



**Invitation to Bid (ITB) for  
Caustic Soda 25% in Solution for the Public Utilities Department**

**Solicitation Number:** 10089899-22-J

**Solicitation Issue Date:** April 15, 2022

**Questions and Comments Due:** April 21, 2022 @ 12:00 p.m.

**Pre-Bid Conference:** No Pre-bid Conference will be held.

**Bid Due Date and Time ("Closing Date"):** May 12, 2022 @ 3:00 p.m.

**Contract Terms:** One (1) year from Effective Date with option to renew for Four (4) additional one-year terms, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

**City Contact:** Janet Polite, Senior Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
[jpolite@sandiego.gov](mailto:jpolite@sandiego.gov)

**Submissions:** Bidder is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089899-22-J, Caustic Soda  
25% in Solution for Public Utilities Department**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089899-22-J, Caustic Soda 25% in Solution for Public Utilities Department (Contractor).

**RECITALS**

On or about 4/15/2022, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to Anionic Polymer as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one- year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or five years, whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** Reserved.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup>      The Contract
- 2<sup>nd</sup>      The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3<sup>rd</sup>      Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's


acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.


IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

**CONTRACTOR**

Univar Solutions USA Inc.  
\_\_\_\_\_  
**Bidder**  
8201 S 212th St.  
\_\_\_\_\_  
**Street Address**  
Kent, WA 98032  
\_\_\_\_\_  
**City**  
253-872-5040  
\_\_\_\_\_  
**Telephone No.**  
muniteamwest@univarsolutions.com  
\_\_\_\_\_  
**E-Mail**

**CITY OF SAN DIEGO  
A Municipal Corporation**

**BY:**  
  
\_\_\_\_\_  
**Print Name:** Claudia C. Abarca  
**Director**  
**Purchasing & Contracting Department**  
October 10, 2022  
**Date Signed**

**BY:**  
  
\_\_\_\_\_  
**Signature of Bidder's Authorized Representative**  
Jennifer M. Perras  
\_\_\_\_\_  
**Print Name**  
Municipal Specialist  
\_\_\_\_\_  
**Title**  
5/9/2022  
\_\_\_\_\_  
**Date**

Approved as to form this 11 day of  
October \_\_\_\_\_, 2022.  
**MARA W. ELLIOTT, City Attorney**

  
\_\_\_\_\_  
**BY:** Ray Palmucci (Oct 11, 2022 09:06 PDT)  
**Deputy City Attorney**

**EXHIBIT A**  
**INSTRUCTIONS AND BID REQUIREMENTS**

**A. BID SUBMISSION**

**1. Timely Bid Submittal.** Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Bids.** The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

**1.2.1** Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

**1.3 Bid Due Date.** Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

**1.4 Pre-Bid Conference.** No pre-bid conference will be held for ITB.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

**2. Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. **Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

**7.1 Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

**9. Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis,

including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

**3. Escalation.** An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

**C. BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project



will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

#### **D. EVALUATION OF BIDS**

**1. Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.

**2. Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

**3. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

**4. Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

**5. Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

#### **E. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

**2. Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**F. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

**4. Reserved.**

**5. Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. BID SPECIFICATIONS**

The City of San Diego, Public Utilities Department (City) requires a Contractor to provide Caustic Soda, twenty-five percent (25%) in solution to be delivered to the following facilities:

<b>Facility</b>	<b>Estimated Quantity</b>
Metropolitan Biosolids Center	62.0 Dry Tons annually; 3,200-gallon deliveries
North City Water Reclamation Plant	18.0 Dry Tons annually; 4,526-gallon deliveries
Sewer Pump Station No. 5	14.0 Dry Tons annually; 200-gallon deliveries
South Bay Water Reclamation Plant	20.0 Dry Tons annually; 4,100-gallon deliveries

Quantities shown are estimates only. The City reserves the right to purchase more or less as need dictates. Successful bidder agrees to waive any differences, whether more or less, between estimated quantities and quantities actually ordered. The City shall not be obligated to purchase supplier's excess inventory of any item if actual purchases vary from estimates.

**B. CHEMICAL AND PHYSICAL REQUIREMENTS**

Liquid Caustic Soda shall be 25% in Solution. The Caustic Soda supplied under these specifications shall be clean and free from all dirt, wood, and plastic particulate matter which could cause pumping failure. It shall contain no foreign substances organic or inorganic, in injurious quantities.

**C. SAMPLE FOR TESTING**

Bidders shall send, at Bidder's expense, a one (1) quart sample of the material bid for testing purposes. Samples shall be delivered at least one (1) week prior to bid due date to:

Public Utilities Department  
Environmental Chemistry Services Laboratory  
Attn: Elvira Mercado  
5530 Kiowa Drive  
La Mesa, CA 91942  
(619) 668-3214

Samples must be submitted to the Environmental Chemistry Services Laboratory between the hours of 8:00 a.m. and 3:00 p.m. Pacific Time. Samples must be received on or before

12:00 p.m. on May 5, 2022. If bidder fails to submit a sample by the due date and time, the bid response will be rejected and the Bidder deemed as non-responsive to the bid. Sample material shall include, at a minimum, Name of Bidder, Date of Delivery, and percent in solution.

The successful Bidder shall warrant the material to be furnished is one of the purity and content specified herein and that the material to be furnished is substantially equal to the sample submitted for testing. Sample must be produced by the plant from which the material will be furnished. Samples made in a laboratory are not acceptable. The City reserves the right to request additional samples as needed, at no cost to the City, for additional evaluation purposes

#### **D. DELIVERY REQUIREMENTS**

Delivery shall be in tank truck lots. Loading, handling, and unloading shall be done at the expense of the Contractor. Upon award of this bid, the successful Bidder will be required to arrange a regular delivery schedule with City personnel.

Delivery time shall be between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, for the Metropolitan Biosolids Center (MBC); between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, for the North City Water Reclamation Plant (NCWRP), between the hours of 6:00 a.m. and 12:00 p.m., Monday through Friday, for Sewer Pump Station No. 5; and between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday, for South Bay Water Reclamation Plant (SBWRP). Delivery times can be subject to change as agreed between Contractor and the City facility personnel.

Material shall be unloaded by Contractor or freight carrier from tank truck equipped with metered pumping equipment utilizing a 2" camlock fitting at the Metropolitan Biosolids Center, the North City Water Reclamation Plant and South Bay Water Reclamation Plant. At Sewer Pump Station no. 5, the Contractor shall be required to fill the tank at the top; no fitting is present.

Delivery weight of material shall be determined by certified scales. Certificates of weight shall be furnished by Contractor for all Caustic Soda, 25% in Solution at the time of delivery. Tanker truck shall be cleaned prior to being filled to prevent contamination of Caustic Soda. Material shall be delivered in DOT approved tanker trucks.

Contractor to identify designated trucking company to deliver Caustic Soda.

The City reserves the right to add or remove delivery locations throughout the contract period at no additional cost to the City.

#### **E. EMERGENCY ORDERS/DELIVERIES**

In an emergency, the City requires delivery within forty-eight (48) hours of notice by City. In the event the Contractor is unable to deliver within this time frame, the City reserves the right to purchase off-contract.

For emergency and failure to deliver orders, if the contractor fails to deliver material within time indicated on the proposal page, causing any plant to run short of product or run the risk

of being totally out of this product, the City reserves the right to purchase off-contract. If under such circumstance, it becomes necessary for the City to obtain the product on an emergency basis (due to failure of contractor to deliver or the apparent likelihood that Contractor will be unable to deliver), the City will bill Contractor for the difference in cost between the contract price and the price the City paid for the emergency delivery.

Furthermore, should the City be subjected to fines or any other expenses as a result of Contractor's or agents of the Contractor's failure to deliver the product herein specified, Contractor will be held liable to the City for reimbursement of the entire amount of expense imposed upon the City because of late or non-delivery.

#### **F. FREIGHT CARRIER**

It is the Contractor's responsibility to ensure that their freight carriers have proper Commercial General Liability, Automobile Liability, and Workers' Compensation insurance coverage. The City is not responsible for this material until it has been delivered. Therefore, the City accepts no liability for this material prior to delivery or while it is under the Contractor's possession, control, or under freight carriers' possession or control.

#### **G. SAFETY DATA SHEETS**

All Bidders must submit with their bids three (3) copies of the material safety data sheet (MSDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

The Contractor must also send with each shipment one (1) copy of the MSDS for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

#### **H. BACKORDERS**

Contractor shall ship items in the quantities shown on the Purchase Order. The City will not accept backorders without prior City approval. Unauthorized backorders may be cause for contract termination. The City reserves the right to evaluate the number of backorders to determine if backorders are negatively impacting the City's daily operations, which may be cause for termination of the contract.

#### **I. SUBSTITUTIONS**

No substitutions of items bid shall be permitted without review and written authorization from the City. The City shall be given a thirty (30) day notice of any proposed substitution.

#### **J. QUALITY ASSURANCE MEETINGS**

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct

these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

**K. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**L. PRICING SCHEDULE**

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations for these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. Bidder shall complete the pricing page in its entirety to include the estimated annual bid total.

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges. The City reserves the right to add additional locations during the term of this contract under the same terms, conditions, and pricing.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

Pricing shall include all necessary labor including technical services required to perform and furnish all work in accordance with the terms and conditions of the bid.

**SECTION 1 – CAUSTIC SODA, 25% IN SOLUTION FOR WASTEWATER PLANTS AND FACILITIES**

Item No.	Estimated Quantity	U/M	Description	Delivered Price Per Dry Ton (Basis 76% NA20)	Extension
1.	62.0	Dry Tons	Liquid Caustic Soda, 25% in Solution <b>FOB Destination to:</b> <b>Metropolitan Biosolids Center</b> 5240 Convoy Street San Diego, CA 92111  Bidder agrees to supply Caustic Soda in <u>3,200</u> gallon lots.	\$ 1,134.00	\$ 70,308.00
2.	18.0	Dry Tons	Liquid Caustic Soda, 25% in Solution <b>FOB Destination to:</b> <b>North City Water Reclamation Plant</b> 4949 Eastgate Mall San Diego, CA 92121  Bidder agrees to supply Caustic Soda in <u>3,200</u> gallon lots.	\$ 1,134.00	\$ 20,412.00
3.	14.0	Dry Tons	Liquid Caustic Soda, 25% in Solution <b>FOB Destination to:</b> <b>Sewer Pump Station No. 5</b> 1304 Beardsley Street San Diego, CA 92113  Bidder agrees to supply Caustic Soda in <u>200</u> gallon lots.	\$ 1,861.00	\$ 29,776.00

Item No.	Estimated Quantity	U/M	Description	Delivered Price Per Dry Ton (Basis 76% NA20)	Extension
4.	20.0	Dry Tons	Liquid Caustic Soda, 25% in Solution <u>FOB Destination to:</u> <b>South Bay Water Reclamation Plant</b> 2411 Dairy Mart Road San Diego, CA 92154  Bidder agrees to supply Caustic Soda in <u>3,200</u> gallon lots.	\$ 1,134.00	\$ 22,680.00
<b>ESTIMATED ANNUAL TOTAL:</b>					<b>\$ 143,176</b>

Name and address of Manufacturer: Univar Solutions USA Inc.

