41 - 45 °F)

Boiling Point (Boiling point/boiling range) : 104 °C (219 °F)

Flash point : does not flash

Evaporation rate : No data available

Flammability (solid, gas) : No data available

Upper explosion limit : No data available

Lower explosion limit : No data available

Vapour pressure : No data available

Relative vapour density : No data available

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

Relative density	: 1.31 - 1.38 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	: No data available
Solubility(ies)	: No data available
Water solubility	: soluble
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

**SECTION 10. STABILITY AND REACTIVITY**

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: excessive heat
Incompatible materials	: Barium Lead magnesium mercury or mercury alloys Potassium Silver Strong acids Strong oxidizing agents Aluminium
Hazardous decomposition products	: Sulphur oxides Carbon oxides

**SECTION 11. TOXICOLOGICAL INFORMATION**
**Acute toxicity**

Harmful if swallowed.

**Product:**

Acute oral toxicity	: Assessment: The component/mixture is moderately toxic after single ingestion.
Acute dermal toxicity	: Acute toxicity estimate: > 5,000 mg/kg

**Components:**
**7631-90-5:**

Acute oral toxicity	: LD50 (Rat): 1,700 mg/kg Assessment: The component/mixture is moderately toxic after single ingestion.
---------------------	--

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

Acute inhalation toxicity : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): > 2,000 mg/kg

**Skin corrosion/irritation**

Not classified due to lack of data.

**Components:**

**7631-90-5:**

Species: Rabbit

Result: No skin irritation

**Serious eye damage/eye irritation**

Not classified due to lack of data.

**Components:**

**7631-90-5:**

Species: Rabbit

Result: No eye irritation

**Respiratory or skin sensitisation**

Skin sensitisation: Not classified due to lack of data.

Respiratory sensitisation: Not classified due to lack of data.

**Germ cell mutagenicity**

Not classified due to lack of data.

**Components:**

**7631-90-5:**

Genotoxicity in vitro : Test Type: Ames test  
Species: Salmonella typhimurium  
Result: negative

Genotoxicity in vivo : Test Type: In vivo micronucleus test  
Species: Mouse  
Result: negative

Germ cell mutagenicity - Assessment : Tests on bacterial or mammalian cell cultures did not show mutagenic effects.

**Carcinogenicity**

Not classified due to lack of data.

**Components:**

**7631-90-5:**

Carcinogenicity - Assessment : Carcinogenicity classification not possible from current data.

**IARC**

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

**OSHA**

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

**NTP** No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

**Reproductive toxicity**  
Not classified due to lack of data.

**Components:**

**7631-90-5:**

Teratogenicity - Assessment : No evidence of adverse effects on sexual function and fertility, or on development, based on animal experiments.

**STOT - single exposure**  
Not classified due to lack of data.

**STOT - repeated exposure**  
Not classified due to lack of data.

**Aspiration toxicity**  
Not classified due to lack of data.

---

**SECTION 12. ECOLOGICAL INFORMATION**

**Ecotoxicity**

**Components:**

**7631-90-5:**

Toxicity to fish : LC50 (Leuciscus idus (Golden orfe)): > 100 mg/l  
Exposure time: 96 h

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 89 mg/l  
Exposure time: 48 h

Toxicity to algae : EC50 (Desmodesmus subspicatus (green algae)): 43.8 mg/l  
Exposure time: 72 h

Acute aquatic toxicity- Assessment : Harmful to aquatic life.

Chronic aquatic toxicity- Assessment : Harmful to aquatic life with long lasting effects.

**Persistence and degradability**

No data available

**Bioaccumulative potential**

No data available

**Mobility in soil**

No data available

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

**Other adverse effects**

**Product:**

- Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances  
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
- Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.  
Harmful to aquatic life with long lasting effects.

**SECTION 13. DISPOSAL CONSIDERATIONS**

**Disposal methods**

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

**SECTION 14. TRANSPORT INFORMATION**

**DOT (Department of Transportation):**

UN2693, Bisulfites, aqueous solutions, n.o.s., (SODIUM BISULFITE), 8, III

**IATA (International Air Transport Association):**

UN2693, BISULPHITES, AQUEOUS SOLUTION, N.O.S., (SODIUM BISULFITE) , 8, III

**IMDG (International Maritime Dangerous Goods):**

UN2693, BISULPHITES, AQUEOUS SOLUTION, N.O.S., (SODIUM BISULFITE), 8, III

**SECTION 15. REGULATORY INFORMATION**

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

**CERCLA Reportable Quantity**

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium bisulfite	7631-90-5	5000	11363

**SARA 304 Extremely Hazardous Substances Reportable Quantity**

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

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

- SARA 311/312 Hazards** : Corrosive to metals  
Acute toxicity (any route of exposure)  
Skin corrosion or irritation  
Serious eye damage or eye irritation  
Specific target organ toxicity (single or repeated exposure)
- SARA 302** : This material does not contain any components with a section 302 EHS TPQ.
- SARA 313** : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

**Clean Air Act**

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

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMII Intermediate or Final VOC's (40 CFR 60.489).