State percentage (%) concentration of product bid: 25% %

Freight Line to be used for delivery: Univar Solutions private fleet

Bidder agrees to supply Caustic Soda in as specified gallon lots. Contractor must maintain a supply of Caustic Soda at storage or warehouse locations within the United States and within 18-hour drive of delivery.





**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.



**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 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.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

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

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require 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.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

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

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.



**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

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



T 253-872-5000  
F 253-572-5041  
[www.univarusa.com](http://www.univarusa.com)

May 9, 2022

San Diego County Water Authority  
1200 Third Ave., Suite 200  
San Diego, CA 92101

RE: RFP Purchase and Delivery of Caustic Soda 25% in Solution for the Public Utilities Dep.

Dear Purchasing;

Univar Solutions USA Inc. is pleased to offer a price quote on your ITB due Thursday, May 12, 2022, and has done so on the attached required paperwork.

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

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

Thank you,

*Jennifer Perras*

Municipal Specialist  
Western Region  
Univar Solutions USA Inc.  
[Muniteam-west@univarsolutions.com](mailto:Muniteam-west@univarsolutions.com)  
[www.univar.com](http://www.univar.com)

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

**Please Note:** 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.

**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.



**CERTIFICATE OF CORPORATE SECRETARY**

I, Julie Halperin, hereby certify that:

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

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

IN WITENESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 25<sup>th</sup> day of February 2022.

DocuSigned by:  
  
 Julie Halperin, Corporate Assistant Secretary

State of Illinois        )  
   )  
 County of DuPage     )

This Certificate of Secretary was signed and sworn to before me on this 25<sup>th</sup> day of February 2022 by Julie Halperin, Corporate Assistant Secretary of Univar Solutions USA Inc.

Seal



  
 Mary F. Matthews  
 Notary Public  
 My commission expires June 27, 2025

Univar Solutions USA Inc.  
2600 S Garfield Avenue  
Commerce, CA 90040



T 323-727-7005  
F 323-837-7100

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

## GENERAL INFORMATION

### Regular Office Hours during which orders may be placed:

Monday – Friday 7:00 am – 5:30 pm (PST)

### In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency pager – 24-hour response: 562-944-7244 for emergencies only.

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

Office Phone: (800) 201-4439

Office Fax: (323) 837-7100

Email Orders – [CustSvc-LA@UnivarSolutions.com](mailto:CustSvc-LA@UnivarSolutions.com)

Tom DeLong - District Administrative Manager

Aaron Cervantes – Planning Manager

Clay Kussler - General Manager

[thomas.delong@univarsolutions.com](mailto:thomas.delong@univarsolutions.com)

or [muniteamAaron.Cebrvantes@univarsolutions.com](mailto:muniteamAaron.Cebrvantes@univarsolutions.com)

[clay.kussler@univarsolutions.com](mailto:clay.kussler@univarsolutions.com)

### Sales Contact:

Elio Limonchi

Sales Account Manager

Phone: (619) 241-1382

[Elio.Limonchi@univarsolutions.com](mailto:Elio.Limonchi@univarsolutions.com)

### For anything pertaining to bids:

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

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

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

Jennifer Perras  
Municipal Specialist  
Phone: (253) 872-5000  
Fax: (253) 872-5041

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

Roise Holiday  
Municipal Specialist  
(253) 872-5000  
(253) 872-5041

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

Stacy Ziegler  
Municipal Specialist  
(253) 872-5000  
(253) 872-5041

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

Shawnasey McCarthy  
Municipal Commercial Manager



Phone: (253) 872-5000  
Fax: (253) 872-5041  
[shawnasey.mccarthy@univarsolutions.com](mailto:shawnasey.mccarthy@univarsolutions.com)

**Remittance Address:**

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

**Standard Payment Terms:**

Net 30 days

## Mission Statement

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

## Vision Statement

*Be the benchmark of excellence.*

## Quality Policy

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

## Statement of Core Values

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



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

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

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

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

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

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

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

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

## **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).

## **NACD Responsible Distribution Process Code of Management Practice**

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

### **I. Risk Management**

- A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.
- B. Regular review with suppliers of the hazards of materials.
- C. Identification and implementation of risk reduction measures.

### **II. Compliance Review and Training**

- A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.
- B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.
- C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.
- D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

### **III. Carrier Selection**

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

IV. **Handling and Storage**

- A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.
- B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.
- C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.
- D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.
- E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.
- F. Documentation of current operating procedures for handling and storing chemicals.
- G. Facility design, construction, maintenance, inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.
- H. Develop a process for addressing chemical site and chemical transportation security.
- I. Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions.
- J. Procedures to properly label and mark packages and containers.

V. Job Procedures and Training

- A. Identification of the skills and knowledge necessary to perform each job.
- B. Establishment of procedures and work practices for safe operating and maintenance activities.
- C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.
- D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.
- E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

VI. Waste Management and Conservation Practices

- A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.
- B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.
- C. A commitment to institute resource conservation measures.

VII. Emergency Response and Public Preparedness

- A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed from that investigative process.
- B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.
- C. Procedures for making emergency response information concerning the member company's chemicals available to response agencies.



- D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company's chemicals.
- E. Annual review, testing, and assessment of the operability of the member company's written emergency action and fire prevention plan and/or emergency response plan.
- F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.
- G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.
- H. Participation in the Local Emergency Planning Committee's process to develop and periodically test the local emergency response plan.

VIII. **Community Outreach**

- A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD's Responsible Distribution Process<sup>SM</sup>.
- B. Information and updated for employees on the Responsible Distribution Process<sup>SM</sup> to encourage key employees to become involved in community outreach efforts.
- C. Advocacy of responsible public policies and regulations for chemical distribution.

IX. **Product Stewardship**

**Customers**

- A. A process to qualify customers as prescribed by governmental regulation.
- B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution Process<sup>SM</sup>.

X. **Internal RDP Audits**

- A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.
- B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

XI. **RDP Corrective and Preventive Action**

- A. Member companies shall establish a CORRECTIVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company's implementation of RDP.
- B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.

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**XII. RDP Document and Data Control**

- A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).
- B. Data includes any of the above that is electronically stored and utilized.
- C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.
- D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

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

## **NACD Responsible Distribution Process**

### **Guiding Principles**

1. To recognize and respond to community concerns about chemicals, their handling, and transportation.
2. To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.
3. To inform emergency response officials, employees, customers, and the public of manufacturer's information on chemical-related health or environmental hazards, and the manufacturer's recommendations on protective measures.
4. To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products.
5. To operate our plants and facilities in a manner that protects the health and safety of our employees, the public and the environment.
6. To cooperate in resolving problems created by past handling and disposal of hazardous chemicals.
7. To participate with government and others in creating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.
8. To promote the principles and practices of Responsible Distribution Process<sup>SM</sup> by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.



## RDP – What Is It?

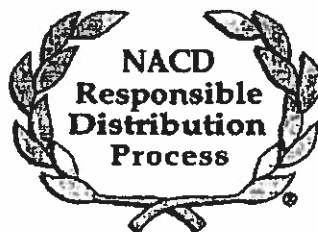
Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution Process<sup>SM</sup> (RDP), which focuses on the responsible management and distribution of chemicals.

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>	Name, address, telephone number, type of business and main activity.
<b>Administrator Information:</b>	Person with the authority and responsibility to administer the program.
<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.
<b>Training Program:</b>	Employees receive initial, refresher and ongoing training as required.
<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>Safety Award Program:</b>	Company program that encourages and rewards employees for working safely.



**Univar Solutions USA Inc.  
Safety Information**

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

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

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

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



## **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

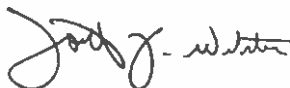
#### **TRAINING**

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,



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

**COMMON CARRIER EVALUATION**

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

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Ed Higbee', with a long horizontal stroke extending to the right.

Ed Higbee  
Director – Regulatory, Health & Safety



## Univar Solutions Policy

Equal Employment Opportunity and Affirmative Action Policy			
Number: USA-06000	Effective Date: January 1, 2020	Supersedes: June 1, 2015	Page 1 of 3

### 1. DEFINITION

- 1.1 **Equal Employment Opportunity** is an individual's freedom from discrimination on the basis of race, color, religion, creed, sex, sexual orientation, gender identity pregnancy (including childbirth, lactation and related medical conditions), age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local laws.
- 1.2 **Affirmative Action** is an employer's standard for proactively recruiting, hiring and promoting women, minorities, disabled individuals and veterans.

### 2. POLICY

- 2.1 It is the Company's policy to comply with all applicable federal, state and local laws governing nondiscrimination in employment and to ensure equal opportunity in all terms and conditions of employment or potential employment. The Company's commitment to equal opportunity employment applies to all persons involved in the Company's operations and we prohibit unlawful discrimination by any employee, including supervisors and co-workers.
- 2.2 The Company prohibits discrimination and harassment against any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, gender identity pregnancy (including childbirth, lactation and related medical conditions), age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local laws.
- 2.3 The Company has established Affirmative Action Programs under EO 11246, Section 503 of the Rehabilitation Act, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended ("VEVRAA"). The Company is committed to equal employment opportunity and engages in affirmative action measures to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.

Owner Name: VP of HR, USA	Review Period: Every 2 Years	Next Review Date: 01/01/2022
Owner Signature		

\*\*Once printed, this document may be out of date. Please be sure to check online for the most up-to-date version.  
This document is for internal purposes only and is confidential.  
Any external distribution, without Legal Department involvement, is subject to disciplinary action, up to and including, termination.

## Equal Employment Opportunity and Affirmative Action Policy

Number: USA-06000	Effective Date January 1, 2020	Supersedes: June 1, 2015	Page 2 of 3
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- 2.4 The Company will:
- 1) Recruit, hire, train and promote qualified persons in all job titles, without regard to any legally protected status;
  - 2) Ensure that employment decisions are based only valid job requirements;
  - 3) Ensure that all personnel actions and employment activities such as compensation, benefits, promotions, layoffs, Company-sponsored programs, and tuition assistance will be administered without regard to any legally protected status; and,
  - 4) provide reasonable accommodation to known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of our business or pose a direct threat to the health and safety of the individual or others.
- 2.5 Employees and applicants for employment will not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in (1) filing a complaint, (2) opposing any act or practice made unlawful by, or exercising any other right protected by, any Federal, State or local law requiring equal opportunity, including Section 503 of the Rehabilitation Act, the affirmative action provisions of VEVRAA, and Executive Order 11246 or (3) assisting or participating in an any investigation, compliance evaluation, hearing, or any other activity related to the administration of any Federal, State or local law requiring equal opportunity, including Section 503 of Rehabilitation Act, the affirmative action provisions of VEVRAA, and Executive Order 11246.
- 2.6 The Company has established an audit and reporting system which enables us to measure the effectiveness of our program, indicate any need for remedial action, determine the degree to which our objectives have been attained, determine whether protected veterans and individuals with disabilities had had the opportunity to participate in company-sponsored activities, measure our compliance with the program's specific obligations, and document actions taken to comply with these obligations. Company employees and applicants may review the non-confidential portions of the affirmative action plans during regular business hours by contacting Human Resources.
- 2.7 Individuals who have been subjected to any form of discrimination, or if they are aware of an incident of discrimination involving another individual, should provide a written or verbal report to their supervisor, another member of management, or Human Resources. The report should be specific and should include the names of the individuals involved, the names of any witnesses and any documentary evidence (e-mails, notes, etc.). The Company will conduct a thorough and objective investigation in a timely fashion and attempt to resolve the situation. The investigation will be completed and a determination made and communicated to you as soon as practical. If the Company determines that this policy has been violated, disciplinary action, up to and including immediate discharge, will be taken. Disciplinary action may be taken when an investigation reveals conduct on the part of an employee that does not rise to the level of

# Equal Employment Opportunity and Affirmative Action Policy

Number: USA-06000	Effective Date January 1, 2020	Supersedes: June 1, 2015	Page 3 of 3
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unlawful discrimination, but is nevertheless inappropriate. Appropriate action may also be taken to deter future discrimination or misconduct.

### 3 SCOPE

- 3.1 All Directors, Officers, employees, and job applicants, of Univar Solutions are subject to this Policy.

### 4. RESPONSIBILITIES

- 4.1 The Human Resources Department is responsible for enforcing this Policy.
- 4.2 The Human Resources Department, together with the Legal team, are responsible for reviewing this Policy to ensure compliance with laws, rules, and regulations.

### 5. CONTACT INFORMATION

- 5.1 All requests for equal employment opportunity information, including those from government agencies, should be directed the Human Resources Department.
- 5.2 Any questions regarding this Policy can be raised with a member of the Human Resources Department.

### 6. STATEMENT OF SUPPORT

- 6.1 As President of the US Business, I support our company's affirmative action program. I have delegated responsibility for implementing our affirmative action program to VP of Human Resources.

### 7. HISTORY OF REVISIONS

Revision Date	Section Number	Description/Modification
January 2020	All	General revision to the content of the Policy and updating to the new policy format. Provided with new policy number. (historic version are 0225)
June 1, 2015		
January 1, 2003		
July 1, 1998		New (Policy 0225)



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, May 09, 2022** 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+Hydroxide&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar&ChemicalName=Sodium+Hydroxide&)

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

Univar Solutions Canada Ltd. DBA  
Univar Canada Ltd.

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

**Facility :** Distribution Center - Dartmouth, Nova Scotia, Canada

#### Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION COMMERCIAL GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION MEMBRANE GRADE	Corrosion & Scale Control pH Adjustment	100mg/L

**Facility :** Edmonton, Alberta, Canada



**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : North Vancouver, British Columbia, Canada****Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

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

**Facility : Richmond, British Columbia, Canada**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Vanblend Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Vanblend LP 1422 (Caustic Soda 25% Solution)	Corrosion & Scale Control pH Adjustment	200mg/L

**Facility : Sturgeon County, Alberta, Canada**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/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 Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAUSTIC SODA 50%, MEMBRANE	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 50% - Diaphragm	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30% Solution	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 50% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

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

**Facility : Weston, Ontario, Canada**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAUSTIC SODA 50% COMMERCIAL GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% MEMBRANE GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control pH Adjustment	100mg/L
SODIUM HYDROXIDE 50% SOLLUTION	Corrosion & Scale Control pH Adjustment	100mg/L

**Facility : Winnipeg, Manitoba, Canada**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

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

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## Univar Solutions USA Inc.

3075 Highland Parkway  
Suite 200  
Downers Grove, IL 60515  
United States  
425-889-3679

**Facility :** Rayong Province, Thailand

### **Sodium Hydroxide**

#### **Trade Designation**

Caustic Soda Micropearls

#### **Product Function**

Corrosion & Scale Control  
pH Adjustment

#### **Max Use**

100mg/L

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## Univar Solutions USA Inc. DBA

### Univar USA Inc.

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

**Facility :** # 1 Distribution Center - Richmond, CA

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	pH Adjustment	500mg/L
Caustic Soda 13%	pH Adjustment	384mg/L
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 10%	pH Adjustment	500mg/L
Sodium Hydroxide 13%	pH Adjustment	384mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

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

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

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

**Facility : # 1 Chattanooga, TN****Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion Control	250mg/L
	pH Adjustment	

Caustic Soda 25%	pH Adjustment	200mg/L
	Corrosion & Scale Control	
Caustic Soda 50%	Corrosion Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 20%	Corrosion Control	250mg/L
	pH Adjustment	
Sodium Hydroxide 25%	pH Adjustment	200mg/L
	Corrosion & Scale Control	
Sodium Hydroxide 50%	Corrosion Control	100mg/L
	pH Adjustment	

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

**Facility : # 2 St. Louis, MO**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 30% Solution	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Caustic Soda 50% Solution	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide - 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Sodium Hydroxide 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	

**Facility : # 2 Distribution Center - Toledo, OH**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion Control	100mg/L
	pH Adjustment	

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

**Facility : Distribution Center - Glendale, AZ**

<b>Sodium Hydroxide</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	pH Adjustment	100mg/L
	Corrosion & Scale Control	
Sodium Hydroxide 50%	pH Adjustment	100mg/L
	Corrosion & Scale Control	

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

<b>Sodium Hydroxide</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

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

**Facility : North Little Rock, AR**

<b>Sodium Hydroxide</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	Sequestering	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Sodium Hydroxide 25%	Sequestering Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Sequestering Corrosion & Scale Control	100mg/L

**Facility : Distribution Center - Santa Fe Springs, CA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 32%	pH Adjustment	156mg/L

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

**Facility : Distribution Center - Wilmington, CA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 3%	pH Adjustment	1667mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 3%	pH Adjustment	1667mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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



**Facility : Fresno, CA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Redwood City, CA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 33%	pH Adjustment	152mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

**Facility : Visalia, CA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L

Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

**Facility : Denver, CO**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<i>Trade Designation</i>		
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

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

**Facility : Distribution Center - Jacksonville Contanda Terminal, FL**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<i>Trade Designation</i>		
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

Sodium Hydroxide 30%	pH Adjustment Corrosion & Scale Control	165mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L

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

**Facility : Distribution Center - Tampa, FL**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b> Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

**Facility : Tampa, FL**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b> Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Distribution Center - Brunswick, GA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 15%	pH Adjustment	333mg/L
	Corrosion & Scale Control	
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 15%	Corrosion & Scale Control	333mg/L
	pH Adjustment	
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Sodium Hydroxide 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

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

**Facility : Distribution Center - Dallas, GA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

**Facility : Distribution Center - Savannah, GA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Norcross, GA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

Sodium Hydroxide 30-49%	pH Adjustment Corrosion Control	100mg/L
Sodium Hydroxide 32%	pH Adjustment Corrosion Control	156mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion Control	100mg/L
Weak Caustic	pH Adjustment Corrosion Control	100mg/L

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

**Facility : Bedford Park, IL**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Caustic Soda 25%	pH Adjustment	200mg/L

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

**Facility : Distribution Center - Lemont, IL**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 17%	pH Adjustment	294mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L

Sodium Hydroxide 50%	pH Adjustment	100mg/L
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NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility : Distribution Center - Sauget, IL**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Distribution Center - Sergeant Bluff, IA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Kansas City, KS**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Geismar Highway 75, LA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Baltimore, MD**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L



Caustic Soda 35%	pH Adjustment Corrosion & Scale Control	143mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide 10%	pH Adjustment Corrosion & Scale Control	500mg/L
Sodium Hydroxide 15%	pH Adjustment Corrosion & Scale Control	333mg/L
Sodium Hydroxide 20%	pH Adjustment Scale Control	250mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	pH Adjustment Corrosion & Scale Control	165mg/L
Sodium Hydroxide 35%	pH Adjustment Corrosion & Scale Control	143mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L

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

**Facility : St. Paul Westway Terminal, MN**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

**Facility : St. Paul Terrace Court, MN**

**Sodium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
NaOH 25%	Corrosion & Scale Control pH Adjustment	200mg/L
NaOH 30%	Corrosion & Scale Control pH Adjustment	165mg/L
NaOH 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Distribution Center - Carteret, NJ**

**Sodium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

**Facility : Distribution Terminal - Albuquerque, NM**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Geneva, NY**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Charlotte, NC**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L
Sodium Hydroxide 32%	Corrosion Control pH Adjustment	156mg/L

Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100 mg/L
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NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility : Wilmington, NC**

<b>Sodium Hydroxide</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

**Facility : Distribution Center - Grand Forks, ND**

<b>Sodium Hydroxide</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Distribution Center - Cincinnati, OH**