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7631-90-5 Sodium bisulfite  
7757-82-6 Sodium sulphate

**Pennsylvania Right To Know**

7732-18-5 Water  
7631-90-5 Sodium bisulfite  
7757-82-6 Sodium sulphate

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

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

- TSCA : All substances listed as active on the TSCA inventory
- AIIC : not determined
- DSL : All components of this product are on the Canadian DSL
- ENCS : not determined
- NZIoC : not determined
- KECI : not determined

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

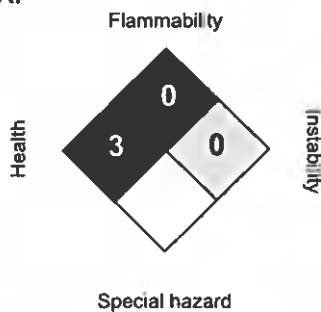
Revision Date: 03/27/2025

PICCS : not determined

IECSC : not determined

**SECTION 16. OTHER INFORMATION**

**NFPA:**



**HMIS III:**

<b>HEALTH</b>	<b>3/</b>
<b>FLAMMABILITY</b>	<b>0</b>
<b>PHYSICAL HAZARD</b>	<b>4</b>

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

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

Revision Date : 03/27/2025

Legacy SDS: : 100000039158

**Material number:**

16224579, 16224093, 16223690, 16221630, 16221629, 16221628, 16221627, 16221626, 16220023, 16217719, 16214863, 16214822, 16214643, 16214642, 16212075, 16212073, 16209740, 16209665, 16188835, 16182885, 16169588, 16169431, 16169874, 16174725, 16168692, 16169503, 16168771, 16178394, 16177763, 16176488, 16180412, 16173527, 16171247, 16152616, 16161345, 16158625, 16160028, 16153923, 16150080, 16155598, 16153889, 16141391, 16142787, 16153532, 16142748, 16135286, 16138245, 16138094, 16160213, 16158189, 16144938, 16142598, 16141906, 16141752, 16141724, 16141663, 16141298, 16140179, 16136870, 16135289, 506934, 71274, 16179260, 16173000, 16156115, 16153683, 16153705, 16153659, 16158373, 16154308, 16154408, 16153858, 16153751, 16156803, 16156802, 16156929, 16161388, 16154559, 16156451, 16154337, 16163644, 16140307, 16143734, 16153373, 16157287, 16153082, 16152814, 16154338, 16140952

**Key or legend to abbreviations and acronyms used in the safety data sheet**

**Safety Data Sheet**  
**SODIUM BISULFITE 38-42%**

Version 1.13

Revision Date: 03/27/2025

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AIIC	Australian Inventory of Industrial Chemicals	LOAEL	Lowest Observed Adverse Effect Level
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EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
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EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		



AGENCY CUSTOMER ID: 570000014538

LOC #:



**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER			
CARRIER	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				NMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limit \$5,000,000
	WORKERS COMPENSATION						
B		N/A		WCUC72794539 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2025	06/01/2026	
	OTHER						
	Claims Made Form						

**BAY AREA CHEMICAL CONSORTIUM  
BID FORM FOR BID NO. 11-2026  
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE**

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

No later than 4:00 PM. PT  
Thursday, February 19, 2026

Legal Name of Bidder:  
Univar Solutions USA, LLC

Business Address  
8201 S 212th St  
Kent, WA 98032

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

Authorized Representative (Please Print):  
Jennifer M. Perras

Signature:   
Date: 2/13/2026

- I. **All costs except California State sales tax and tariffs for the purchase of SODIUM BISULFITE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).**
  
- II. **Bidders must submit all of the following, attached to this Bid Form:**
  - a. All requirements listed in Section 2.21 Manufacturer's Info.
  - b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.
  
- III. **Bidder Obligations**

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



AFFIDAVIT RE DELIVERY REQUIREMENTS


STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

I, Jennifer Perras, the Sr. Municipal Bid Specialist for Univar Solutions USA LLC. ("Univar") being duly sworn, states that I have read RFP#11-2026 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 Co.-3105 El Dorado St., Stockton, CA 95206	#209-466-3554
Bulk Transportation- 415 S Lemon Ave., Walnut, CA 91789	#909-594-2855
Quality Carriers- 2750 Goodrick Ave, Richmond, CA	#510-232-8313
RJ's Transportation-11949 Hawthorne Ave, CA 92345	#909-732-9144
Mederos Tank Lines-3600 Sisk Rf, Suite 4A, Modesto, CA 95356	#209-620-0593
Watson Brothers-13918 Jack Ton Rd., Manteca, CA 95336	#209-986-1588

By:   
Jennifer M. Perras

SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of February 2026, Jennifer M. Perras.

  
Notary Public for Washington, County of King  
My Commission Expires: 10-10-26