<b>Sodium Hydroxide</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

## pH Adjustment

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

### Facility : Distribution Center - Walbridge, OH

#### Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

### Facility : Portland, OR

#### Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

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

### Facility : Altoona, PA

#### Sodium Hydroxide

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Bunola, PA**

**Sodium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 40%	Corrosion & Scale Control pH Adjustment	125mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

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

**Sodium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 19%	pH Adjustment	263mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

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

**Facility : Distribution Center - Philadelphia, PA**

**Sodium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 18%	pH Adjustment	277mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 18%	pH Adjustment	277mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 32%	pH Adjustment	156mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

**Facility : Middletown, PA**

**Sodium Hydroxide**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Caustic Soda 10%	Corrosion & Scale Control	500mg/L
	pH Adjustment	
Caustic Soda 20%	Corrosion & Scale Control	250mg/L

	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Caustic Soda 7%	Corrosion & Scale Control	700mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control	500mg/L
	pH Adjustment	
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Sodium Hydroxide 35%	Corrosion & Scale Control	143mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Sodium Hydroxide 7%	Corrosion & Scale Control	700mg/L
	pH Adjustment	

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

### **Facility : Providence, RI**

#### **Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10% Solution	Corrosion & Scale Control	500mg/L
	pH Adjustment	
Caustic Soda 25% Solution	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 35% Solution	Corrosion & Scale Control	143mg/L
	pH Adjustment	
Caustic Soda 50% Solution	Corrosion & Scale Control	100mg/L
	pH Adjustment	

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

### **Facility : Spartanburg, SC**



<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 20%	Corrosion Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200 mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250 mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200 mg/L
Sodium Hydroxide 30-49%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 32%	Corrosion Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100 mg/L
Weak Caustic	Corrosion Control pH Adjustment	100mg/L

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

**Facility : Chattanooga, TN**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion & Scale Control	200mg/L

Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L
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**Facility : Murfreesboro, TN**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

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

**Facility : Borger, TX**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Distribution Center - Houston, TX**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda - 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda - 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide - 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide - 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide Solution	pH Adjustment Corrosion & Scale Control	100mg/L

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

**Facility : Salt Lake City, UT**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

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

**Facility : Chester, VA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control	156mg/L

Caustic Soda 50%	pH Adjustment Corrosion Control	100mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion Control	200mg/L
Sodium Hydroxide 32%	pH Adjustment Corrosion Control	156mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion Control	100mg/L

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

**Facility : Distribution Center - Norfolk, VA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

**Facility : Distribution Center - Vancouver, WA**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<b>Trade Designation</b>		
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Distribution Center – Spokane, WA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda - 25%	pH Adjustment	200mg/L
	Corrosion & Scale Control	
Caustic Soda - 50%	pH Adjustment	100mg/L
	Corrosion & Scale Control	
Sodium Hydroxide - 25%	pH Adjustment	200mg/L
	Corrosion & Scale Control	
Sodium Hydroxide - 50%	pH Adjustment	100mg/L
	Corrosion & Scale Control	

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

**Facility : Kent, WA**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

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

**Facility : Cincinnati Dues Drive, OH**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control	500mg/L
	pH Adjustment	
Caustic Soda 12.5%	Corrosion & Scale Control	400mg/L

Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 30%	pH Adjustment Corrosion & Scale Control	165mg/L
Caustic Soda 35%	pH Adjustment Corrosion & Scale Control	143mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

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

**Facility : Dallas Bekay Street, TX**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<i>Trade Designation</i> Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

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

**Facility : Houston, TX**

<b>Sodium Hydroxide</b>	<b>Product Function</b>	<b>Max Use</b>
<i>Trade Designation</i> Caustic Soda 20%	Corrosion & Scale Control	250 mg/L

Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200 mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 20%	pH Adjustment Corrosion & Scale Control	250 mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion & Scale Control	200 mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100 mg/L

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

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

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

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

**Univar Solutions USA Inc. DBA  
Univar USA Inc.**

17425 Northeast Union Hill Road  
Redmond, WA 98052  
United States  
425-889-3400

**Facility :** # 18 USA

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Sodium Hydroxide 32%	pH Adjustment Corrosion & Scale Control	156mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L
	pH Adjustment	

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## Univar USA Inc.

17411 Northeast Union Hill Road

Redmond, WA 98052

United States

425-889-3400

**Facility : # 26 Pittsburg, CA**

### Sodium Hydroxide

#### *Trade Designation*

Caustic Soda Solution 15%

#### *Product Function*

Corrosion & Scale Control

#### *Max Use*

333mg/L

pH Adjustment

Caustic Soda Solution 20%

Corrosion & Scale Control

250mg/L

pH Adjustment

Caustic Soda Solution 25%

Corrosion & Scale Control

200mg/L

pH Adjustment

Caustic Soda Solution 30%

Corrosion & Scale Control

166mg/L

pH Adjustment

Caustic Soda Solution 50%

Corrosion & Scale Control

100mg/L

pH Adjustment

Sodium Hydroxide 15%

Corrosion & Scale Control

333mg/L

pH Adjustment

Sodium Hydroxide 20%

Corrosion & Scale Control

250mg/L

pH Adjustment

Sodium Hydroxide 25%

Corrosion & Scale Control

200mg/L

pH Adjustment

Sodium Hydroxide 30%

Corrosion & Scale Control

166mg/L

pH Adjustment

Sodium Hydroxide 50%

Corrosion & Scale Control

100mg/L

pH Adjustment

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Number of matching Manufacturers is 5

Number of matching Products is 439



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CERTIFICATE OF ANALYSIS



Univar Solutions  
525 Seaport Blvd.  
Redwood City, CA 94063  
PH: 650-363-1661  
FAX 650-261-2020  
[www.univarsolutions.com](http://www.univarsolutions.com)

TEDA – Tuolumne Economine  
19501 Mi Wu St.  
Tuolumne, CA 95379  
PO#: NW157933

DATE: 01/05/2022

PRODUCT: Caustic Soda 25%

PRODUCT GRADE: Diaphram

UNIVAR SOLUTIONS MATERIAL CODE: 16147888

UNIVAR SOLUTIONS BATCH NUMBER: 0840M00012

UNIVAR SOLUTIONS SALES ORDER NUMBER: 12456700

<u>TEST</u>	<u>RESULTS</u>	<u>SPECIFICATIONS</u>
Assay, NaOH	25.09%	24.0%-26.0%
Specific Gravity @20.0°C	1.278	1.263-1.285
pH	13.57	12.0-14.0
Visual	Pass	Clear/Clean Free of suspended particles

Univar Solutions

Theodore Siquijor

Lab Technician

**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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Page 1

**Safety Data Sheet**  
**CAUSTIC SODA 25%**

Version 1.5

Revision Date: 12/30/2021

**SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**

**Product name** : CAUSTIC SODA 25%

**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**

Corrosive to metals : Category 1

Skin corrosion : Category 1A

Serious eye damage : Category 1

**GHS label elements**

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.  
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**  
P234 Keep only in original container.  
P264 Wash skin thoroughly after handling.  
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

**Response:**  
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.  
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.  
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor.

## Safety Data Sheet

### CAUSTIC SODA 25%

Version 1.5

Revision Date: 12/30/2021

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

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

**Storage:**

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

**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
1310-73-2	Sodium hydroxide	20 - 30

Actual concentration is withheld as a trade secret

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

**Synonyms** : Sodium Hydroxide,

### 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.

**Safety Data Sheet**  
**CAUSTIC SODA 25%**

Version 1.5

Revision Date: 12/30/2021

- 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.

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**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 : No hazardous combustion products are known
- 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.

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**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 : Neutralise with acid.  
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).  
Keep in suitable, closed containers for disposal.

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**SECTION 7. HANDLING AND STORAGE**

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.  
Avoid contact with skin and eyes.  
For personal protection see section 8.  
Smoking, eating and drinking should be prohibited in the application area.

# Safety Data Sheet

## CAUSTIC SODA 25%

Version 1.5

Revision Date: 12/30/2021

Conditions for safe storage : To avoid spills during handling keep bottle on a metal tray. Dispose of rinse water in accordance with local and national regulations.  
 : 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
1310-73-2	Sodium hydroxide	C	2 mg/m <sup>3</sup>	ACGIH
		C	2 mg/m <sup>3</sup>	NIOSH REL
		TWA	2 mg/m <sup>3</sup>	OSHA Z-1
		C	2 mg/m <sup>3</sup>	OSHA P0
		C	2 mg/m <sup>3</sup>	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

**Safety Data Sheet**  
**CAUSTIC SODA 25%**

Version 1.5

Revision Date: 12/30/2021

Appearance	: liquid
Colour	: colorless
Odour	: odorless
Odour Threshold	: No data available
pH	: 14 @ 20 - 25 °C (68 - 77 °F)
Freezing Point	: No data available
Boiling Point	: No data available
Flash point	: > 93 °C (> 199 °F) No data available
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	: 1.27 - 1.28 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	: No data available
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	: No data available
Incompatible materials	: Acids Halogenated compounds Metals organic nitro compounds Zinc

**SECTION 11. TOXICOLOGICAL INFORMATION****Acute toxicity****Components:****1310-73-2:**

**Safety Data Sheet**  
**CAUSTIC SODA 25%**

Version 1.5

Revision Date: 12/30/2021

Acute oral toxicity : LD50 (Rabbit): 325 mg/kg

**Skin corrosion/irritation****Components:****1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

**Serious eye damage/eye irritation****Components:****1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

**Carcinogenicity****IARC**

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

**OSHA**

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

**NTP**

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

**Further information****Product:**

Remarks: No data available

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**SECTION 12. ECOLOGICAL INFORMATION****Ecotoxicity**

No data available

**Persistence and degradability**

No data available

**Bioaccumulative potential**

No data available

**Mobility in soil**

No data available



**Safety Data Sheet**  
**CAUSTIC SODA 25%**

Version 1.5

Revision Date: 12/30/2021

**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 : No data available

**SECTION 13. DISPOSAL CONSIDERATIONS**

**Disposal methods**

Waste from residues : Do not dispose of waste into sewer.  
 Do not contaminate ponds, waterways or ditches with chemical or used container.  
 Send to a licensed waste management company.  
 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):**  
 UN1824, Sodium hydroxide solution, 8, II

**IATA (International Air Transport Association):**  
 UN1824, Sodium hydroxide solution, 8, II

**IMDG (International Maritime Dangerous Goods):**  
 UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point:> 93 °C(> 199 °F)

**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 hydroxide	1310-73-2	1000	3921

**SARA 304 Extremely Hazardous Substances Reportable Quantity**

# Safety Data Sheet

## CAUSTIC SODA 25%

Version 1.5

Revision Date: 12/30/2021

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

**SARA 311/312 Hazards** : Corrosive to metals  
Skin corrosion or irritation  
Serious eye damage or eye irritation

**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).

### Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

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

### Massachusetts Right To Know

1310-73-2 Sodium hydroxide

### Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

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

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

TSCA : On the inventory, or in compliance with the inventory

DSL : On the inventory, or in compliance with the inventory

AICS : On the inventory, or in compliance with the inventory

NZIoC : On the inventory, or in compliance with the inventory

ENCS : Not 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

# Safety Data Sheet

## CAUSTIC SODA 25%

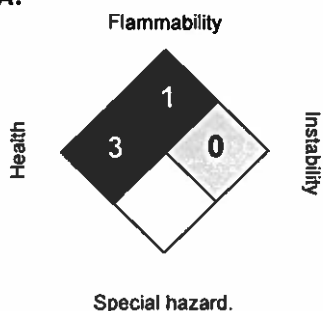
Version 1.5

Revision Date: 12/30/2021

IECSC : On the inventory, or in compliance with the inventory

### SECTION 16. OTHER INFORMATION

#### NFPA:



#### HMIS III:

HEALTH	3
FLAMMABILITY	1
PHYSICAL HAZARD	0

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

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

Revision Date : 12/30/2021

#### Material number:

16163721, 16162553, 16147855, 16151729, 16147016, 16002081, 16002153, 16163814, 16181444, 16185708, 16185366, 16178437, 16176600, 16176259, 16175654, 16175444, 16175415, 16174721, 16176744, 16170086, 16169860, 16169683, 16168188, 16168798, 16146335, 16146334, 16143884, 16145401, 16145323, 16145278, 16145243, 16145242, 16125921, 16116103, 16113730, 755848, 650799, 546389, 70561, 53072, 574261, 53570, 16150734, 16149350, 16149457, 16144981, 16145777, 16147137, 16163653, 102698, 16160832, 16137556, 16137474, 16137324, 16152197, 16158393, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724, 16144461, 16148802, 16152705, 16145049, 16136108, 16135793, 16135298, 16143511, 16143409, 16143472, 16143461, 16143389, 16142429, 16140693, 16140424, 16142307, 16142009, 16141867, 16140353, 16141665, 16140968, 16142282, 16140375, 16140289, 16140979, 16141187, 16145400, 16145399, 16140956

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

## Safety Data Sheet

### CAUSTIC SODA 25%

Version 1.5

Revision Date: 12/30/2021

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/27/2021

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): 800-363-0105
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	<b>INSURER A:</b> Illinois Union Insurance Company		27960
	<b>INSURER B:</b> ACE American Insurance Company		22667
	<b>INSURER C:</b> Indemnity Insurance Co of North America		43575
	<b>INSURER D:</b> ACE Fire Underwriters Insurance Co.		20702
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 570087460053**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		XSLG72479634 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25547998 Commercial Auto	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION		XCEG27380566008 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLRC67821464 AOS WLRC67821427 MA	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Site Liab		PPLG71507944001 Claims Made Form SIR applies per policy terms & conditions	03/31/2019	06/01/2022	Aggregate \$16,000,000 Ea Condition \$10,000,000 SIR \$1,000,000

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

### CERTIFICATE HOLDER

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

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570087460053



# ADDITIONAL REMARKS SCHEDULE

AGENCY AON Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570087460053			
CARRIER See Certificate Number: 570087460053	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				MMT H25548036 Truckers Liability	06/01/2021	06/01/2022	Combined Single Limit	\$5,000,000
	WORKERS COMPENSATION							
D		N/A		SCFC67821506 WI	06/01/2021	06/01/2022		
B		N/A		WCUC67821385 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2021	06/01/2022		
	OTHER							
	<input checked="" type="checkbox"/> Claims made							

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Caustic Soda 25% Solutions ITB10089899-22-J

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**B. BIDDER/PROPOSER INFORMATION:**

Univar Solutions USA Inc.

Legal Name	2600 S Garfield Ave		Commerce	DBA	CA	90040
Street Address	Jenifer Perras, Municipal Specialist	253-872-5040	City	State	253-872-5041	Zip
Contact Person, Title		Phone		Fax		

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jennifer Perras	Municipal Specialist
Name Kent, WA	Title/Position
City and State of Residence Bid Specialist I have to set up win or loss	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Jack Kenney	Manager of Focused Water Sellers
Name Los Angeles, CA	Title/Position
City and State of Residence Manager over area	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Elio Limonchi	Local Sales Rep.
Name San Diego, CA	Title/Position
City and State of Residence Sales Rep. in the area	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Mel Zolina	Mini Bulk Sales Rep.
Name San Diego, CA	Title/Position
City and State of Residence Mini bulkd sales rep. in area	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	



Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 9/2019 State of incorporation: Illinois

List corporation's current officers:

President:	<u>David Jukes</u>
Vice Pres:	<u>Joe Stanaway- Regional Vice President</u>
Secretary:	<u>Noelle Perkins</u>
Treasurer:	<u>Joseph Rodemeyer</u>

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California  Yes       No

If **Yes**, after what date: Since 1984

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? NASDAQ

If Yes, list the name, title and address of those who own ten percent (10%) or more of the corporation's stocks:

Univar USA Inc. ; Nexio Solutions LLC  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes  No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes  No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: \_\_\_\_\_

Address: 4th & Madison, 800 5th Ave, Floor 23, Seattle, WA 98104

Phone Number: 206-358-6613

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2009034698 Year Issued: 2022

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: See attached 2 pages

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

T 253-872-5000  
F 253-572-5041  
www.univarusa.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) or David Agam- [dagam@sflower.org](mailto:dagam@sflower.org)  
Phone: 415-554-4564 | Cell: 415-867-6469

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

2. East Bay Mud  
PO Box  
Oakland, CA 946231

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

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

3. City of Riverside  
WTP  
San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist  
Phone 951-826-5562

Supply and Delivery of Sodium Hypochlorite servicing for the past 2 years.

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

Contact: Jennifer Dymment-[jdymment@bacwa.org](mailto:jdymment@bacwa.org)

[addressee]  
[date]  
[page #]

Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing for the past 6 years.

5. City of Los Angeles  
Los Angeles, CA

Contact: Katherin Quinn- [Katherine.Quinn@lacity.org](mailto:Katherine.Quinn@lacity.org)

Phone: 310-648-5665

Supply and Delivery of Sodium Hypochlorite for the past 4 years

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

Contact: Martha Mendez

Phone: (562) 908-4288 ext. 1423

For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50% and Calcium Hydroxide 45%, have been servicing for 6 years

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

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

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

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?  
 Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?  
 Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?  
 Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?  
 Yes  No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?  
 Yes  No
2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?  
 Yes  No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:  
a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_  
b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_  
c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?  Yes  No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.



**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 5/2020.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Juanita M. Perras                      [Signature]                      5/9/2022  
Name and Title                      Signature                      Date  
Municipal Specialist

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Name changed from Univar USA Inc. in 9/2019 to Univar Solutions USA Inc., due to Univar buying Nexio Solutions.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Janifer M Perros      [Signature]      5/9/2022  
Print Name, Title      Signature      Date  
Municipal  
Specialist

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

**I. City's Equal Opportunity Contracting Commitment.**

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

**II. Definitions.**

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran: Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principle Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

**III. Disclosure of Discrimination Complaints.**

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

**IV. Workforce Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

**V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
  - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
  - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

**VI. Maintaining Participation Levels.**

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

**VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.



Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Univar Solutions USA Inc.

Certified By Jeanifer M Perros  
Name

Title Municipal Specialist

[Signature]  
Signature

Date 5/9/2022

**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
1200 Third Avenue, Suite 200 · San Diego, CA 92101  
Phone: (619) 236-6000 · Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Univar Solutions USA Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 3075 Highland Parkway, Suite 200

City: Downers Grove County: \_\_\_\_\_ State: IL Zip: 60515-5560

Telephone Number: 253-872-85040 Fax Number: \_\_\_\_\_

Name of Company CEO: David Jukes

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A Nothing in San Diego County, we have branched in Commerce and Santa Fe Spring, CA

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Chemical Distributor Type of License: \_\_\_\_\_

The Company has appointed: Deb Cole-Zoladz

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: Downers Grove, IL

Telephone Number: 312-777-6171 Fax Number: \_\_\_\_\_ Email: deb.cole\_zoladz@univarsolutions.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Univar Solutions USA Inc.  
(Firm Name)

King, WA hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 9th day of May, 2022

  
(Authorized Signature)

Jennifer M. Perras  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Univar Solutions USA Inc.

DATE: 5/9/2022

OFFICE(S) or BRANCH(ES): Santa Fe Spring & Commerce

COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1			4	1	1				20	3		
Professional		1			6	1					2	2		
A&E, Science, Computer														
Technical			4		1						1	2		
Sales			7		1	1					12	3		
Administrative Support			8	9		1					5	14		
Services														
Crafts			3								1			
Operative Workers	5		70		1						36			
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	6	2	92	9	13	4	1				77	24		
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<b>Grand Total All Employees</b>	<b>228.00</b>
----------------------------------	---------------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

**\_\_\_\_\_**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### **HISTORY**

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### **WORK FORCE & BRANCH WORK FORCE REPORTS**

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### **MANAGING OFFICE WORK FORCE**

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### **TYPES OF WORK FORCE REPORTS:**

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### **RACE/ETHNICITY CATEGORIES**

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades



**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**



THE CITY OF SAN DIEGO  
MEMORANDUM

DATE: July 19, 2022  
TO: Claudia C. Abarca, Director, Purchasing & Contracting  
FROM: Janet Polite, Senior Procurement Contracting Officer  
SUBJECT: Intent to Award Approval for Invitation to Bid (ITB) No. 10089899-22-J, Caustic Soda 25% in Solution for Public Utilities Department

The Public Utilities Department received two (2) bids in response to the referenced ITB. One (1) bid was deemed responsive, therefore evaluated. After a comprehensive evaluation, PUD has determined that Univar Solutions USA Inc. is the apparent successful bidder, representing the lowest responsible and reliable bid.

Rank	Bidder	Award Total
1	Univar Solutions USA Inc.	\$143,176

Your approval is requested on this memo to issue the Intent to Award letter.

The following documents are attached and tabbed to support this determination:

1. DCA Email Approval of Bid
2. Original Bid
3. Bid Tabulation Summary
4. Department Recommendation
5. EOC Evaluation
6. Debarment
7. Protest Query

Please let me know if any additional information is required.

Regards,


Janet Polite  
Senior Procurement Contracting Officer

Approved By: \_\_\_\_\_

Date: July 20, 2022



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## Entity Registration

### Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs

Exclusions

Responsibility / Qualification

## UNIVAR USA INC.

Unique Entity ID  
**MM5GYEVJ3M93**

CAGE/NCAGE

**OSTM5**

*Registration Status*

*Expiration Date*

Active Registration

Dec 15, 2022

Purpose of Registration

**All Awards**

Physical Address

**3075 Highland PKWY STE 200  
Downers Grove, Illinois  
60515-5560, United States**

Mailing Address

**PO Box 34325  
Seattle, Washington  
98124-1325, United States**

## Version

Current Record

## BUSINESS INFORMATION

Doing Business As

**Univar**

URL

<https://www.univar.com/us>

State / Country of Incorporation

## Washington, United States

Division Name  
**(blank)**

Division Number  
**(blank)**

Congressional District  
**Illinois 06**

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### Registration Dates

Activation Date  
**Nov 17, 2021**

Submission Date  
**Nov 15, 2021**

Initial Registration Date  
**Aug 13, 2001**

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### Entity Dates

Entity Start Date  
**Jan 1, 1986**

Fiscal Year End Close Date  
**Dec 31**

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### Immediate Owner

CAGE  
**(blank)**

Legal Business Name  
(blank)

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### Highest Level Owner

CAGE  
(blank)

Legal Business Name  
(blank)

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### Executive Compensation

**Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.**

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### Proceedings Questions

**Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.**

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## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## ENTITY TYPES

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## Business Types

Entity Structure

**Corporate Entity (Not Tax Exempt)**

Organization Factors

**(blank)**

Entity Type

**Business or Organization**

Profit Structure

**For Profit Organization**

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## Socio-Economic Types

**Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.**

## FINANCIAL INFORMATION

Accepts Credit Card Payments

**Yes**

Debt Subject To Offset ([What is this?](#))

**No**

## Account Details

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EFT Indicator

**0000**

CAGE Code

**OSTM5**

# POINTS OF CONTACT

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## Electronic Business

 **Mary Matthews**

**3075 Highland Parkway  
Suite 200  
Downers Grove, Illinois 60515-5560  
United States**

Notes

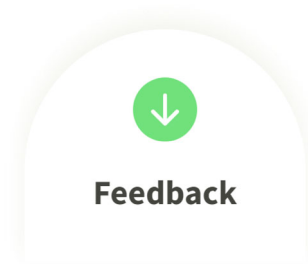
**Management of updating records will be assigned to our credit dept immediately as of 8/18/20.**

---

## Government Business

 **Mary Matthews**

**3075 Highland Parkway  
Suite 200  
Downers Grove, Illinois 60515-5560  
United States**



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## DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

**As part of your due diligence, we suggest that you also check:**

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
<p><b>MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA,</b></p> <p>CSLB License Number: 612429</p>	<p><b>September 27, 2021 through September 26, 2022</b></p> <p><a href="#">Decision LB 6333</a></p>
<p><b>GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.;</b></p> <p><b>GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON</b></p> <p>CSLB License Number: 291013 and 84801</p>	<p><b>5/21/2021 through 5/20/2024</b></p> <p><a href="#">Decision LB 6629</a></p>
<p><b>Avi Shechter, Individually DBA Avi Shechter</b></p> <p>CSLB Number: 908891 and 1018353</p>	<p><b>5/6/2019 through 5/5/2022</b></p> <p><a href="#">Decision LB 6328</a></p>

<p><b>Patrick Kim, Individually DBA Ritecon Plumbing</b></p>	<p><b>8/21/2018 through 8/20/2019</b> <u>Decision LB 6762</u></p>
<p>CSLB Number: 991018</p>	
<p><b>Bighorn Construction, Inc.</b></p>	<p><b>5/5/2018 through 5/4/2021</b> <u>Decision LB 6658</u></p>
<p>CSLB Number: 597866</p>	
<p><b>Doug Parks, Individually dba Doug Parks and Son Plumbing</b></p>	<p><b>10/11/2017 through 10/10/2019</b> <u>Decision SC 5807</u></p>
<p>CSLB Number: 411825</p>	
<p><b>Worthington Construction, Inc.;</b> <b>Dale Worthington, an individual and CEO/RMO of</b> <b>Worthington Construction, Inc.; and,</b> <b>Holi Jeanne Worthington, an individual and Officer of</b> <b>Worthington Construction</b></p>	<p><b>6/15/2018 through 9/16/2019</b> <u>Decision LB 5267</u></p>
<p>CSLB Number: 714836</p>	
<p><b>RMV Construction, Inc., A California Corporation; and</b> <b>Robert</b> <b>Michael Vasil II a.k.a. Robert Michael Vasil a.k.a.</b> <b>Mike Vasil, an Individual and CEO/RMO President of</b> <b>RMV</b> <b>Construction, Inc.</b></p>	<p><b>4/1/2017 through 8/18/2018</b> <u>Decision LB 5266</u></p>
<p>CSLB Number: 892389</p>	
<p><b>Gewargis Youkhanis Narso, an individual dba</b> <b>GEHVAC and Technologies, a sole proprietorship,</b> <b>And GEHVAC Co., a sole proprietorship</b></p>	<p><b>2/1/2017 through 1/31/2020</b> <u>Decision 40-48480-516</u></p>
<p>CSLB Number: 899312 and 1013848</p>	

<b>Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO</b>  CSLB Number: 849169	<b>4/3/2018 through 10/3/2019</b> <u>Decision SC 6390</u>
<b>Dave Cook Concrete Construction, Inc., and David William Cook</b> 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189  CSLB Number: 461897	<b>3/1/2017 through 2/29/2020</b> <u>Decision LB 6207</u>
<b>Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual</b> P.O. Box 16599 Beverly Hills, CA 90209-2599  CSLB Number: 827829	<b>05/12/17 through 05/11/20</b> <u>Decision SC 5517</u>
<b>Evans Roofing Co., Inc.</b> 2020 South Yale Street Santa Ana, CA 92706  CSLB Number: 610549	<b>10/31/16 through 10/30/19</b> <u>Decision LB 6270</u>
<b>Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing</b> Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812  2K Roofing 820 Kuenzli Street	<b>05/14/17 through 05/13/20</b> <u>Decision SC 6037</u>

Reno, NV 89502  
 CSLB Number: 954551

**Del Norte Construction, And Trinidad Manuel Canales,  
 an Individual**

PO Box 5101  
 Oxnard, CA 93030

5020 Wooley Rd.  
 Oxnard, CA 93030

CSLB Number: #945723

**6/01/16 through 5/31/17**  
Decision LB 5533

**Diversified Building & Electric Company, Inc.**

409 Tennant Station  
 Morgan Hill, CA 95037

**Denis Andrew Maris, Individually and Doing Business as  
 Diversified Electric Company**

CSLB Number: #765312

**2/15/16 through 8/15/17**  
Decision SC 5714

**Fast Demolition, Inc.**

601-C East Palomar Street #123  
 Chula Vista, CA 91911  
 CSLB Number: #792729

**Rogelio Medina Vazquez., an individual and in his  
 capacity as Responsible Managing Officer of FAST  
 DEMOLITION, INC.**

**4/1/44 through 3/31/47**  
Decision LB5742

**4/1/41 through 3/31/44**  
Decision LB5665

**4/1/36 through 3/31/39**  
Decision LB5740

**4/1/33 through 3/31/37**  
Decision LB5651

**4/1/33 through 3/31/37**  
Decision LB5739

**4/1/24 through 3/31/27**  
Decision LB5741

**4/1/30 through 3/31/33**Decision LB5743**4/1/27 through 3/31/30**Decision LB5666**4/1/21 through 3/31/24**Decision LB5667**4/1/18 through 3/31/21**Decision LB5668**4/01/15 through 3/31/18**Decision LB5345

**Amerivet Plumbing, Inc.; Walter Edward Jacob  
Kuhlmann III, Individually And dba Amerivet Plumbing  
Services**

CSLB Number: #969048 and #919761

**8/6/15 through 8/5/18**Decision SC 5756

**Ultimate Inc., And, Enrique Vera, an Individual**

PO Box 571117

Tarzana, CA 91356-1117

CSLB Number: #949229

**12/1/15 through 11/30/18**Decision LB 5655 & LBS659

**Travioli Construction, Inc.**

PO Box 231

Visalia, CA 93274

CSLB Number: #936832

**9/11/15 through 3/10/17**Decision SC 5800

**Integrity Sheet Metal, Inc.**

319 McArthur Way

Upland, CA 91786

CSLB #726770

**2/01/15 through 1/31/18**Decision LB 5596

**William Ben Hicks, an individual;  
Margaret Mary Hicks, an individual**

<p><b>L A Builders, Inc., a California Corporation</b>  15635 Saticoy Street, #H  Van Nuys, CA 91406  CSLB #748591</p> <p><b>Alon Gamliel, an individual</b></p>	<p><b>2/01/15 through 1/31/18</b>  <u>Decision LB5 171</u></p>
<p><b>USA Wall Systems, Inc.</b>  8309 Sunshine Lane  Riverside, CA 92508  CSLB #929610</p> <p><b>Edward Eugene Brammer, an individual</b>  and in his capacity as President/CEO/RMO</p>	<p><b>4/01/15 through 3/31/18</b>  <u>Decision LB 5323</u></p>
<p><b>Daughter Construction</b>  <b>formerly dba Hy Carpentry Construction</b>  15407 Thornlake Avenue  Norwalk, CA 90650  CSLB #979297</p> <p><b>Sharon Jin Yoo, an individual;</b>  <b>Dae Hyun Yoo, an individual</b>  and in his capacity as manager/supervisor for Sharon Jin  Yoo and in his capacity as General Partner for HY  Construction, a General Partnership.</p>	<p><b>4/01/15 through 3/31/18</b>  <u>Decision LB 5466, LB5467, LB5468 &amp;</u>  <u>LB5520</u></p>
<p><b>RDA Construction, Inc.</b>  1692 W. Bullard Ave.,  Fresno, CA 93711  CSLB# 383306</p>	<p><b>12/15/14 through 12/14/16</b>  <u>Decision 40-40508-522 &amp; 44-40509-</u>  <u>522</u></p>
<p><b>Titan Electrical Construction, Inc.</b>  Lucas Oliver Stickney, an individual  Jamie Noel Furr, an individual  630 Natoma Street</p>	<p><b>11/3/14 through 11/2/17</b>  <u>Decision SC 5539</u></p>

San Francisco, CA 94103  
CSLB# 919516

**Ramos Painting**

Carlos Ray Ramos, an individual  
P.O. Box 3871  
Paso Robles, CA 93447  
CSLB# 753575

**11/3/14 through 11/2/15**Decision SC 5518**Dick Emard Electric.**

dba Emard Electric Luke Richard Emard, an individual  
and RMO  
5930 Key Court, Suite A  
Loomis, CA 95650  
CSLB# 794007

**11/3/14 thorough 11/2/17**Decision SC 5521**Nixon Electric**

Gordon Fulton Nixon, an individual  
5624 Faust Ave.  
Woodland Hills, CA 91367  
CSLB# 796802

**8/1/14 through 7/31/17**Decision LB 4495**Neris General Contractors, a California Corporation**

Efren Neri, an individual  
Servando Neri, an individual  
Rebeca Neri, an individual  
Luis Abelardo Castro, an individual  
6087 California Ave.  
Long Beach, CA 90805  
CSLB# 797967

**2/28/14 through 2/27/17**Decision LB 4511, LB4512 &  
LB4521**Southland Construction**

Reza Mohammedi, an individual  
3943 Irvine Blvd., #405, Irvine, CA 92602  
CSLB# 663784 (expired)

**10/14/14 through 10/13/17**Decision SAC 5492



<p><b>National Drywall Corporation, A Dissolved California Corporation</b> 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335</p> <p><b>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</b></p> <p><b>Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</b></p>	<p><b>8/4/14 through 8/3/17</b> <u>Decision SAC 5506</u></p>
<p><b>Tadros &amp; Youssef Construction, Inc. Kamel Shaker Tadros &amp; Makram Youssef Youssef, Individually</b> 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)</p>	<p><b>5/10/14 through 5/9/17</b> <u>Decision SAC 5308</u></p>
<p><b>Serenity Fire Protection</b> 417 S. Associated Road, Brea, CA 92821 CSLB# 902927</p>	<p><b>5/1/14 through 4/30/17</b> <u>Decision LB 4202</u></p>
<p><b>Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual</b> 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</p>	<p><b>3/25/14 through 3/24/17</b> <u>Decision LB 4484</u></p>
<p><b>Aldan, Inc.</b> P.O. Box 9428, Brea, CA 92822 CSLB #949229</p>	<p><b>2/28/14 through 2/27/17</b> <u>Decision LB5175</u></p>
<p><b>Russell/Thompson, Inc.</b></p>	<p><b>10/31/13 through 10/31/16</b></p>

**James Jean Russell & Valery Alena Thompson,  
Individually**

Decision SC 5309

4684 Oak Glen Dr., Redding, CA 96001

CSLB# 915036 (revoked)

**Ayodejia A. Ogundare, Individual  
Dba Pacific Engineering Company**

**5/15/2013 through 5/15/2014**

Decision SAC 1039

6310 Stewart Way, Bakersfield, CA 93308

CLSB#710322

**Wallcrete Industries, Inc.; Garit David  
Wallace and Amber Anderson, Individuals**

**7/29/12 through 7/28/15**

Decision SAC 5175

400 Kansas, Redlands, CA 92373

CSLB#834220

**FEI Enterprises, Inc  
Gabriel Fedida, Individual**

**6/14/12 through 6/13/15**

Decision SC 5198

5749 Venice Blvd., Los Angeles, CA 90019

CSLB#659252

**Jeffrey Alan Mott and Michelle Mott, individuals  
Dda Integrity Landscape**

**3/29/12 through 3/28/15**

Decision SC 5160

3756 Independence Avenue

Sanger, CA 93637

CSLB#774222

**Jensen Drywall & Stucco**

**3/31/11 through 3/30/13**

Decision SC 5095

**Jeffrey E. Jensen**

3714 Lynda Place

National City, CA 91950-8121

CSB # 664168 Exp. 2/18/11 (expired)

<p><b>All West Construction, Inc.</b> <b>Donald Kent Russell</b> 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)</p>	<p><b>3/31/11 through 3/30/13</b> <u>Decision se 5013</u></p>
<p><b>Country Builders, Inc.</b> <b>Weldon Offill, individually</b> 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)</p>	<p><b>3/1/11 through 2/28/14</b> <u>Decision SC 5053</u> <u>Addendum SC 5053</u></p>
<p><b>Sutter Foam &amp; Coating, Inc.</b> 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)</p> <p><b>David Alvin Trexler, an individual</b> 909 A. George Washington Yuba City, CA 95993</p> <p><b>Kenneth A. Trexler, an individual</b> 2603 Lago Lane Marysville, CA 95901</p>	<p><b>7/1/10 through 6/30/13</b> <u>Decision SAC 5012</u></p>
<p><b>Soo Dong Kim, an individual,</b> <b>dba Soo Kim Electric Company</b> 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p><b>Hyo Nam Jung, an individual,</b> <b>dba Lucid Electric</b> 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10</p>	<p><b>4/19/10 through 4/18/13</b> <u>Decision SAC 1064</u></p>

<p><b>Southwest Grading, dba Southwest Grading Services, Inc.,</b> 22031 Waite Street Wildomar, CA 92595</p>	<p><b>3/18/10 through 3/17/13</b> <u>Decision SAC 1058</u></p>
<p><b>David Walter Cholewinski, an individual</b> 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10</p>	
<p><b>S.J. Cimino Electric, Inc., a California corporation,</b> 3267 Dutton Ave. Santa Rosa, CA 95404 <b>Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual</b> 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)</p>	<p><b>10/15/09 through 10/14/12</b> <u>Decision SAC 1052</u></p>
<p><b>Cedar Development Corporation Serghon Gabriel Afram, individually</b> 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)</p>	<p><b>8/5/09 through 8/4/12</b> <u>Decision SAC 1042</u></p>
<p><b>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually</b> 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09</p>	<p><b>5/14/09 through 5/13/12</b> <u>Decision SAC 1040</u></p>

**1-AMD Construction, Inc.**  
**Alberto Mordoki, individually**  
**Mirella Mordoki, individually**  
5300 Beach Blvd., Suite 110-416  
Buena Park, CA 90621  
CSB #787533, revoked

**3/16/09 through 3/15/12**

Decision SAC1037

*Updated: May 2021*





**Department of General Services  
Procurement Division**

707 Third Street, Second Floor, West Sacramento, CA 95605  
(916) 375-4400 (800) 559-5529

**List Date: August 5, 2020**

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**Entities Prohibited from Contracting with Public Entities in California per the  
Iranian Contracting Act, 2010**

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1. China National Petroleum Corporation
  2. China Oilfield Services Limited
  3. Indian Oil Corporation Ltd.
  4. Oil and Natural Gas Corporation
  5. Oil India Limited
  6. ONGC Videsh Ltd.
  7. Petrofield
  8. Petróleos de Venezuela, S.A
  9. Sinopec
  10. SKS Ventures
- 

If you have any questions regarding this notification, please contact:

Office of Policies, Procedures, and Legislation

[PPO@dgs.ca.gov](mailto:PPO@dgs.ca.gov)



List of Debarred Persons per SDMC §22.0813

Name	Last Known Address	Contractors License Number	Commencement Date	Expiration Date	Reference
J. L. Kreuger Landscape Services	Murrieta, CA	460964	May 15, 2012	Permanent	R-307446
Jerry L. Kreuger	Murrieta, CA	460964	May 15, 2012	Permanent	R-307446
J.G. Pipeline Inc.	P.O. Box 1089, National City, CA 91951	782984	July 24, 2001	Permanent	R-295216
Richard Bruce Andrade	Laguna Hills, CA	724820, 38788, 611356, 490285, 499319, and 782984	July 24, 2001	Permanent	R-295216
Jaime Parraga	National City, CA	No license information available from CSLB	July 24, 2001	Permanent	R-295216
Judy Ng Go	Harbor City, CA and San Pedro, CA	782984	July 24, 2001	Permanent	R-295216
James (Jim) Craig Jackson	P.O. Box 1747, Brea, CA 92822	611356, 848401, and 808250	July 24, 2001	Permanent	R-295216
George Rogers Frost	P.O. Box 1747, Brea, CA 92822	611356, 291013, and 314110	July 24, 2001	Permanent	R-295216
Southern California Underground	P.O. Box 1747, Brea, CA 92822; Compton CA; and San Diego, CA	611356	May 29, 2001	Permanent <sup>1</sup>	R-294947 & R-299276
James (Jim) Craig Jackson	P.O. Box 1747, Brea, CA 92822	611356, 848401, and 808250	May 29, 2001	Permanent <sup>1</sup>	R-294947 & R-299276
George Rogers Frost	P.O. Box 1747, Brea, CA 92822	611356, 291013, and 314110	May 29, 2001	Permanent <sup>1</sup>	R-294947 & R-299276
Mingus Construction, Inc.	P.O. Box 1999, Cottonwood, Arizona 86236	452611	February 2, 1998	Permanent	R-289704

Footnote:

<sup>1</sup>The Permanent Debarment was upheld by the Appellate Court, see *Southern California Underground Contractors v City of San Diego*, 108 Cal.App.4th 533 (2003).







List of Suspended Persons per SDMC §22.0813(a)

Name	Last Known Address	Contractor's License Number	Commencement Date	Expiration Date	Reference
None					



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570093370669**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG47304775 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10699058 Commercial Auto	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XCEG27380566009 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE	\$7,000,000
							AGGREGATE	\$7,000,000
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR70303085 AOS WLR70303048 MA	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					06/01/2022	06/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Env Site Liab			PPLG71507944002 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2022	06/01/2025	Aggregate	\$16,000,000
							Ea Condition	\$1,000,000
							SIR	\$1,000,000

Certificate No : 570093370669

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

Re: Job Description: All operations. The City of San Diego is included as Additional Insured under General Liability and Automobile Liability with respect to written contract. The insured is self-insured for physical damage to their vehicles. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the insured under said contract, with respect to the workers compensation policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of San Diego Attn: Karan Wolff, C.P.M. Purchasing & Contracting Department 1200 Third Ave., Suite 200 San Diego CA 92101 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570093370669			
CARRIER See Certificate Number: 570093370669	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

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

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

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

## SIGNATURES

Named Insured Univar Solutions Inc.			Endorsement Number 3
Policy Symbol XSL	Policy Number G47304775	Policy Period 06/01/2022 TO 06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



JULIET SCHWEIDEL, Secretary



JOHN J. LUPICA, President

Authorized Representative

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured Univar Solutions Inc.			Endorsement Number 46
Policy Symbol XSL	Policy Number G47304775	Policy Period 06/01/2022 to 06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**Schedule**

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

---

Authorized Representative

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Named Insured Univar Solutions Inc.			Endorsement Number 67
Policy Symbol XSL	Policy Number G47304775	Policy Period 06/01/2022 to 06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY****SCHEDULE****Name of Person or Organization:**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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 Authorized Agent

## ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Univar Solutions Inc.			Endorsement Number 22
Policy Symbol XSL	Policy Number G47304775	Policy Period 06/01/2022 to 06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

#### **EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the “occurrence” of the “bodily injury” or “property damage”; and
- 3) Qualifies as an “insured contract” as defined in this policy.

Any such person or organization is an additional insured only for “bodily injury” and “property damage” resulting from:

- a. “your work” that you do for that additional insured pursuant to such contract; or
- b. “your product” distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for “occurrences” taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

- i) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

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Authorized Representative



## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Univar Solutions Inc.			Endorsement Number 4
Policy Symbol XSL	Policy Number G47304775	Policy Period 06/01/2022 to 06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured UNIVAR SOLUTIONS INC. 3075 HIGHLAND PARKWAY SUITE #200 DOWNERS GROVE IL 60515	Endorsement Number
	Policy Number Symbol: WLR Number: C70303085
Policy Period 06-01-2022 <b>TO</b> 06-01-2023	Effective Date of Endorsement 06-01-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.


The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- |  |   |
|--|---|
| <p>1. <u>Alternate Employer</u><br/>IF ANY</p> <p>2. <u>State of Special or Temporary Employment</u><br/>ANY STATE SHOWN IN ITEM 3A OF THE INFORMATION PAGE</p> <p>3. <u>Contract or Project</u></p> | <p><u>Address</u><br/>DOES NOT APPLY TO ANY EMPLOYEE<br/>LEASE CONTRACT/ARRANGEMENT</p> |
|--|---|

This endorsement is not applicable in the states of AK, HI, MI, OK and TX.



\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured UNIVAR SOLUTIONS INC. 3075 HIGHLAND PARKWAY SUITE #200 DOWNERS GROVE IL 60515	Endorsement Number
	Policy Number Symbol: WLR Number: C70303085
Policy Period 06-01-2022 <b>TO</b> 06-01-2023	Effective Date of Endorsement 06-01-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

## Workers' Compensation and Employers' Liability Policy

Named Insured UNIVAR SOLUTIONS INC. 3075 HIGHLAND PARKWAY SUITE #200 DOWNERS GROVE IL 60515	Endorsement Number  Policy Number Symbol: WLR Number: C70303085
Policy Period 06-01-2022 <b>TO</b> 06-01-2023	Effective Date of Endorsement 06-01-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

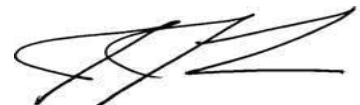
- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** This endorsement does not apply in the event that you cancel the Policy.

#### SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
MARIN MUNICIPAL WATER DISTRICT	DGRAHAM@MARINWATER.ORG	220 NELLEN AVENUE
		CORTE MADERA, CA 94925

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



\_\_\_\_\_  
Authorized Representative

### Workers' Compensation and Employers' Liability Policy

Named Insured UNIVAR SOLUTIONS INC. 3075 HIGHLAND PARKWAY SUITE #200 DOWNERS GROVE IL 60515	Endorsement Number
	Policy Number Symbol: WLR Number: C70303085
Policy Period 06-01-2022 <b>TO</b> 06-01-2023	Effective Date of Endorsement 06-01-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
  - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** This endorsement must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



# AM Best Rating Services

## ACE American Insurance Company

BestLink  AMB #: 002257 NAIC #: 22667 FEIN #: 952371728

### Mailing Address

P.O. Box 1000  
Philadelphia, Pennsylvania 19106

[United States](#)

Web: [www.chubb.com](http://www.chubb.com)

Phone: 215-640-1000

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 000012 - Chubb U.S. Group of Insurance Companies](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength [View Definition](#)

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	June 30, 1951

#### Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	August 16, 2005

#### Financial Size Category [View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
--------------------------	-----------------------------

u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Associate Director : Alan Murray  
Senior Director: Michael J. Lagomarsino, CFA, FRM  
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Disclosure Information

##### Disclosure Information Form

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##### Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 10, 2021

View AM Best's [Rating Review Form](#)

### Rating History

AM Best has provided ratings & analysis on this company since 1951.

#### Financial Strength Rating

#### Long-Term Issuer Credit Rating

Effective Date	Rating
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++
October 05, 2017	A++

Effective Date	Rating
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+
October 05, 2017	aa+

### Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<a href="#">091291</a>	ACE American Insurance Company (BHB)	Represents the Property/Casualty financials for the Bahrain Branch of this legal entity.
<a href="#">093314</a>	ACE American Insurance Co Korea (KRB)	Represents the Property/Casualty financials for the South Korea Branch of this legal entity.

### Best's Credit & Financial Reports



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[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news, reports and products](#) for this company.

### Press Releases

Date	Title
Dec 10, 2021	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Dec 17, 2020	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Dec 11, 2019	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Dec 13, 2018	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Oct 05, 2017	<a href="#">A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Jun 22, 2016	<a href="#">A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries</a>
Jul 02, 2015	<a href="#">A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications</a>
Apr 30, 2015	<a href="#">A.M. Best Affirms Ratings for Subsidiaries of ACE Limited</a>

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# AM Best Rating Services

## Indemnity Insurance Company of North America

BestLink  AMB #: 001793 NAIC #: 43575 FEIN #: 061016108

### Domiciliary Address

436 Walnut Street WA06T  
Philadelphia, Pennsylvania 19106

[United States](#)

Web: [www.chubb.com](http://www.chubb.com)

Phone: 215-640-1000

AM Best Rating Unit: [AMB #: 000012 - Chubb U.S. Group of Insurance Companies](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength [View Definition](#)

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	July 06, 1992

#### Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	August 16, 2005

#### Financial Size Category [View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
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u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Associate Director : Alan Murray  
Senior Director: Michael J. Lagomarsino, CFA, FRM  
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Disclosure Information

##### Disclosure Information Form

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##### Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 10, 2021

View AM Best's [Rating Review Form](#)

### Rating History

AM Best has provided ratings & analysis on this company since 1992.

#### Financial Strength Rating

#### Long-Term Issuer Credit Rating

Effective Date	Rating
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++
October 05, 2017	A++

Effective Date	Rating
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+
October 05, 2017	aa+

### Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000012 - Chubb U.S. Group of Insurance Companies](#).



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### Press Releases

Date	Title
Dec 10, 2021	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Dec 17, 2020	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Dec 11, 2019	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Dec 13, 2018	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Oct 05, 2017	<a href="#">A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Jun 22, 2016	<a href="#">A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries</a>
Jul 02, 2015	<a href="#">A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications</a>
Apr 30, 2015	<a href="#">A.M. Best Affirms Ratings for Subsidiaries of ACE Limited</a>

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# AM Best Rating Services

## Illinois Union Insurance Company

BestLink  AMB #: 003510 NAIC #: 27960 FEIN #: 362759195

### Mailing Address

P.O. Box 1000  
Philadelphia, Pennsylvania 19106

[United States](#)

Web: [www.chubb.com](http://www.chubb.com)

Phone: 215-640-1000

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 000012 - Chubb U.S. Group of Insurance Companies](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength [View Definition](#)

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	June 30, 1979

#### Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	August 16, 2005

#### Financial Size Category [View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
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#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Associate Director : Alan Murray  
Senior Director: Michael J. Lagomarsino, CFA, FRM  
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#### Disclosure Information

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##### Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 10, 2021

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### Rating History

AM Best has provided ratings & analysis on this company since 1979.

#### Financial Strength Rating

#### Long-Term Issuer Credit Rating

Effective Date	Rating
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++
October 05, 2017	A++

Effective Date	Rating
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+
October 05, 2017	aa+

### Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000012 - Chubb U.S. Group of Insurance Companies](#).



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Dec 17, 2020	<a href="#">AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
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Oct 05, 2017	<a href="#">A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries</a>
Jun 22, 2016	<a href="#">A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries</a>
Jul 02, 2015	<a href="#">A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications</a>
Apr 30, 2015	<a href="#">A.M. Best Affirms Ratings for Subsidiaries of ACE Limited</a>
Apr 11, 2014	<a href="#">A.M. Best Upgrades Ratings for Most Subsidiaries of ACE Limited</a>

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# ITB 10089899-22-J Caustic Soda 25% in Solution for PUD

Final Audit Report

2022-10-11

Created:	2022-10-11
By:	Janet Polite (JPolite@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnpY0VWh4XNzzjFj5k0GUtf25mQgnxae9

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-  Document created by Janet Polite (JPolite@sandiego.gov)  
2022-10-11 - 3:43:20 PM GMT- IP address: 156.29.5.177
-  Document emailed to rpalmucci@sandiego.gov for signature  
2022-10-11 - 3:48:03 PM GMT
-  Email viewed by rpalmucci@sandiego.gov  
2022-10-11 - 4:04:11 PM GMT- IP address: 156.29.5.186
-  Signer rpalmucci@sandiego.gov entered name at signing as Ray Palmucci  
2022-10-11 - 4:06:37 PM GMT- IP address: 156.29.5.186
-  Document e-signed by Ray Palmucci (rpalmucci@sandiego.gov)  
Signature Date: 2022-10-11 - 4:06:38 PM GMT - Time Source: server- IP address: 156.29.5.186
-  Agreement completed.  
2022-10-11 - 4:06:38 PM GMT